

Pradhan Mantri Gram Sadak Yojana (PMGSY)

Ministry of Rural Development, Government of India

Standard Bidding Document for PMGSY for Construction and Maintenance

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EXPLANATORY NOTE



Format of the Bidding Document

The Standard Bidding Document for Pradhan Mantri Gram Sadak Yojana (PMGSY) follows the format of the MOST Bidding Document, which is similar to the format for National Competitive Bidding for Works (India Version) — as approved by the Ministry of Finance for World Bank aided projects.

The document has the added feature of maintenance of roads for five years by the contractor who constructs the road.

SECTION 1

LIST OF IMPORTANT DATES
PRESS NOTICE
NOTICE INVITING TENDERS



LIST OF IMPORTANT DATES

.....
(Name of Authority Inviting Tenders)

List of Important Dates of Bids for Construction/Upgradation of Roads under Pradhan Mantri Gram Sadak Yojana and their Maintenance for Five years

Name of Work:.....
.....
.....

2.1. Completion Period for construction/up gradation:

2.2. Maintenance Period is five years after construction

3. Date of Issue of Notice Inviting Bid Date.....Month.....Year.....

4. Period and Places of Sale of Bidding Documents - From Date.....Month.....Year.....
: To Date.....Month.....Year.....
Place(s).....

5. Time, Date and Place of Pre-bid Meeting Date.....Month.....Year.....
TimeHours
Place.....

6. Deadline for Receiving Bids Date.....Month.....Year.....
TimeHours

7. Time and Date for Opening Technical Bid/Bids Date.....Month.....Year.....
TimeHours

8. Time and Date of Opening Financial Bids Date.....Month.....Year.....
TimeHours

9. Place of Opening Bids Address is:

10. Last Date of Bid Validity Date.....Month.....Year.....

11. Officer Inviting Bids

Designation:

Address:

PRESS NOTICE

[Designation of Authority inviting Bids] _____ ** invites on behalf of _____ sealed item rate/percentage rate tenders* from approved and eligible Contractors registered with _____ up to _____ p.m. on [date] _____ **for each of the following works including maintenance for five years after construction.

District	Name of Work Package No.	Estimated Cost of Construction & Maintenance	Earnest Money ***	Time Allowed for completion	Last date and time for receipt of application for issue of Tender form	Time and date of opening of tender	Place of Sale of documents	Class of contractor.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

The earnest money should be deposited along with the tenders in the appropriate form as per the tender documents. The tender shall be issued on payment by demand draft drawn in the favor of _____ and payable at _____ for Rs. _____ only) (non-refundable) for each package.

The authorized tender documents are available for inspection in the office of _____ from _____ to _____ during office hours on all working days.*

The tender documents are/are not* available for viewing at www.pmgysy.org/

The tender documents can/cannot* be downloaded from the Internet. If downloaded it's cost will be paid along with the bid document.

Designation of the Authority Inviting Tender
Address

** To be filled by the authority inviting tender
*** Earnest money is 2 percent of the estimated cost, rounded to the nearest thousand.
* Delete whatever is not applicable

.....
(Name of Authority Inviting Tenders)

NOTICE INVITING TENDERS

1.The _____ on behalf of _____ invites the item rate/percentage rate bids from the eligible and approved Contractors registered with _____ for each of the following works including their maintenance for five years: -

District	Name of Work Package No.	Estimated Cost (Rs.)	Earnest Money	Time Allowed for completion	Last date and time for receipt of application for issue of Tender form	Time and date of opening of tender	Place of Sale of documents	Class of contractor.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

2 The bidders who down load the bidding documents from the internet site www.pmgysy.org/ would have to pay the cost of bid documents and submit it in a separate envelope marked 'cost of bidding document downloaded from internet'.

3. The site for the work is available.

4. Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the _____ between hours of 11.00 A.M. and 04.00 P.M. on any working day between _____ [date] and _____ [date]. Tender documents will be issued from his office during the hours specified above, on payment of Rs. _____ by demand draft payable to _____ at _____.

Bidding documents are/are not available for viewing at the site www.pmgysy.org/.

Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. _____. The authority inviting tenders will not be held responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same.

5. Receipt of applications for issue of tender forms by post will be stopped from 1600 hrs., four days before the date fixed for opening of tenders. Sale of tender forms on the counter will be stopped two days before the date fixed for opening of tenders.

- Bidding documents must be delivered to _____ on or before _____ hours on _____ date. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received on the next working day at the same time and venue.
- Bidding documents can also be delivered at the following places at the assigned date and time.
 - o _____
 - o _____
 - o _____
- Bids will be opened at _____ (time) on _____ (date) in the office of _____. If the office happens to be closed on the date of opening of the

bids as specified, the bids will be opened on the next working day at the same time and venue.

7. Bids must be accompanied by the earnest money of the amount specified for the work in the table. The earnest money will have to be in any one of the forms as specified in the bidding documents.
8. The bid for the work shall remain open for acceptance for a period of ninety days from the date of opening of bids. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
9. A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).
10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's service.
11. Other details can be seen in the bidding documents.

Signature and Designation of the Authority Inviting tender

For and on behalf of

SECTION 2

Instructions to Bidders



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A. General

1.Scope of Bid

The Employer as defined in the Appendix to ITB invites bids for the construction of Works and their maintenance for five years, as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do the routine maintenance of roads for five years from the date of completion.

1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2.Source of Funds

The Government of the State as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of selected rural roads of the State through funds received under Pradhan Mantri Gram Sadak Yojana, from the Government of India, Ministry of Rural Development, and other sources to be implemented through the Employer.

2.2 The Government of the State has decided to provide funds for the routine maintenance of the roads.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of civil construction works performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;
- (d) evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B (b) (ii) of ITB for the construction.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;
- (g) an undertaking that the bidder will be able to invest a minimum of cash up to the percentage (defined in the Appendix to ITB) of the contract price of works, during the implementation of the works;
- (h) evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)
- (i) authority to seek references from the Bidder's bankers;
- (j) information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (k) proposals for subcontracting the components of the Works for **construction/up-gradation**, aggregating to not more than **20** percent of the Contract Price; and
- (l) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Bids from joint venture are not allowed.

4.4 A To qualify for award of the Contract, each bidder should have in the last five years:

Achieved in any one year a minimum financial turnover (in all cases of civil engineering construction works only) volume of construction work of at least the amount equal to the estimated cost of works (excluding maintenance cost for five years) for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.

Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work (excluding maintenance cost for five years) for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

4.4 B (a) Each bidder must produce:

- (i) The current income-tax clearance certificate;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- (i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;
- (ii) availability for construction work for this work of technical personnel as stated in the Appendix to ITB.
- (iii) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB;

(c) The bidder must not have in his employment:

- (i) the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
- (ii) without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

4.4.C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 A above.

4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as under:

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

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

M = 2 or such higher figure not exceeding 3 as may be specified in the Appendix to ITB.

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

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

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.

- 1 Notice Inviting Tender
- 2. Instructions to Bidders
- 3 Qualification Information
- 4 Conditions of Contract
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
- 5 Specifications
- 6 Drawings
- 7 Bill of Quantities
- 8 Form of Bid
- 9 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work, form of Unconditional Bank Guarantee.

8.2 One set of the bidding documents will be issued to the bidder against the payment.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

9.2.1 If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made

by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

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

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

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

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I This shall be named Technical Bid and shall comprise of:

- I. For bidding documents downloaded from the website, the demand draft for the cost of the bidding documents placed in a separate cover, marked "cost of bidding document downloaded from the internet";
- II. Earnest Money in a separate cover marked 'Earnest Money';
- III. Qualification information, supporting documents, affidavit and undertaking as specified in Clause 4 of ITB.
- IV. Undertaking that the bid shall remain valid for the period specified in clause 15.1 OF ITB.
- V. any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VI. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II. It shall be named Financial Bid and shall comprise of:

- (i) Form of Bid as specified in Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

12.2 Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 19 of ITB.

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

Section	Particulars
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1	Notice inviting Tender
2	Instruction to the bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the Percentage Rate Method or Item Rate Method as specified in the Appendix to ITB; only the same option is allowed to all the Bidders. Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

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

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

16. Earnest Money

16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Appendix to ITB.

16.2 The Earnest Money shall, at the Bidder's option, be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for six months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the Employer are stated in the Appendix to ITB.

16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Appendix to ITB, shall be rejected by the Employer as non-responsive.

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

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

16.6 The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid

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

18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.

18.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialling and dating it by the person or persons signing the Bid.

D. Submission of Bids**19. Sealing and Marking of Bids**

19.1 The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on _____ (date and time of Technical Bid opening as per clause 22.1 of ITB.)

Financial Bid: Not to be opened except with the approval of the Employer.

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

19.2 The inner and outer envelopes containing the Technical and Financial Bids shall

- a) be addressed to the Employer at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 22.1 of ITB.

19.3 In addition to the identification required in Clause 19.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21 of ITB, or is declared non-responsive pursuant to Clause 23 of ITB.

20. Deadline for Submission of Bids

20.1 Complete Bids (including Technical and Financial) must be received by the Employer at the address specified in the Appendix to ITB not later than the date and time indicated in the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

E. Bid Opening and Evaluation**22. Bid Opening**

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

22.2 The envelope containing the technical bid shall be opened. The inner envelope marked "cost of bidding document downloaded from the internet" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.

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

22.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 22.3 of ITB.

22.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

22.6 The Employer shall inform, by telegram or facsimile, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.

22.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation

22.8 The Employer shall prepare the minutes of the opening of the Financial Bids.

23. Process to be Confidential

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

24. Clarification of Bids and Contacting the Employer

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Examination of Bids and Determination of Responsiveness

25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26. Correction of Errors

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

- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.

27. Evaluation and Comparison of Bids

27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

27.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 26 of ITB.

27.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of routine maintenance of works to be performed for five years under the contract, the Employer may require the Bidder to produce detailed price analyses for routine maintenance. After evaluation, the Employer may require that the amount of the performance security set forth in Clause 32 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

28. Price Preference

28.1 There will be no price preference to any bidder.

F. Award of Contract

29. Award Criteria

29.1 Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- ii. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

30. Employer's Right to Accept any Bid and to Reject any or all Bids

30.1 Notwithstanding Clause 29 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement.

31.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion and maintenance of the Works, and the routine maintenance of the works for five years, by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32.

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

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

32. Performance Security

32.1 Within 10 (ten) days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security of five percent of the Contract Price, for the period of five years and the time for completion of works plus additional security for unbalanced Bids in accordance with Clauses 27.3 and 27.4 of ITB and Clause 46 Part I of ~~General Conditions of Contract~~ and sign the contract.

32.2 The performance security shall be either in the form of a Bank Guarantee or fixed deposit Receipts, in the name of the Employer, from a Scheduled commercial bank.

32.3 Failure of the successful Bidder to comply with the requirements of Clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under PMGSY for one year.

33. Advances-

33.1 The Employer will provide Mobilization Advance and Advance against the security of equipment as provided in Part I General Conditions of Contract.

34. Corrupt or Fraudulent Practices

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

Bidding Data Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invita

Instructions to Bidders

Clause Reference

(1.1) The Employer is _____
[Insert designation of the Employer.]

(1.1) The Works is _____ *[name and summary description of the Works.]*

(1.1) Identification No. of the works is:

(2.1) The State is _____

(3.1) Eligible Bidders are:

(4.2) *The information required from bidders in Clause 4.2 is modified as follows:*

[list any additions or deletions to the list in Clause 4.2; otherwise State "none".]

4.2 (g) The percentage is _____

(4.4 A) (b) _____ *[insert the amount if it is more than one-third of the estimated cost of works.]*

(4.4 B) (a) Other certificates required with the bid are:
(iii)

(4.4. B) (b) The key equipments for road works and field testing laboratory Road Works are:
(i)

For Road Works

Name of the Equipment Quantity

For field testing Laboratory

Name of the Equipment Quantity

Note: (a) The bidder must produce the following documentary evidence in support of his owning the above equipment:

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

A. The Technical Personnel are:

[Cl. 9.1]

Technical Personnel	Number	Experience in Road Works
A. Degree Holder in Civil Engineering		
B. Diploma Holder in Civil Engineering		
C. Others (Specify)		

B. For field testing laboratory ;

(4.4 B) (b) (iii) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be _____
[Note: Usually the equivalent of estimated payments flowover 2 months at the average (straight line distribution) construction rate.]

(4.4 B) (c) (i) The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

(4.4 B) (c) (ii) The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two y departments listed below:

In case there is no such person in his employment, his affidavit should clearly state this fact.

(4.6) M =

(7.1) The contact person is:

Designation:

Address:

Telephone No.

(9. 2.1) Place, Time and Date for pre-bid meeting are:

Place

Time

Date

(11.1) Language of the bid is:

(12.1) Part The other documents required are:

l(v) _____

(13.2.) Bids may be submitted only in one of the following:

Percentage Rate Method

Item Rate Method

[Delete whatever is not applicable.]

(13.2) **Schedule of Rate applicable for Percentage Rate Method is:** _____

(16.1) The amount of Earnest Money shall be Rs. _____ *[insert the amount in figure and words. Note: This amount is 2 percent of estimated value nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]*

(16.2) Fixed Deposit Receipt must be drawn:

In favour of:

(16.2) Other acceptable forms of Earnest Money pledged in favour of _____ are _____

(16.3) Exemption from Earnest Money is granted to:

(20.1) The Employer's address for the purpose of Bid submission is _____ *the receiving address provided in the Invitation for Bids.]*

(20.1) The deadline for submission of bids shall be:

Time _____

Date _____

(22.1) & The date, time and place for opening of the Technical Bids are:

(22.6) (A) Technical Bid

Date

Time

Place

(B) Financial Bid (For qualified bidder as)

Date

Time

Place

(32.1) The amount and validity period of the performance guarantee is:

Amount: percent of the contract price.

(i) Performance security shall be valid until a date 45 days after the expiry of Defect Liability Pe

(ii) Additional Performance Security for unbalanced Bid shall be vali

(iii) datetime="2003-02-16T09:54">Additional Performance Security for unbalanced Bid for routine maintenance shall be valid until a date 45 days after the expiry of I

Signature of Employer/ Authorised Signatory

Date

**Section 3
Qualification Information**



Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders

1.1	Constitution or legal status of Bidder	[attach copy]
	Place of registration:	
	Principal place of business:	
	Power of attorney of signatory of Bid	[attach]
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs)
		-19
		-19
		19 -19
		20
20 -20		

1.3 Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.2 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (Rs. In lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)*	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4 b (b) of the Instructions to Bidders.

Item of Equipment	Description, make, Condition (new, Owned, leased)

	and age (Years), and capacity	good, poor) and number available	(from whom?), or to be purchased
--	-------------------------------	----------------------------------	----------------------------------

1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.32(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

1.6 Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor(name and address)	Experience in similar work
-----------------------	----------------------	----------------------------------	----------------------------

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. (Sample format attached).

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.10 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved
------------------------	------------------	--------------------------------------	-----------------

1.11 Proposed Programme (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

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

BANK CERTIFICATE

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

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

Signature of Senior Bank Manager _____

Name of the senior Bank Manager _____

Address of the Bank _____

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

Section 4 Conditions of Contract Part – I General Conditions of Contract



These conditions are subject to the variations and additions set out in Part II Special Conditions of Contract

Notes on Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

The form of Conditions of Contract that follows has been developed for smaller admeasurements contracts for construction on the basis of international practice and the practice of the Government of India, Ministry of Road Transport and Highways, and considerable experience in different States in India in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The Conditions of Contract also incorporate the concept of performance-based payments for routine maintenance of roads.

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Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is five years calculated from the Completion Date.

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

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

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

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

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

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

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

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

Routine Maintenance is the maintenance of roads for five years as specified in the Contract Data.

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

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

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

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

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

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

A **Variation** is an instruction given by the Engineer, which varies the Works.

The **Works, as defined in the Contract Data** are what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer. Routine maintenance is defined separately, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

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

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the contract.

5. Delegation

5.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other people, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

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

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing, up to 25 percent of the contract price but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

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

- a. the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract;
- b. the provision for labour, or labour component.

c. the purchase of Materials which are in accordance with the standards specified in the Contract.

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

a) The Contractor shall not sub-contract the whole of the Works.

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

7.4 The Engineer should satisfy himself before recommending to the Employer whether

a) the circumstances warrant such sub-contracting; and

b) the sub-Contractor so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

8. Other Contractors

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

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

9. Personnel

9.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

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

9.3 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission to employment with the Contractor.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant and Materials;

b) loss of or damage to Equipment;

c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) Personal injury or death.

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

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

(a) Personal injury or death.

13.3 (b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the completion date/ start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

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

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as

updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

- 18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.
- 18.2 The Contractor shall be responsible for design of Temporary Works.
- 18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

- 21.1 The Employer shall give complete possession of the Site to the Contractor fifteen days in advance of the construction programme.

22. Access to the Site

- 22.1 The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the engineer and any person/persons/agency authorized by:

- a. The Engineer
- b. The Employer
- c. The Ministry of Rural Development, Government of India.
- d. National Rural Roads Development Agency, New Delhi

23. Instructions

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

24. Dispute Redressal System

- 24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

- 24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee if the amount appealed against exceeds rupees one lakh.

- 24.3 The composition of the Empowered Standing Committee will be:

- I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- II. One official member not below the rank of chief engineer; and
- III. One non-official member who will be technical expert of Chief Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

- 24.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

- 24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

25. Arbitration

- 25.1 In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

B. Time Control

26. Programme

- 26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, along with monthly cash flow forecasts for the construction of works.

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

- 26.3 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

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

27. Extension of the Intended Completion Date

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

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

28. Delays Ordered by the Engineer

28.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

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

C. Quality Control**30. Identifying Defects**

30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

31. Tests

31.1 The contractor shall be solely responsible for :

- a. Carrying out the mandatory tests prescribed in the Rural Roads Manual, and
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

31.2 If the Engineer instructs the Contractor to carry out a test not specified in the Specification/ Rural Roads Manual to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

32. Correction of Defects noticed during the Defect Liability Period and Routine Maintenance of Roads for five years

32.1.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and ends after five year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

32.1.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the length of time specified by the Engineer's notice.

32.2.1 The Contractor shall do the routine maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins at Completion and ends after five years.

32.2.2 The routine maintenance standards shall meet the following minimum requirements:-

- i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Engineer.
- ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- iv) Cleaning of culverts and pits for free flow of water.

v) Any other maintenance operation required to keep the road traffic worthy at all time during the maintenance period.

32.2.3 To fulfil the objectives laid down in sub clauses 32.2.1 and 32.2.2 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can reduce this frequency in case of emergency. The Contractor shall forward to the Engineer the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.2.4 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

~~32. Correction of Defects noticed during the Defect Liability Period.~~

~~32.1. It is the terms of contract that the roads constructed shall be of very high standard, requiring no major repairs for at least five (5) years after the date of completion of works.~~

~~32.2 If any defects including shrinkage, cracks, other faults appear in the work within five years of a certificate final or otherwise of its completion, the Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is for five years. The Defects Liability shall be extended for as long as defects remain to be corrected.~~

~~32.3 Every time notice of a defect is given, the Contractor shall correct the notified defect at his own cost within the length of time specified by the Engineer's notice. If the contractor is in default the Engineer shall cause the same to be made good by other workmen and deduct the expense from any sums that may be due to the contractor.~~

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33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period under clause 32.1.1 and clause 32.2.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control**34. Bill of Quantities**

34.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning, ~~and~~ maintaining works and lump sum figures for yearly routine maintenance for each of the five years separately, to be done by the Contractor.

34.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item for the construction of roads. The payment to the Contractor is performance based for routine maintenance of roads.

35. Variations

35.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works he considers necessary or advisable during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated

Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

36.1 If rates for Variation items are specified in the Bill of Quantities, the Contractor shall carry out such work at the same rate. This shall apply for Variations only up to the limit prescribed in the Contract Data. If the Variation exceeds this limit, the rate shall be derived under the provisions of clause 36.3 for quantities (higher or lower) exceeding the deviation limit.

36.2 If the rates for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate from similar items in the Bill of Quantities.

36.3 If the rate for Variation item cannot be determined in the manner specified in Clause 36.1 or 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the current schedule of rates of the district public works division. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

38.1 The payment to the contractor will be as follows for construction work:

~~38.1(a)~~ The Contractor shall submit to the Engineer fortnightly/ monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.

~~38.2(b)~~ The Engineer shall check the Contractor's fortnightly/monthly statement within 14 days and certify the amount to be paid to the Contractor.

~~38.3(c)~~ The value of work executed shall be determined, based on measurements by the Engineer.

~~38.4(d)~~ The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

~~38.5(e)~~ The value of work executed shall also include the valuation of Variations and Compensation Events.

~~38.6(f)~~ The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

~~38.7(g)~~ The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days as far as possible.

38.2 The payment to the contractor will be as follows for routine maintenance of the works:

~~(a)~~ The Contractor shall submit to the Engineer a bill every month ~~half-yearly~~ for the routine maintenance of the roads from the date the maintenance period starts i.e. from completion date as defined in Clause 1.1, it will be supported with a copy of the record of contractor's monthly inspection and other instructions received from the Engineer.

~~(b)~~ The payment will be made six-monthly for the monthly bills received during the previous six-months.

~~(c)~~ If the bill for a month is not received from the contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the contractor has carried out the maintenance work for defects brought to his notice under clause 32.2.4 within specified period, no payment will become due to the Contractor for that month.

~~(d)~~ If the Contractor has failed to carry out the maintenance within the period specified by the Engineer, no payment of any kind will be due to the Contractor for that month.

39. Payments

39.1 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts he had certified within 15 days of the date of each certificate.

39.2 The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer.

39.3 Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

39.4 Payment for the routine maintenance of the roads will be made ~~every quarter~~ half-yearly for the satisfactory maintenance of the Works, certified by the Engineer and based on the monthly bills submitted by the Contractor as per Clause 38.2 above.

40. Compensation Events

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

a) The Engineer orders a delay or delays exceeding a total of 30 days.

b) The effects on the Contractor of any of the Employer's Risks.

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

41. Tax

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42. Currencies

All payments will be made in Indian Rupees.

43. Security Deposit

43.1 The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until ~~Completion~~ completion of the whole of the Works. No security deposit shall be retained from the payments for routine maintenance of works.

43.2 The security deposit and the performance security aggregating to 10 percent of the Contract price will be released to the Contractor when the Defect Liability period is over, and the Engineer has certified that the Defects, if any, notified by the Engineer to the Contractor before the end of this period have been corrected; and that the contractor satisfactorily did the routine maintenance of roads.

43.3 If the contractor so desires then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defect Liability Period.

44. Liquidated Damages

44.1 The Contractor shall pay liquidated damages to the Employer at the rate per week or part thereof stated in the Contract Data for the period that the Completion Date is later than the Intended Completion Date. Liquidated damages at the same rate shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's other liabilities.

44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Advance Payment

45.1. The Employer will make the following advance payment to the Contractor against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Commercial bank acceptable to the Employer in amounts equal to the advance payment:

- a. Mobilization advance up to 5 percent of the contract price excluding the contract price for routine maintenance
- b. Equipment Advance up to ninety percent of the cost of the new equipment brought to the site, subjects to a maximum of ten percent of the contract price excluding the contract price for routine maintenance

The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

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

45.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated damages.

46. Securities

46.1 The Performance Security equal to five percent of the contract price and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in the form given in the Contract Data and by a scheduled commercial bank. The Performance Security and additional performance security for routine maintenance shall be valid until a date 45 days from the date of expiry of Defect Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

47. Cost of Repairs

47.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

48. Completion

48.1 The Contractor shall request the Engineer to issue a certificate of Completion of the Works, and the Engineer will do so upon deciding that the Works is completed.

49. Taking Over

49.1 The Employer shall take over the Site and the Works within seven days of the Engineer's issuing a certificate of Completion. The Contractor shall continue to remain responsible for its routine maintenance during the maintenance period.

50. Final Account

50.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 42 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment will be made within 14 days thereafter.

51. Operating and Maintenance Manuals

51.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

51.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination

52.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

52.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- d) the Contractor does not maintain a Security, which is required;
- e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- f) the Contractor fails to provide insurance cover as required under clause 13;
- g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) if the Contractor has not completed at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
- i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data; and
- j) any other fundamental breaches as specified in the Contract Data.

52.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

52.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

53. Payment upon Termination

53.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.

53.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

54. Property

54.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

55. Release from Performance

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

F. Other Conditions of Contract

56. Labour

56.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

56.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

57. COMPLIANCE WITH LABOUR REGULATIONS

57.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Condition of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

58. Drawings and Photographs of the Works

58.1 The contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.

58.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Engineer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Engineer in writing.

59. The Apprentices Act 1961

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

Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

Clause Reference

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

1. The Employer is [Cl.1.1]

Designation:

Address:

Name of authorized Representative

2. The Engineer is

Designation:

Address: [Cl.1.1]

3. The Intended Completion Date for the whole of the Works is _____ [Cl.1.1, 17&27]

months after start of work.

4. Routine Maintenance during five years after the completion date is defined as follows:

Maintenance operations during the period of 5 years shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are :-

(i) Clause 11.2, *ibid*, explains the various types of distress/defects of pavements. For example, cracks, ravelling, rutting, pot holes etc.

(ii) Clause 11.3, *ibid*, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.

(iii) Clause 11.4, *ibid*, suggests planning of maintenance routine.

(iv) Clause 11.5 and Clause 11.6 (a), *ibid*, define preventive and corrective maintenance, and classify activities of routine maintenance and repairs.

(v) Clause 11.7, *ibid*, discusses in details the assessment of defects and maintenance measures for sealed roads, roads with rigid / RCCP and Roads with special pavement.

(Note: A periodical renewal is not part of routine maintenance).

(vi) Appendix 11.1 *ibid* lays down the periodicity of routine maintenance, is modified as follows:-

Periodicity of Routine Maintenance Activities

Sl. No.	Name of Item	Frequency of operations in the year
1	Clearing of road side gutters	Twice
2	Pothole filling (WBM & BT)	As and when required
3	Filling up edges of asphalt surface of excavating borrow pit	(i) Single lane <u>(a) T.I. 0-1000 Twice</u> <u>(b) T.I. 1000-5000 Four times</u> - (ii) One and Half lane <u>T.I. 0-1000 Once</u> <u>T.I. 1000-5000 Twice</u> <u>T.I. Over 5000 Four times</u> - (iii) Two lane <u>T.I. 1000-5000 Once</u> <u>T.I. over 5000 Twice</u>
4	Dressing of berms	Once
5	White washing guard stones	Twice
6	Fixing disturbed caution board / Village Once Name board / Speed limit board, etc.	Once
7	Refixing displaced guard stones	Once
8	White washing and Geroo painting of trunks of trees	Once
9	Cutting of branches of trees, etc	Once
10	Topping of W.B.M. blindage operation including picking of loose metal	18 Times
	Maintenance of catch water drains	Once
	Clearance of C.D. works	Twice
	Clearing of wild seasonal growth on berms	Once
	White washing parapets of C.D. Works	Once
	Earth work in berms, de-silting of drains etc.	As per requirement
	Note: T.I. stands for Traffic Intensity in tonnes per day.	

(vii) Appendix 11.3, *ibid*, covers the special problems of Road Maintenance in Heavy Rainfall / Snow fall areas.

(viii) Appendix 11.4, *ibid*, explains the nature of duties in maintenance of shoulders, drainage structures and causeways.

54. The Site is located at kmto Km. [Cl.1.1]

56. The Start Date shall be _____ days after the date of issue of the Notice to [Cl.1.1]

proceed with the work.

67. (a) The name and identification number of the Contract is : [Cl.1.1]

(b) The Works consist of _____ [Cl.1.1]

_____. The works shall, inter-alia, include the following, as specified or as directed.

(A) **Road Works**

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road bituminous pavements remodeling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts and other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometer/hectometer stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the contract to ensure safety and planting of trees along the roads.

Clause Reference

(B) **C.D. Works including bridges**

Site clearance; setting out, provision of foundations, piers abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down-take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of "As-built" drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the contract and to ensure safety.

(C) **Maintenance and Other Items**

As required to fulfill all the contractual obligations as per the Bid documents.

78. Section completion is [Cl.2.2]

89. The following documents also form part of the Contract : [Cl.2.3(11)]

910. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]

(b) The language of the Contract documents is _____. [Cl.3.1]

101. The Schedule of Other Contractors is attached. [Cl. 8.1]

1-2 A. The Technical Personnel for construction work are:

[Cl. 9.1]

Technical Personnel	Number	Experience in Road Works
i) <u>A. Degree Holder in Civil Engineering</u>		
ii) <u>B. Diploma Holder in Civil Engineering</u>		

~~B.~~ For field testing laboratory ;

Technical Personnel	Number

B. For routine maintenance

Technical Personnel	Number	Experience in Road Works
<u>A. Degree Holder in Civil Engineering</u>		
<u>B. Diploma Holder in Civil Engineering</u>		

123(a) Amount and deductible for insurance are: [Cl. 13.1]

13(b) Amount and deductible for insurance are: [Cl. 13.3 (a)]

~~134.~~ Site investigation report [Cl.14.1]

~~14-5~~ (a) Competent authorities are:: [Cl. 24.1]

Superintending Engineer _____ with powers up to _____

Chief Engineer _____ with powers up to _____

~~156.~~ (a) The period for submission of the programme for approval of Engineer [Cl.26.1]

shall be _____ days from the issue of Letter of Acceptance.

(b) The updated programme shall be submitted at interval of _____ days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated [Cl. 26.3]

programme shall be Rs. _____ lakhs.

~~167.~~ The percentage of Variation of items of work for which there shall be no increase in rates shall be _____ [Cl 36.1]

~~178.~~ The authorized person to make payments is _____ [Cl.39.2]

~~189.~~ (a) Milestones to be achieved during the contract period

(1) 1/8th of the entire contract work up to 1/4th of the
 period allowed for completion of construction

(2) 3/8th of the entire contract work up to 1/2 of the
 period allowed for completion of construction

(3) 3/4th of the entire contract work up to 3/4th of the
 period allowed for completion of construction

(b) Amount of liquidated damages for For Whole of work

delay in completion of works 1 percent of the Initial

Contract Price, rounded

off to the nearest

thousand, per week.

(c) Maximum limit of liquidated damages for 10 per cent of the Initial

delay in completion of work. Contract Price rounded

off to the nearest thousand.

[Cl.44.1]

~~1920.~~ The standard form of Performance Security acceptable to the Employer

Shall be an unconditional Bank Guarantee of the type as presented in

the Bidding Documents.

[Cl. 46.1]

201. (a) The Schedule of Operating and Maintenance Manuals _____ [Cl.51.1]
- (b) The date by which "as-built" drawings (in scale as directed) in 2 sets are [Cl.51.1]
required is within 28 days of issue of certificate of completion of whole
or section of the work, as the case may be.
242. The amount to be withheld for failing to supply "as-built" drawings [Cl.51.2]
by the date required is Rs. _____ Lakhs.
- 23 (a) The period for setting up a field laboratory with the prescribed equipment
is _____ days from the days from the date of notice to start work [Cl.52.2 (i)]
- (b) The following events shall also be fundamental breach of contract : [Cl.52.2 (j.)]
"The Contractor has contravened Clause 7.1 and Clause 9 of
Part I General Conditions of Contract
234. The percentage to apply to the value of the work not completed
representing the Employer's additional cost for completing the Works
shall be ___ percent. [Cl.53.1]

Appendix to Part I General Condition of Contract

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

- a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days' (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
- Pension or family pension on retirement or death as the case may be.
 - Deposit linked insurance on the death in harness of the worker.
 - Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

o) **The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 4.
Conditions of Contract
Part – II Special Conditions of Contract

These conditions vary and add to the Conditions of Contract set out in Part I General Special Conditions

Section 5
Specifications



Note: The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.

A. The design and specifications prescribed are those for all-weather rural roads, including cross drainage work, and surface and sub-surface drainage system of "Rural Roads Manual" a publication of Indian Roads Congress (IRC:SP:20:2002), as amended till the date of issue of the notice inviting Tender. Road Materials for use on Rural Roads shall also conform to the specifications given in Chapter 4 Road Materials (Clause 4.1 to 4.15 with appendix) of the Rural Roads Manual.

B. For items not covered in the Rural Roads Manual, the Ministry of Road Transport & Highways (MORTH) Specifications for Road and Bridge Works (4th revision) shall be followed.

C. For items only partly or briefly covered in Rural Roads Manual, the MORTH Specifications for Road and Bridge Works (4th revision) shall be used as supplement to the specifications given in Rural Roads Manual.

D. Particular specifications :-

For items whose specifications given in Rural Roads Manual or in MORTH specifications for road and bridge works need changes partly or wholly due to local conditions, the respective clauses are to be suitably modified to the extent felt necessary giving clause wise description of modifications under this head.

i) Rural Roads Manual

Clauses

ii) MORTH specification for Road & Bridge work (4th Addition)

Clauses

E. For purposes of design, specification and quality control the Rural Roads Manual, MORTH specifications for Road and Bridge works including particular specifications shall form part of the Agreement.

F. For items not covered in Rural Roads Manual or MORTH specifications for Road and Bridge works either BIS specification, or District specification or sound engineering practice, as determined by the Engineer, in that order should be followed.

Section 5 (Cont'd)

Drawings

Note: The design, drawings, standards and guidelines of the Rural Roads Manual (IRC: SP: 20-2002) are to be followed for all-weather rural roads.

The guidelines will not be part of the contract. These should be excluded from the bidding document.

List of Drawings :-

1. Key Map
2. Road Alignment including (Chapter 1 of Rural Roads Manual Clause cross sections 1.1 to 1.11 with appendix and Chapter 2 of Rural Roads Manual Clause 2.1 to 2.16).
3. Pavement Drawings (Pavement design criteria under chapter 5 of Rural Roads Manual Clause 5.1 to 5.8)
4. Surface and sub surface drains (Chapter 6 of Rural Roads Manual with full details Clause 6.1 to 6.6)
5. Culverts and minor Bridges (Chapter 7 of Rural Roads Manual Clause 7.1 to 7.10 with appendix)
6. Drawings for any other Road structure.
7. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".
8. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
9. Complete set of drawings should be issued along with other tender documents so as to form part of the agreement.

Section 6
Form of Bid

**Notes on Form of Bid**

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To [name of Employer] _____

Address [insert address] _____

Description of the Works _____

Identification Number of the Works _____

1. I/ We offer to execute the works described above and remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for

a) item Rate Contract (Total Bid Price) Rs. _____ (in figures)

Rupees. _____ (in words)

OR

b) for Percentage Rate contract, Percentage Below/ Percentage Above/ at par with the rates entered in the schedule of rates, as referred to in Clause 13 of ITB and the per kilometre routine maintenance charge per year.

2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Bidding Data Appendix to ITB.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

**Section 7.
Bill of Quantities**



Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.

2.1 For the construction of works. The quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued

(a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and

(b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the contractor.

2.2 For the routine maintenance of roads, there is lump sum provision for each year of maintenance. The payments will be based on satisfactory performance of routine maintenance activities.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.

4. Arithmetic errors will be corrected by the Employer pursuant to Clause 26 of the Instructions to Bidders.

5. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents the rates used for different items.

Bill of Quantities for item rate bids

Sl. No.	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
				In figures	In words	
	-	-	-			
		-	-			
			-			

	-				
	<u>Routine Maintenance after completion of construction works</u>	<u>Lump-sum Amount for each year</u>			
	<u>For 1st year</u>	Per Km.			
	<u>For 2nd year</u>	(Amounts only)			
	<u>For 3rd Year</u>				
	<u>For 4th Year</u>				
	<u>For 5th Year</u>				

Total Bid Price (in figures) -----

(in words) -----

Signature _____

Notes:

- (1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2 and Part I General Condition of Contract 39.3).
- (2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITB Clause 14.1].
- (3) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
[ITB Clause 26.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 26.1 (b)].

Bill of Quantities for Percentage rate bids

S.I No.	SOR No.	Description of item (with brief specification and reference to book of specification)	Quantity	Unit	Rate	Amount
		-	-			
		-	-			
		<u>Routine Maintenance after completion of construction works (Lump-sum Amount for each year)</u>				
		Per Km.				
		<u>*For 1st year</u>				

	For 2nd year				-
	For 3rd Year				-
	For 4th Year				
	For 5th Year				

***Employer to fill in the amount for maintenance in amount column only**

Signature

Notes:

1. The Schedule of rate is
2. Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note 1. above, the rate of Schedule of Rates will apply.

**Section 8
Letter of Acceptance and Other Forms
Standard Forms**



(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 31 and 32 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

[Letterhead paper of the Employer]

[Date]

To:

[Name of the Contractor]

This is to notify you that the Employer, namely, _____ has accepted your Bid dated _____ for execution of the _____ [name of the Contract and identification number, as given in the Contract Data] and routine maintenance of the works for five years for the Contract Price of Rupees

_____ [amount in figures and words] as corrected and modified* in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 27.3 and clause 27.4.) [where applicable] in the form detailed in Cl. 32 of ITB for an amount of Rs. _____ within 10 days of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Cl. 32.3 of ITB will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

* Delete "corrected and" or "and modified" if only one of these action applies. Delete "as corrected and modified in accordance with the Instruction to Bidders" if corrections or modifications have not been effected.

(b) Issue of Notice to proceed with the work

(Letter head of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite performance security as stipulated in ITB Clause 32.1 and signing of the contract for the construction of _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,

authorized to sign on behalf of

Employer)

(c) Standard Form of Agreement

border:none;mso-border-alt:solid windowtext .75pt;padding:0in;mso-padding-alt: 1.0pt 4.0pt 1.0pt 4.0pt>Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 26).

Standard Form: Agreement

Agreement

This agreement, made the _____ day of _____, 20_____, between _____ [name and address of Employer]

(hereinafter called "the Employer") of the one part, and _____ [name and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute _____ and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Bid;
iv) Contract Data;
v) Special Conditions of contract and General Conditions of Contract;
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

(d) Form of unconditional Bank guarantee from Contractors for _____ specified by State]

[To be