Bidding Document

for

**Performance Based**

**Routine Maintenance of Rural Roads in District Solan**

**HIMACHAL PRADESH**

**BLOCK - Solan**

DISTRICT- Solan

**PACKAGE NO. 1**

**Waknaghat to Subathu**

**Kms 0/0 to 18/250**

**[Distt. Solan, Himachal Pradesh]**

**Road No. HP1105VR0062**

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# SECTION 1

IMPORTANT INFORMATION AND DATES

INVITATION FOR BIDS

**IMPORTANT INFORMATION**

**Name of Work:** Performance Based Routine Maintenance of Rural Roads in District Solan, HIMACHAL PRADESH

**Package No. : 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **S No.** | **Road No.** | **Name of the Road** | **Length (Km)** |
| 1 | HP1105VR0062 | Waknaghat to Subathu Road (kms 0/0 to kms 18/250) | 18.250 Km |
|  |  | TOTAL Road Length (Km) |  18.250 Km |

|  |
| --- |
| **IMPORTANT DATES** |
| Date of Issue of Information to Bibbers (IFB) | 15January,2015 |
| Period of availability of Bidding Documents (also available *on website :* https://pmgsytendershp.gov.in) | From 15January,2015to 14February ,2015 |
| Pre-Bid Meeting: | 28 January , 2015 |
| Deadline for Receiving Bids: | 14February ,2015by 11:00 AM |
| Time and Date for opening of the bid | 14February ,2015at 11:30 AM |
| Last Date of Bid Validity  | 90 Days from the deadline date for submission of bids. |

**Officer inviting Bid: Executive Engineer**,

B & R Division, HPPWD,

Solan, Distt. Solan, H.P.

**INVITATION FOR BIDS (IFB)**

1. The Chief Engineer HPPWD, Shimla Zone at Shimla, HP on behalf of the Governor of Himachal Pradesh invites sealed bids for ‘**Performance Based Routine maintenance of rural roads in District Solan (Himachal Pradesh)**’ from the eligible and approved Contractors registered with HPPWD. Non-registered Bidders may submit bid, however, the successful Bidders must get registered in appropriate class with appropriate authorities before signing the contract. Bidding is open to all Bidders as defined in the bidding document. The detail of work is given as under:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S No.** | **Package\*** | **Total Length (Km)** | **Estimated Contract Price** **(Rs. In Lacs)** | **Bid Security** **(Rs.)** |
| Name of Work : Performance Based Routine maintenance of rural roads in District Solan (Himachal Pradesh) |
| 1 | Package 1 | 18.250 | 21.30 | 21300 |
| Waknaghat to Subathu Road (kms 0/0 to 18/250) |

1. Interested eligible bidders may obtain further information from Executive Engineer, HPPWD Solan, Himachal Pradesh and inspect the bidding documents during office hours [1000 hours to 1700 hours] at the address given below at Sr. No. 10.
2. A complete set of bidding documents in English may be purchased by interested eligible bidders upon the submission of a written application to the address below. Cost of Bid Document is Rs. 1000/- (Rupees One thousand) only per package (non-refundable) in form of demand draft in favour of Executive Engineer, HPPWD Solan Division,Distt. Solan Himachal Pradesh.
3. The bid document is also available online at <https://pmgsytendershp.gov.in>&[www.pmgsytenders.gov.in](http://www.pmgsytenders.gov.in).The bid document can be downloaded free of cost from this site. However, if Bidder submits the bid using bid document downloaded from this site, he is required to submit demand draft towards cost of bid document in favour of Executive Engineer, HPPWD Solan Division, District Solan,Himachal Pradesh during Bid Submission.

Though every effort shall be made to make the Bid document available on this website during the bidding period, the Employer shall not be held liable for any electronic system failure or the failure of the Bidder to access this website.

1. Bids must be delivered to the address below on or before 14February ,2015 by 11:00 AM. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives and anyone who choose to attend at the address below on 14February ,2015 at 11:30 AM
2. All bids must be accompanied by a Bid Security as specified for that package above.
3. 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.
4. The bids for the work shall remain valid for acceptance for a period not less than ninety days after the deadline date for bid submission.
5. Bidders may bid for any one or more of the Packages mentioned in the table above. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same IFB, the Bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
6. The address referred to above is:

Attn: Executive Engineer , B & R Division , HPPWD,

Solan, Distt. Solan, H.P.

Himachal Pradesh, India

Tel: 01792- 223811

Fax: 01792- 223811

E-mail: ee-sol-hp@nic.in

Web site: www.pmgsytenders.gov.in, https://pmgsytendershp.gov.in

1. Other details can be seen in the bidding documents.

**Executive Engineer**,

B & R Division, HPPWD,

Solan, Distt. Solan, H.P.

# SECTION 2

# INSTRUCTIONS TO BIDDERS

# BID DATA SHEET

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### **Instructions to Bidders (ITB)**

#### **General**

1. **Scope of Bid**
	1. The Employer as defined in the Bid Data Sheet invites bids for the Works, as described in these documents and referred to as “the works”. The name and identification number of the works is provided in the Bid Data Sheet. The Bidders may submit bids for any one or more of the package of works detailed in the table given in the Invitation for Bids. Bid for each Package shall be submitted separately.
	2. The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the General Conditions of Contract (Contract Data).
	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**

No payment under this procurement shall be made to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Employer, is prohibited by the decision of the United Nations Security Council, taken under Chapter VII of the United Nations.

1. **Eligible Bidders**
	1. This Invitation for Bids is open to all Bidders as defined in the Bid Data Sheet. Any materials, equipment and services to be used in the performance of the Contract shall have their origin in the eligible sources. The applicant should be a private or an individual legal entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). Government owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the implementing agency, Borrower or sub-borrower.
	2. In case of a JV, a) all partners to the JV shall be jointly and severally liable; and b) a JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the bidding process, and in the event the JV is awarded the Contract, during contract execution.
	3. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-clause 36.1.
	4. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
2. they have a controlling partner in common; or
3. they receive or have received any direct or indirect subsidy from any of them; or
4. they have the same legal representative for purposes of this bid; or
5. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
6. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
7. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.
8. **Qualification of the Bidder**
	1. All Bidders shall include the following information and documents with their bids as stated in Section 3 - Qualification Information, unless otherwise stated in the Bid Data Sheet:
9. 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;
10. total monetary value of road construction or maintenance works performed for each of the last five years;
11. 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 not below the rank of Executive Engineer or equivalent. A list of clients with their contact details shall also be provided;
12. 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.
13. 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.
	1. Joint Ventures are not allowed for this Contract.
	2. (A) To qualify for award of the Contract, each Bidder should have in the last five years (5 financial years immediately preceding the year in which the bids are invited);
14. Achieved in any one year a minimum financial turnover as mentioned in the Bid Data Sheet (at least 50% of which is from civil Engineering construction and/or maintenance works). The turnover of previous years will be indexed at the rate of 8% per year to bring it to current financial year level.
15. Satisfactorily completed, as prime Contractor or Sub-Contractor, at least one road work (construction or maintenance) equal in value half of the estimated cost of work for which the bid is invited.
16. Each Bidder must produce:
	1. A copy of PAN issued by Income Tax Authorities; and
	2. An affidavit that the information furnished with the bid document is correct in all respects; and
	3. Such other certificates as defined in the Bid Data Sheet. Failure to produce the certificates on demand shall make the bid non-responsive.
17. Each Bidder must demonstrate:
18. Availability of technical personnel as stated in the Bid Data Sheet.
19. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Invitation for Bids, the Bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
	1. If the Bidder is a prime Contractor, 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 sub-clause 4.3(A) above.
	2. Bidders who meet the minimum qualification criteria will be qualified only if their assessed available bid capacity for construction works is equal to or more than the total bid value. The available bid capacity will be calculated as under:

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 financial year in which bids are received 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(Two)

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.*

* 1. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
1. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
2. evidence of confirmed record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc.
3. 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.
4. **One Bid per Bidder**
	1. Each Bidder shall submit only one Bid for one contract (package). A Bidder who submits more than one Bid will cause the bids with the Bidder’s participation to be disqualified.
5. **Cost of Bidding**
	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.
6. **Site Visit and Pre-Bid meeting**
	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/maintenance of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
	2. If so specified in the BDS, the Bidder’s designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	3. The Bidder is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
	4. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded on the website ’<https://pmgsytendershp.gov.in>’ . Any modification to the Bidding Documents that 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 ITB 10 and not through the minutes of the pre-bid meeting. Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

#### **Bidding Documents**

1. **Content of Bidding Documents**
	1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.
2. Invitation for Bids
3. Instructions to Bidders and Bid Data Sheet
4. Qualification Information
5. Conditions of Contract

(General Conditions of Contract and Contract Data)

1. Employer’s Requirements (Works and Specifications)
2. Drawings
3. Bill of Quantities (*For Period-I works*)
4. Form of Bid
5. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work
6. Forms of Securities
	1. The bid document is also available online on the website ’<https://pmgsytendershp.gov.in>’[.](http://www.pmgsytenders.gov.in/) The bid document can be downloaded free of cost, however, the Bidder is required to submit demand draft towards cost of bid document in favour of the name given in Bid Data Sheet if he submits the bid using bid document downloaded from this site.
	2. The Bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, conditions and specifications, 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 27 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.
7. **Clarification on Bidding Documents**
	1. A Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer’s address specified in the BDS or raise its inquiries during the pre-bid meeting if provided for in accordance with ITB 7.2. The authority inviting bid will respond to any request(s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded on [’pmgsytendershp.gov.in’](http://www.pmgsytenders.gov.in/) for information of the public or other Bidders without identifying the source of request for clarification.
8. **Amendment of Bidding Documents**
	1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website [’pmgsytendershp.gov.in’](http://www.pmgsytenders.gov.in/) under “Latest Corrigendum” and a notification is also sent to those Bidders who have purchased the Bid Documents from the Employer.
	2. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the Bidders once it is uploaded on the website [’pmgsytendershp.gov.in’](http://www.pmgsytenders.gov.in/)under “Latest Corrigendum”.
	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.

#### **Preparation of Bids**

1. **Language of Bid**
	1. All documents relating to the Bid shall be in the language specified in the Bid Data Sheet.
2. **Documents Comprising the Bid**
	1. The Bid submitted by the Bidder shall comprise of the following:
		1. Form of bid, as per format given in Section 6;
		2. The demand draft for the cost of the bidding documents (In case downloaded from website. Refer Clause 8.2 of ITB);
		3. Bid Security in any of the forms as specified in clause 16.2 of ITB;
		4. Authorized address and contact details of the Bidder having the following information:

Name of Firm

Address for communication:

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

* + 1. Qualification information, supporting documents, and undertaking as specified in Clause 4 of ITB;
		2. Undertaking that the bid shall remain valid for the period specified in Clause 15.1 of ITB;
		3. An Affidavit affirming that information furnished in the bid is correct to the best of knowledge and belief of the Bidder.
		4. Any other information/documents required to be completed and submitted by Bidders, as specified in the Bid Data Sheet;

12.2 Submission of Original Documents: The bidders are required to submit (i) original demand draft towards the cost of bid document and (ii) original bid security in approved form and (iii) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.3 B (ii) of ITB with the office specified in the Bid Data Sheet, on a date not later than two working days after the opening of the Bid, either by registered post or by hand, failing which the bids will be declared non-responsive.

1. **Bid Prices**
	1. The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all listed items of the Works, as identified in Section 6 – Form of Bid :
2. For routine maintenance works during entire duration of Contract, both in Period-I and Period-II, the Bidder shall fill a single lump sum price; and
3. For works of Period-I, listed in Annexure II of Section 5 – Employer’s Requirements, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities.
	1. For routine maintenance works [refer 13.1 (i)], all the items and activities required for the execution of the routine maintenance works, and to maintain the road condition at defined level (as specified in Section 5- Employer’s Requirements) shall be deemed covered by the quoted single lump sum price for this period of Contract.
	2. For works in Period-I, listed in Bill of Quantities provided in Section 7 , items against 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 rates for other items and prices in the Bill of Quantities.
	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.
	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.
4. **Currencies of Bid**
	1. The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees.
5. **Bid Validity**
	1. Bids shall remain valid for a period of not less than ninety days after the deadline date for bid submission specified in Bid Data Sheet. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
	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 email. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 of ITB in all respects.
6. **Bid Security**
	1. The Bidder shall furnish, as part of the Bid, Bid Security, in the amount specified in the Bid Data Sheet. This bid security shall be in favour of the authority mentioned in the Bid Data Sheet and shall be valid for 45 days beyond the validity of the bid
	2. At the Bidder’s option, the bid security shall be in the form of Fixed Deposit Receipt (FDR) or Demand Draft (DD) of a scheduled commercial bank, issued in favour of the name given in the Bid Data Sheet. The Fixed Deposit Receipt shall be valid for at least six months after the deadline date of receipt of bids. Any other forms of Bid Security acceptable to the Employer are stated in the Bid Data Sheet.
	3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in sub-clause 16.1 and 16.2, shall be rejected by the Employer as nonresponsive.
	4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible as but not later than 30 days after the successful Bidder has signed the contract and furnished the performance security.
	5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
	6. The Bid Security may be forfeited:
7. if the Bidder withdraws the Bid after bid opening during the period of Bid validity;
8. in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
9. sign the Agreement; and/or
10. furnish the required Performance Security.
11. **Alternative Bids by Bidders**
	1. Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the drawings and specifications. Alternative Bids will not be considered.
12. **Format and Signing of Bid**
	1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB 12 and clearly mark it “ORIGINAL”. Alternative bids, if permitted in accordance with ITB 17, shall be clearly marked “ALTERNATIVE”. In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
	2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialled by the person signing the bid.
	3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

#### **Submission and Opening of Bids**

1. **Sealing and Marking of Bids**
	1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 17, in separate sealed envelopes, duly marking the envelopes as “Original”, “Alternative” and “Copy.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
	2. The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer as provided in the BDS pursuant to ITB 20.1;

(c) bear the specific identification of this bidding process specified in accordance with BDS 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

* 1. If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
1. **Deadline for Submission of Bids**
	1. Complete Bids must be received by the Employer not later than the date and time indicated in the Bid Data Sheet. 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.
	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.
2. **Late Bids**
	1. The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 20. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
3. **Withdrawal, Substitution, and Modification of Bids**
	1. A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 18.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
		1. prepared and submitted in accordance with ITB 18 and ITB 19 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and

(b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 20.

* 1. Bids requested to be withdrawn in accordance with ITB 22.1 shall be returned unopened to the Bidders.
	2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
	3. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the bid security pursuant to Clause 16.
1. **Bid Opening**
	1. Except in the cases specified in ITB 21 and 22, the Employer shall publicly open and read out in accordance with ITB 23.4 all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders` designated representatives and anyone who choose to attend.
	2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “Modification” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
	3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Price, per package (contract) if applicable, including any discounts and alternative bids; the presence or absence of a bid security, or Bid Securing Declaration, if required; and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. The Letter of Bid and the Bill of Quantities are to be initialled by representatives of the Employer attending bid opening. The Employer shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 21.1).
	4. The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per package (contract) if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders and shall be uploaded for viewing online.
	5. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.

#### **Evaluation and Comparison of Bids**

1. **Process to be Confidential**
	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 effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid
2. **Clarification of Bids and Contacting the Employer**
	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. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
3. **Deviations, Reservations and Omissions**
	1. During the evaluation of bids, the following definitions apply:

(a) “Deviation” is a departure from the requirements specified in the Bidding Document;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

1. **Examination of Bids and Determination of Responsiveness**
	1. During the detailed evaluation of 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. The responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., lump sum bid price, technical specifications and drawings. The Day Work rates listed by Employer for Emergency works in Schedule-A of Letter of Bid shall not be considered for comparison of bids.
	2. A substantially responsive 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.
	3. If a 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.
2. **Correction of Arithmetical Errors**
	1. Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

* 1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 28.1, shall result in the rejection of the Bid.
1. **Evaluation and Comparison of Bids**
	1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 27 of ITB.
	2. To evaluate a bid, the Employer shall consider the following:
2. the bid price, excluding Provisional Sums;
3. price adjustment for correction of arithmetic errors in accordance with ITB 28.1.
	1. The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the bidding document or otherwise result in unsolicited benefits for the Employer shall not be taken into account.
	2. 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 deemed to be part of the bid, to demonstrate the internal consistency of Bidder’s prices with the requirement of the works under contract. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 30 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.
	3. To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any Bidder for providing clarification of his bid, including breakdown of the of the unit rates of any or all items deemed to be part of the bid within five days from the clarification seeking date. The request for clarification and the response shall be in writing or by cable but no change in the price or substance of the bid shall be sought, offered, permitted. If clarification is not provided within the stipulated time period, its bid will be declared non-responsive.
	4. The Employer shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.

#### **Award of Contract**

1. **Award Criteria**
	1. Subject to Clause 29 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:
2. 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
3. to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest.
4. **Employer’s Right to accept any Bid and to reject any or all Bids**
	1. The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders, In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders
5. **Notification of Award and Signing of Agreement**
	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 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 and completion of works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).This letter shall provide breakdown of single lump sum price to monthly payment per kilometre of each road of the Contract in Period-I and Period-II, and the agreed payments for items listed in BOQ of Period-I.
	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 30.
	3. The Contract 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.
	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.
	5. The Employer shall publish on its website the result identifying the bid and the following information: (a) name of each Bidder who submitted a bid; (b) bid prices as announced online during the bid opening of Part II of the bids; (c) name and evaluated prices of each bid; (d) name of Bidders whose bids were rejected during evaluation of either Part I or Part II of the bids and the reasons for their rejection; and (e) name of the successful Bidder, the price offered and summary scope of the contract awarded.
6. **Performance Security**
	1. The successful Bidder/Contractor shall provide to the Employer a total Performance Security of five percent of the Contract Price covering the time period of completion of works plus additional security for unbalanced bids in accordance with clause 29.4 of ITB and Clause 46 of General Conditions of Contract.
	2. Within 15 days after receipt of Letter of Acceptance but before signing the contract, a Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids in accordance with clause 29.4 of ITB and Clause 46 Part 1 General Conditions of Contract shall be delivered by the successful Bidder to the Employer.
	3. The Employer shall retain remaining two and a half percent of Performance Security from each payment due to the Contractor until completion of the whole of the contract (except advance payment as per Clause 45 of General Conditions of Contract).
	4. Performance Security to be delivered by the successful Bidder after the receipt of letter of acceptance shall be either in form of a Bank Guarantee or Fixed Deposit receipts in the name of Employer, from a scheduled commercial bank.
	5. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Bidder/Contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite performance security is always available with Employer until 45 days after the completion of the Contract. If the Bidder/Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor; otherwise it shall be a debt due from the Contractor.
	6. Failure of successful Bidder to comply with the requirement of delivery of Performance Security of two and a half percent of Contract Price plus additional security for unbalanced bids as per provisions of Clause 30.1 shall constitute a breach of contract, and the Employer may resort to awarding the contract to the next ranked Bidder. Such successful Bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under PMGSY for a period of one year.
7. **Advances**
	1. The Employer will provide Mobilization Advance as provided in Part I General Conditions of Contract.
8. **Adjudicator**
	1. The Employer proposes that a person mentioned in the Bid Data sheet be appointed as Adjudicator under the contract.
9. **Fraud and Corruption**
	1. The Employer requires that all parties (including Employer, as well as Bidders/ Suppliers/Contractors) under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts[[1]](#footnote-1). In pursuance of this policy, the Employer:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

* 1. “corrupt practice” is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[[2]](#footnote-2);
	2. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[[3]](#footnote-3);
	3. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[[4]](#footnote-4);
	4. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[[5]](#footnote-5);

“obstructive practice” is

1. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
2. acts intended to materially impede the exercise of inspection and audit rights provided for under sub-clause 33.2.
3. will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
4. will sanction a firm or an individual, at any time, in accordance with prevailing

procedure including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time, (i) to be awarded a contract and (ii) to be nominated sub-Contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract.

* 1. In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by the auditors appointed by the Employer.
	2. Furthermore, Bidders shall be aware of the provisions stated in Clause 23.2, Clause 52.2 (i) and Clause 61 of the Conditions of Contract.
	3. The Employer further requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

**BID DATA SHEET**

With reference to the relevant clause of the ITB (Information to the Bidders)

* 1. The Employer is **Governor of Himachal Pradesh through Chief Engineer , HP PWD , Shimla Zone at Shimla**
	2. Works under contract are:

**Performance based Routine maintenance of rural roads in District Solan (Himachal Pradesh)**

Package 1:

|  |  |  |  |
| --- | --- | --- | --- |
| **S No.** | **Road No.** | **Name of the Road** | **Length (Km)** |
| 1 | **HP1105VR0062** | **WaknaghatSubathu Road** | 18.25 |
|  |   |  TOTAL Road Length (Km) | **18.25** |

*[Map depicting road shall be placed here]*

* 1. Intended Completion Date : **12 months** after the Start Date

*[Period-I:* ***1 month*** *after the Start Date]*

*[Period-II:* ***11 months*** *after the completion of the Period-I]*

* 1. Eligible Bidders :
		+ - 1. Any *Contractor registered with the HPPWD department can participate in the bidding.*
				2. *In any Division (PIU), a Contractor will only be awarded similar Contracts (Performance based maintenance of Rural Road) aggregating up to Rs. 30 Lakhs\* in one financial year.*

*\* [3 times the limit of class D contractor in State]*

* 1. **Joint Venture (JV) is not allowed** to bid for this Contract.

**4.3 A(a)** Financial turnover in any of the last five years:

**Rs. 22 Lakhs** *[Estimated annual cost of the work]*

**4.3 A(b)** Value of one road work satisfactorily completed in last five years:

 Rs. **11 Lakhs***[50% of the Estimated cost of the work]*

4.3**B** (b)( ii) The Number of Key personnel, Qualifications and Experience will be as follows :

|  |  |  |  |
| --- | --- | --- | --- |
| **S.****No.** | **Position** | **Number** | **Experience****in Road****Works** |
| 1. | Site Supervisor | 1 No. | 3 Years |

**4.3 B(iii)** Other certificates required with Bid : **NIL**

**7.2** The Pre-Bid meeting shall take place on **27 January2015**.

* 1. The demand draft towards cost of bid document should be in favour of :**Executive Engineer, Solan B & R Division, Solan, Distt. Solan, Himachal Pradesh**

9.1 The Employer's address for the purpose of clarification of Bid is:

**Chief Engineer (Shimla Zone) HPPWD**

Shimla, Himachal Pradesh

Country: INDIA

Telephone: +91-177 2620474

Facsimile number: +91-177 2653362

Email: hp-shi4@nic.in

* 1. Language of Bid : **English**
	2. (b) viii Any other documents to be submitted :
1. Contractor Registration certificate
2. VAT Registration
3. PAN Card
4. Certificates showing details of similar nature of work and work in hand
5. Affidavit regarding correctness of submitted certificates
	1. Deadline date for bid submission:**14 February 2015**
	2. Bid Security : **Rs. 21,300/-( Rupee Twenty one Thousand & Three hundred only)**
	3. Bid security shall be issued in favour of : Executive Engineer, B & R Division, Solan,Distt. Solan, Himachal Pradesh

No other forms of Bid Security is acceptable to the Employer

**18.1** Number of copies of the Bid: **Two**

**18.2** This authorization shall be in shape of Power of Attorney

**19.2 (d)** The files will have markings as given below:

**Not to be opened before ­­­­1130 hours on 14 February 2015**

**20.1** The deadline for submission of bids is:

 Date: **14 February 2015**Time: **1100 hours**

 The Employer's address for the purpose of Bid submission is:

**Chief Engineer (Shimla Zone) HPPWD**

Shimla, Himachal Pradesh

Country: INDIA

Telephone: +91-177 2620474

Facsimile number: +91-177 2653362

Email: hp-shi4@nic.in

**23.1** The date, time and place for opening of the Bids

 Date: **14 February 2015**Time: **1130 hours**

 The Employer's address for the purpose of Bid opening is:

**Chief Engineer (Shimla Zone) HPPWD**

Shimla, Himachal Pradesh

Country: INDIA

Telephone: +91-177 2620474

Facsimile number: +91-177 2653362

Email: hp-shi4@nic.in

**35.1** Adjudicator:

**Superintending Engineer**

HPPWD ,4th Circle Shimla

Country: INDIA

Shimla, Distt. Shimla

Telephone: +91-177 2653455

Facsimile number: +91- 177 2653455

Email: [hp-shi3@nic.in](http://hppwd.gov.in/UrlBlockedError.aspx)

# SECTION 3

# QUALIFICATION INFORMATION

**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 evaluation of Part (i) of the bid 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.

*The financial turnover and cost of completed works of previous years will be indexed at the rate of 8% per year to bring it to current financial year level.*

1. **Individual Bidders**

|  |  |
| --- | --- |
| **1.1** Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid  | *[attach copy]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[attach]* |
| * 1. **Total** annual volume of civil Engineering construction work executed and payments received in the last five financial years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)
 | **FY( Rs. in lacs)**Year-2013-14 Year-2012-13 Year-2011-12 Year-2010-11Year-2009-10 |
| **1.3** Work performed as prime Contractor (in the same name and style) on works of a similar nature and volume over the last five financial years. (Attach certificate from the Engineer-in-charge) |
| ProjectName | Name of Employer | Description of work | Value of contract | Contract No. | Date ofIssue ofWorkOrder | StipulatedDate ofCompletion | ActualDate of Completion | Remarksexplainingreasons for delay, if any |
|  |  |  |  |  |  |  |  |  |

**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.

**(A) Existing commitments and on-going construction works:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Description of Work  | Place &State  | Contract No &Date  | Name &Address of Employer  | Value of Contract (Rs. In lac)  | Stipulated period of completion  | Value of worksRemaining to be completed(Rs. Lac) \* | Anticipate d 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. Lacs)  | Stipulated period of completion  | Date when decision is expected  | Remarks, if any  |
| (1)  | (2)  | (3)  | (4)  | (5)  | (6)  | (7)  |
|  |  |  |  |  |  |  |

* 1. Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

|  |  |  |
| --- | --- | --- |
| Position  | Name  | Years of experience (in Road Works) |
| Site Supervisor |  |  |

* 1. Information on current litigation in which the Bidder is involved

|  |  |  |  |
| --- | --- | --- | --- |
| Name of other party(s) | Matter of dispute | Litigation where(Court/arbitration) | Amount involved |
|  |  |  |  |

# SECTION 4

# GENERAL CONDITIONS OF CONTRACT

# GENERAL CONDITIONS OF CONTRACT

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**GENERAL CONDITIONS OF CONTRACT**

#### **General**

1. **Definitions**
	1. In the Conditions of Contract ("these Conditions"), which include Contract Data and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise. In any case of contradiction between the meanings of these definitions, and of other clauses of these Conditions of Contract, the Engineer will provide the clarification. Capital initials are used to identify defined terms.

**The Adjudicator** is the person appointed to resolve disputes in the first instance, as provided in the Contract Data.

**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** means the Contract Agreement, the Letter of Acceptance, the Letter of Bid, these Conditions, the Employer's Requirements, the Schedules, the Contractor's Bid, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

**The Contract Data** defines the documents and other information which comprise the Contract. The information in the Contract Data shall have priority on the information in the respective Clauses of the General Conditions of Contract.

**The Contractor** means the person(s) named as Contractor in the Letter of Bid accepted by the Employer and the legal successors in title to this person(s).

**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.

**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, and to undertake routine maintenance as per provisions of the contract.

**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 work under the Contract. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised by the Engineer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works and works of routine maintenance.

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

**Period-I** is the period covering the initial months of the Contract allowed for minor rehabilitation works to be executed to bring the condition of the road components to a defined level

**Period-II** is the subsequent period after completion of Period-I in which Routine maintenance works are undertaken to maintain the condition of the road components to a defined level

**Routine Maintenance** is the maintenance of rural roads as defined in ‘IRC SP:2002 Rural Roads Manual Chapter 11 – Maintenance’

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.

**Specifications** means the Specifications 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 and/or routine maintenance 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.

1. **Interpretation**
	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. The documents forming the Contract shall be interpreted in the following order of priority:
2. Agreement,
3. Letter of Acceptance,
4. Notice to Proceed with the Work ,
5. Contractor's Bid,
6. Contract Data,
7. General Conditions of Contract,
8. Employer’s Requirements (Works and Specifications),
9. Drawings,
10. Bill of Quantities and
11. Any other document listed in the Contract Data.
12. **Language and Law**
	1. The language of the Contract and the law governing the Contract are stated in the Contract Data.
13. **Engineer's Decisions**
	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 prior approval of some other authorities for specific actions, he will so obtain the approval, before communicating his decision to the Contractor.
	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.
14. **Delegation**
	1. The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person(s), except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
15. **Communications**
	1. All certificates, notices or instructions to be given to the Contractor by Employer and/or Engineer shall be sent on the address or contact details given by the Contractor in Section 6 - Form of Bid. The address and contact details for communication with the Employer and the Engineer shall be as per the details given in Contract Data. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.
16. **Subcontracting**

[Deleted]

1. **Other Contractors**
	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.
	2. The Contractor should take up the works in such a manner to ensure there is least hindrance to the smooth flow and safety of traffic including movement of vehicles and equipment of other Contractors till the completion of the Works.
2. **Personnel**
	1. The Contractor shall employ for the construction work and routine maintenance the key personnel including technical personnel named in the Contract Data or other personnel 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 those of the personnel stated in the Contract Data.
	2. The Contractor’s personnel shall appropriately be qualified, skilled and experienced in their respective trades or occupations. The Engineer shall have authority to remove, or cause to be removed, any person employed on the site or works, who carries out duties incompetently or negligently and persists in any conduct which is prejudicial to safety, health or the protection of the environment.
	3. 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.
	4. 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.
3. **Employer's and Contractor's Risks**
	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.
4. **Employer's Risks**
	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) 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.
5. **Contractor's Risks**
	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.
6. **Insurance**
	1. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Contract Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
7. loss of or damage to the Works, Plant and Materials;
8. loss of or damage to Equipment;
9. loss of or damage to property (other than the Works, Plant, Materials, and

Equipment) in connection with the Contract; and

1. Personal injury or death.
	1. 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 the types and proportions of currencies required to rectify the loss or damage incurred.
	2. Alterations to the terms of insurance shall not be made without the approval of the Engineer.
	3. Both parties shall comply with any conditions of the insurance policies.
	4. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or if no payment is due, the payment of premiums shall be debt due.
2. **Site Investigation Reports**
	1. The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.
3. **Queries about the Contract Data**
	1. The Engineer will clarify any queries on the Contract Data.
4. **Contractor to Construct the Works**
	1. The Contractor shall construct, and maintain the Works in accordance with the Specifications and Drawings, and as per instructions of the Engineer.
	2. The Contractor shall construct the works with intermediate technology i.e. by manual means with medium input of machinery required, to ensure the quality of works as per specifications.
	3. The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
	4. During continuance of the contract, the Contractor and his sub-Contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

**The Water (Prevention and Control of Pollution) Act, 1974** : This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

**The Air (Prevention and Control of Pollution) Act, 1981**: This provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

**The Environment (Protection) Act, 1986**: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

**The Public Liability Insurance Act, 1991**: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

1. **Works to be completed by the Intended Completion Date**
	1. The Contractor may commence execution of the Works on the Start Date and shall complete them by the Intended Completion Date.
	2. The intended completion dates for Period-I and Period-II of the Contract are provided in Contract Data. The intended completion date of Period-I can be extended by Employer (Refer GCC Clause 27). The intended completion date of Period-II shall automatically get extended by the same period.
	3. The intended completion date of the Contract is the intended completion date of Period-II.
2. **Approval of the Temporary Works by the Engineer**
	1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
	2. The Contractor shall be responsible for design and safety of Temporary Works.
	3. The Engineer's approval shall not alter the Contractor's responsibility for design and safety of the Temporary Works.
	4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
	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.
3. **Safety**
	1. The Contractor shall be responsible for the safety of all activities on the Site. He shall comply with all applicable safety requirements and take care of safety of all persons entitled to be on the site and the works. He shall use reasonable efforts to keep the site and the works, both during construction and maintenance, clear of unnecessary obstruction so as to avoid danger to these persons and the road users.
4. **Discoveries**
	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.
5. **Possession of the Site**
	1. The Employer shall handover complete or part possession of the site to the Contractor as per the Contract Data.
6. **Access to the Site**
	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 Employer, Engineer, their staff and any other person/persons/agency authorized by them.
7. **Instructions**
	1. The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

* 1. The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Site and /or accounts and records of the Contractor and its subcontractors relating to the performance of the Contract, and to have the accounts and records audited by auditors appointed by the Employer, if so required by the Employer. The Contractor’s attention is invited to Clause

61 (Fraud and Corruption), which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Sub-Clause 61(v)(bb) constitute a obstructive practice subject to contract termination (as well as determination of ineligibility under the Procurement Guidelines).

1. **Disputes**
	1. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Employer or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 28 days of notification of the Engineer’s decision. Performance under the contract shall continue notwithstanding the reference to the Adjudicator, and payments by the Employer to the Contractor will not be withheld unless they are the subject matter of dispute. If the Contractor fails to refer the matter to the Adjudicator within the said period, the Employer will stand discharged from all the responsibility including financial claim from the Contractor.
2. **Procedure for Resolution of Disputes**
	1. The Adjudicator shall give a decision in writing within 56 days of receipt of a notification of a dispute. The decision shall be a reasoned decision.
	2. Either party (Contractor or Engineer) may refer a decision of the Adjudicator to Arbitration within 28 days of the Adjudicator’s written decision. Arbitration shall be under the Arbitration and Conciliation Act, 1996. If neither party refers the dispute to Arbitration within the above 28 days, the Adjudicator’s decision will be final and binding on both the parties.
	3. If Arbitration is invoked in terms of Clause 25.2, the matter will be referred to a sole Arbitrator.
	4. Arbitration proceedings shall be held at a place mentioned in the Contract Data. The language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
	5. Performance under the contract shall continue even after reference to the Arbitrator and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

#### **Time Control**

1. **Programme**
	1. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme for each year of the period of Contract, showing timing for all the activities in the Routine Maintenance Works.
	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.
	3. The Contractor shall submit revised Programme to the Engineer for approval, when requested by the Engineer
	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 Compensation Events.
2. **Extension of the Intended Completion Date**
	1. If by the end of the Period-I, the road components are not brought to a defined level (as specified in Para 3.1 of Section 5) and/or the additional works (listed in Annexure II of Section 5) are not complete due to occurrence of any Compensation event listed in GCC Clause 40, the Employer can extend Period-I on the recommendation of the Engineer. This extension can be maximum for period listed in Contract Data.
	2. If the Engineer makes an assessment that even after allowing extension of Period-I, the performance of the Contractor is not satisfactory and that his progress is so slow that he shall not be able bring the road components to a defined level by the end of the Period-I and/or shall not able to complete the additional works listed in Annexure II of Section 5, he can make a recommendation to Employer for termination of the Contract.
	3. The Engineer can extend the completion date of Period-I Works, if a Compensation Event occurs which makes it impossible for completion to be achieved by the end of original date of completion of Period-I works.
	4. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Period-I Works or delay the execution of these works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and the completion Date of Period-I Works. The estimate is to be provided by the Contractor as soon as reasonably possible.
	5. The Engineer shall decide whether and by how much time to extend the completion Date of Period-I Works within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the completion date for Period-I Works.
	6. The Engineer shall extend the Intended Completion Date of Contract by the same duration which is allowed by the Engineer for extension of the completion date of Works in Period-I as per GCC 27.2.
3. **Delays Ordered by the Engineer**
	1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Period-I Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.
4. **Management Meetings**
	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 progress of the Works.
	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.

#### **Quality Control**

1. **Quality of Work**
	1. The quality of the executed works shall be as per the specifications prescribed in Section 5 – ‘Employer’s Requirements’ of this document.
	2. The Engineer shall check the Contractor's work and notify the Contractor if the quality of the work is not as per specifications. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to identify the cause and to uncover and test any work that the Engineer considers is of poor quality.
2. **Tests**
	1. For carrying out any tests to confirm that the Work is as per the specifications, the Contractor shall arrange testing from the laboratory decided by Engineer.
3. **Maintenance of Road to keep it traffic worthy**
	1. The Contractor shall do the initial rehabilitation and routine maintenance of roads, including pavement, road signs, road sides, cross drains and surface drains to the required standards and in the manner as defined in Section 5 – ‘Employer’s Requirements’, and keep the entire road surface in traffic worthy condition during the contract period
4. **Defect Liability Period**

[Deleted]

#### **Cost Control**

1. **Bill of Quantities**
	1. The execution of routine maintenance works under the Contract is based on a single Lump Sum Price. The monthly payment to the Contractor, derived from this single lump sum price, includes the execution of the minor rehabilitation works to bring road to a defined condition in Period-I and the works for maintenance of road in the defined condition in Period-II, as detailed in Section 5 – ‘Employer’s Requirements’ of this document.
	2. For Additional works listed in Annexure II of Section 5, there is a Bill of Quantities provided in Section 7 of this Contract. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each executed item.
	3. For the Emergency Works, the Contractor shall be paid on the pre decided (by Employer) Day Work rates in the Bid. In case day work rates are not available for any item, the procedure provided in Part J [Emergency Works] of Section 5 shall apply.
2. **Variations**
	1. Variation shall only be applicable for the scope of Additional works of Period-I (listed in Annexure II of Section 5).
	2. 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. Verbal orders of the Engineer for variations, unless followed by written confirmation, shall not be taken into account.
3. **Payments for Variations**
	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.
	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.
	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 15 days of the submission of the claim by the Contractor. The decision of the Engineer on the rate so determined shall be final and binding on the Contractor.
4. **Cash Flow Forecasts**

[Deleted]

1. **Payment Certificates**
	1. The Payment Certificate shall be submitted with each monthly report. The procedure for payment to the Contractor will be as prescribed in Section 5 – ‘Employer’s Requirements’ of this document.
2. **Payments**
	1. Payments shall be adjusted for deductions for advance payments, retention, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 7 days of the date of each certificate.
3. **Compensation Events**
	1. The following are Compensation Events for Period-I, unless they are caused by the Contractor:
4. The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
5. The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
6. The Engineer unreasonably delays issuing a Certificate of Completion for Period-I.
7. Other Compensation Events listed in the Contract Data or mentioned in the Contract.
	1. If a Compensation Event would prevent the Period-I Works being completed before its completion date, the completion date of Period-I would be extended by the Engineer after approval from Employer.
	2. As soon as information demonstrating the effect of each compensation event on Period-I Works has been provided by the Contractor, it is to be assessed by the Engineer and the completion date of Period-I and the intended completion date of Contract shall be extended accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall extend the completion date of Period-I based on Engineer’s own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.
	3. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.
	4. The Contractor shall be compensated only in terms of time by allowing time extension. No payment shall be due to the Contractor for the extended period.
8. **Tax**
	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.
9. **Currencies**
	1. All payments will be made in Indian Rupees.
10. **Retention Money**

[Deleted]

1. **Liquidated Damages**

[Deleted]

1. **Advance Payment**
	1. On the request of the Contractor, 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 Scheduled Commercial bank acceptable to the Employer, in amounts equal to the advance payment:
2. Mobilization advance up to 5 percent of the contract price

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.

* 1. The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
	2. The advance payment shall be repaid by Contractor to Employer in number of equal instalments as provided in Contract Data, by deducting this amount from the certified monthly payments due to the Contractor for the Period-II Works i.e. starting from the first monthly payment for Period-II works.
1. **Securities**
	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 an amount and form and by a bank acceptable to the Employer and denominated in Indian Rupees Out of total Performance Security equal to five percent of contract price, half shall be delivered to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data, however, balance half Performance Security shall be retained at the rate of two and a half percent of each payment due to the Contractor until completion of whole of the Contract.
	2. The Performance Security and additional Performance Security for maintenance shall be valid until a date 45 days from the date of issue of certificate of completion of Contract subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to five percent of the contract price is always available with the Employer until 45 days after the completion of Contract. If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor, otherwise it shall be a debt due from the Contractor.
	3. If the works are not carried out by the Contractor as per the contract, the Employer will be free to carry out works, either departmentally or through another Contractor, and the amount required for this work will be recovered from the amount of Performance Security available with the Employer and/ or from any amounts of the Contractor whatever is due.
	4. 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.
2. **Cost of Repairs**
	1. Loss or damage to the Works or Materials to be incorporated in the Initial Rehabilitation Works, until acceptance of these works by the Engineer, shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

#### **Finishing the Contract**

1. **Completion of Contract**
	1. The Contractor shall request the Engineer to issue the certificate of completion of the Contract and the Engineer will do so upon deciding that all the Work under the Contract is completed.
2. **Taking Over**
	1. The Employer shall take over the maintained roads within 14 days of the Engineer issuing a certificate of completion of the Contract.
3. **Final Account**
	1. The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the contract within 21 days of issue of certificate of completion of construction of works. The Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor’s account. The payment of final bill of works will be made within 14 days thereafter.
	2. In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill of works will be made within 14 days thereafter.
4. **Operating and Maintenance Manuals**

[Deleted]

1. **Termination**
	1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
	2. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
		* 1. the Contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
			2. the Engineer instructs the Contractor to delay the progress of the works and the instructions are not withdrawn within 30 days;
			3. if the Contractor is not able to complete the works of Period-I Works, even after allowing cumulative time extension of two months;
			4. the Contractor does not submits his monthly report, and the monthly payment request, for three consecutive months;
			5. the Employer or Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
			6. a payment certified by the Engineer is not paid by the Employer to the Contractor within 45 days of the date of Engineer’s certificate;
			7. the Contractor does not maintain a Security, which is required;
			8. the Contractor fails to provide insurance cover as required under clause 13;
			9. if the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practices as defined in GCC clause 61 in competing for or in executing the Contract; and
			10. any other fundamental breaches as specified in the Contract Data.
	3. When either party to the contract gives notice of a breach of contract for a cause other than those listed under sub clause 52.2 above, the Adjudicator shall decide whether the breach is fundamental or not.
	4. Notwithstanding the above, the Employer may terminate the Contract for convenience.
	5. If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
2. **Payment upon Termination**
	1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, all securities and retentions such as performance security, security against advance payment and retention money of the Contractor shall be forfeited. The Engineer shall issue a certificate for value of the work done and materials ordered, if any, 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. 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 recovered from any dues payable to the Contractor from any Government works including Public Sector works executed by the Contractor.
	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.
3. **Property**
	1. All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.
4. **Release from Performance**
	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.

#### **Other Conditions of Contract**

1. **Material**
	1. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the procurement of all goods and materials required for construction or maintenance activities.
	2. The Employer can support the Contractor in procurement of some material listed in Contract Data. It shall be prerogative of the Contractor to procure the listed material from the Employer. However, non-availability of listed material with Employer, when demanded by Contractor, shall not be treated as reason for delay in execution of works.
	3. The Contractor shall keep record of consumption of all materials procured from the Employer. The Employer can make suitable deductions from the payments due from Contractor or refuse to issue further material if he is satisfied that the issued material is not used at all or not judiciously used for works under this Contract.
2. **Labour**
	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.
	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 number 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.
3. **Compliance with Labour Regulations**
	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 I of General Condition of Contract.
	2. 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.
	3. The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work.
	4. 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.
4. **Drawings and Photographs of the Works**
	1. The Contractor shall do photography/video photography of the site at regular intervals to depict progress of works. No separate payment will be made to the Contractor for this.
	2. GPS tagged and date/time stamped photographs of maintenance activities at site shall be provided with each monthly report, as detailed in Section 5 – ‘Employers Requirements’ of this document.
	3. 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 by Engineer, 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.
5. **The Apprentices Act, 1961**
	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.
6. **Suspension of Financier Loan or Credit (only for works executed under World Bank funding)**

**Deleted**

1. **Fraud and Corruption**
	1. If the Employer/Financier determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 52 shall apply as if such expulsion had been made under Sub-Clause 52.1 and 52.2.
	2. Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with Clause 9.
	3. For the purposes of this Sub-Clause:
2. “corrupt practice” [[6]](#footnote-6) is the offering, giving, receiving to soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
3. “fraudulent practice” [[7]](#footnote-7) is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

1. “collusive practice”[[8]](#footnote-8) is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
2. “coercive practice”[[9]](#footnote-9) is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
3. “obstructive practice” is
	1. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Financier investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
	2. acts intended to materially impede the exercise of the Financer’s inspection and audit rights provided for under GCC Clause 22.1.

[GCC 58.1]

## **Appendix I**

(General Conditions of Contract)

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

1. **Workmen Compensation Act, 1923**: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
2. **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.
3. **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:
	1. Pension or family pension on retirement or death as the case may be.
	2. Deposit linked insurance on the death in harness of the worker.
	3. Payment of P.F. accumulation on retirement/death etc.
4. **Maternity Benefit Act, 1961**: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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 notified 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 and deposit cess with the concerned authority.
16. **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.

Note: These features are given for reference only. The Contractor is to be responsible for compliance of all labour laws and regulations in terms of Clause 57 of the GCC.

**Contract Data**

|  |  |
| --- | --- |
| The **Employer** : **Governor of Himachal Pradesh Through Chief Engineer****Chief Engineer (Shimla Zone) HPPWD**Shimla, Himachal PradeshCountry: INDIA Telephone: +91-177 2620474Facsimile number: +91-177 2653362 Email: hp-shi4@nic.in | GCC 1.1 |
| The **Engineer** : **Executive Engineer, B & R Division, HPPWD Solan, Himachal Pradesh**Address :Executive Engineer , B & R Division , HPPWD,Solan, Distt. Solan, H.P.Himachal Pradesh, IndiaTel: 01792- 223811Fax: 01792- 223811E-mail: ee-sol-hp@nic.in | GCC 1.1 |
| The **Contractor** :Address :Country: INDIA Telephone: +91 Facsimile number: +91 Email: |  |
| The **Adjudicator** : **Superintending Engineer**HPPWD ,4th Circle ShimlaCountry: INDIA Shimla, Distt. ShimlaTelephone: +91-177 2653455Facsimile number: +91- 177 2653455Email: [hp-shi3@nic.in](http://hppwd.gov.in/UrlBlockedError.aspx) | GCC 1.1 |
| The **Works** under the Contract is to maintain the network of ruralroads on regular basis for a specified time period *[Refer Intended Completion Time]*. Each road shall be maintained by carrying out Routine maintenance (Ordinary Repairs) operations (Refer IRC:SP:2002 Rural Roads Manual Chapter 11 – Maintenance), which will generally include activities as given under:1. Routine Maintenance and up-keep of road components such as road formation, retaining walls, breast walls, culverts, bridges, causeways, pavement and other appurtenances
2. Clearance of landslides / slips caused by rains or other natural causes in hilly terrain

*[Also refer Section 5 – ‘Employer’s Requirements’]* | GCC 1.1 |
| The **Site** is the Rural Roads listed in Bid Data Sheet /Annexure I of Section 5 - ‘Employer’s Requirements’ of this Bid Document, falling in the jurisdiction of Solan HPPWD Division, Distt Solan , Himachal Pradesh .Total length of Rural Roads : **18.25 Km** | GCC 1.1 |
| The **Start Date** shall be **within 7 days from the date of signing of the Contract Agreement**  | GCC 1.1 |
| The **Intended Completion Date** for the whole of the Works is **12 months from the Start Date**. **Monsoon Period :** last week of June to September each year | GCC 1.1, 17& 27 |
|  *The* ***Intended Completion Date*** *for* ***Period-I is 1 month from the Start Date****.*  | GCC 17. 2 |
|  *The* ***Intended Completion Date*** *for* ***Period-II is11 months after the completion of the Period-I.*** | GCC 17. 2 |
| The following documents also form part of the Contract: **NIL**  | GCC 2.2(9) |
| The law which applies to the Contract is the **law of Union of India**. The language of the Contract documents is **English**. | GCC 3.1 |
| Address of Engineer: Refer GCC 1.1Address of Employer: Refer GCC 1.1The Engineer shall mutually decide with the Contractor on communication mode for reporting on routine / urgent notifications required under the Contract. *[Note : It can be Email on notified email id or SMS on a notified mobile number]* | GCC 6.1 |
| The Schedule of Other Contractors : The Engineer shall give the schedule from time to time | GCC 8.1 |
| The Contractor shall employ the following Key Personnel :**Site Supervisor** | GCC 9.1 |
| The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, the following insurance cover:

|  |  |  |  |
| --- | --- | --- | --- |
| S. No.  | Item | Minimum cover for insurance | Maximum deductible for insurance |
| 1.  | Works, Plants &Materials | Equal to contract amount | 0.4% of contract amount |
| 2.  | Loss or damage toEquipment | 10% of contract amount | 0.4% of contract amount |
| 3.  | Other properties | 5% of contract amount | 0.4% of contract amount |
| 4.  | Personal injury or death insurancea. For other people | Rs.15 lacs | - - |
|  | b. For Contractor’s employees | In accordance with statutory requirement applicable to India |

 | GCC 13.1 |
| The Employer shall give Possession of Site before Start Date | GCC 21.1 |
| Sole Arbitrator shall be Superintending Engineer (Arbitration) **HP PWD, Arbitration Circle Solan, HP** | GCC 25.3 |
| Arbitration proceedings shall be held at **Solan** | GCC 25.4 |
| The Contractor shall submit the Programme (for Additional Works of Period-Listed in Annexure II of Section 5) : **within two weeks of Start Date** | GCC 26.1 |
| Maximum Period for which Period-I can be extended : 1 month | GCC 27.1 |
| Number of equal instalments : Four | GCC 45.3 |
| Other fundamental breaches are: 1. For two consecutive months, Contractor receives less than 70% of the derived monthly payment (as per Letter of Acceptance) for the entire road network;

For two consecutive months, Contractor receives less than 70% of the derived monthly payment (as per Letter of Acceptance) for any road in the network; | GCC 52.2 |
| The percentage to apply to the value of the work not completed: 20% | GCC 53.1 |
| Material which can be procured from the Employer:* + 1. Bitumen (packed) @ Rs.60,700/- per MT
		2. Emulsion @ Rs. 57800/- per MT

Cement @ Rs. 300/- per bag | GCC 56.2 |

# SECTION 5

# EMPLOYER'S REQUIREMENTS

# (WORKS AND SPECIFICATIONS)

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 **Works and Specifications**

#### **Scope**

1. **Scope of Contract**
	1. The Scope of the works under the Contract is to maintain a network of rural roads on regular basis for a time period specified in the Contract data.
		1. **Ordinary Repairs** : Each road in the network shall be maintained by carrying out Routine maintenance (Ordinary Repairs) operations (Refer IRC:SP:2002 Rural Roads Manual Chapter 11 – Maintenance), which will generally include activities as given under:
2. Routine Maintenance and up-keep of road components such as road formation, retaining walls, breast walls, culverts, bridges, causeways, pavement and other appurtenances.
3. Clearance of landslides / slips caused by rains or other natural causes in hilly terrain, below the threshold limits proposed for Emergency Works.
	* 1. **Initial Rectification**: In the initial part of the Contract, the Contractor shall carry out minor rehabilitation works to bring the condition of the road components to a defined level and thereafter maintain that condition of the road for entire duration of the Contract. This initial period is specified period in the Contract Data.
		2. **Emergency Repairs**: The Contractor may be required to undertake some emergent works to repair or control damage to the road caused by unforeseen natural phenomenon such as heavy flooding, severe landslides, slope failures etc.
4. **Road network**
	1. The network of rural roads under the Contract falls in the jurisdiction of the Executive Engineer, PWD Division Solan, Himachal Pradesh and are listed in Annexure I of this section.
5. **Initial Rectification Works**
	1. In the initial period of the Contract, the Contractor shall repair any existing damages to the road and associated structures, so that the following conditions are met with by the end of this period:
6. There are no potholes in the carriageway
7. There are no surface patches in the carriageway
8. There are no depressions, ruttings or any corrugated surface in the carriageway
9. The surface bleeding of bituminous course, if any, has been treated
10. There is no edge break
11. The shoulders / berms are properly built-up and maintained in entire length of road
12. The existing side drains are clear of silt, debris, garbage etc., and water flows though these without any obstruction
13. The passage and inlets/outlets of existing Cross-Drainage structures are clear of silt, debris, garbage etc., and water flows though these without any obstruction
14. There is no growth of grass on carriageway
15. The vegetation along the road does not obstruct the vision of driver (Passenger car)
16. All existing Road Signage and Road marking (as per the layout and inventory detail given at time of bidding) is in good condition and visible to the road user
17. All existing parapets are in proper shape
18. All Kilometre stones are in place
	1. This initial period of Contract is defined as Period-I hereafter. Duration of Period-I is specified in the Contract Data (Refer GCC 17.2).
	2. During Period-I, the Contractor may also be required to construct and/or repair some additional works so as to attain the condition of the road as specified in para 3.1. These additional works are listed in Annexure II of this section.
19. **Routine Maintenance Works**
	1. In the subsequent period of the Contract i.e. the remaining period of the Contract, the Contractor shall regularly maintain the road and associated structures and ensure that the conditions met with after the completion of the Period-I are pro-actively preserved and any further damage to the road is prevented.
	2. This subsequent period of Contract is defined as Period-II hereafter. Duration of Period-II is specified in the Contract Data (Refer GCC 17.2).
20. **Emergency Works**
	1. During the execution of the Contract, there may arise a situation which warrants undertaking some emergent works to repair or control damage to the road caused by unforeseen natural phenomenon such as heavy flooding, severe landslides, slope failures etc. If directed so by the Engineer or Employer, the Contractor may be required to carry out some Emergency works to maintain the condition of the road. Further details regarding Emergency works are provided in Part J of this section.

#### **Specifications**

1. **Specifications**
	1. **‘Specifications for Rural Roads’**, published by Ministry of Rural Development (Year 2014) or any further amendment thereof, shall be followed to execute the works under Contract. In case of non-availability or ambiguity of any specification for any item of work or activity, the HPPWD Specifications (latest version) shall be followed and in the absence of the same the Engineer’s directions in such a case shall be deemed to be final.
	2. As a guidance, relevant clauses of Specifications for Rural Roads for construction of repair of damages is placed at Annexure III of this section. However, final application of any specification shall be after confirmation from the Engineer.
	3. The definition of any distress/defect of pavement mentioned in this document shall be as defined in the IRC SP:2002 Rural Roads Manual Chapter 11 – Maintenance.

#### **Quality Control**

1. **Quality of Works**
	1. The quality of the executed works shall be as per the ‘Specifications **for Rural Roads’**, published by Ministry of Rural Development (Year 2014) or any further amendment thereof.
	2. If the quality of any executed work or repaired Defect does not meet with the requisite specifications, then this work shall be treated as non-conformance.

#### **Measurement**

1. **Measurement of Works**
	1. Measurement of the executed works, for the purpose of payment, is not envisaged under this Contract, except for additional works (refer Cl 3.3 above) in Period-I.
	2. Measurement of additional works in Period I which are listed in Annexure II of this section, shall be on the basis of Bill of Quantities (Section 7) provided in the Bid.
	3. The measurement of routine maintenance works may be required to confirm the compliance of conditions specified for payment.
	4. Measurements shall be done using measurement procedures prescribed for relevant items in ‘Specifications for Rural Roads, published by Ministry of Rural Development Year 2014’. In absence of any standard procedure, the Engineer’s directions in such a case shall be deemed to be final.
2. **Unit length**
	1. One kilometre of road length shall be considered as one unit for the purpose of checking the conformance of defined parameters during Period-II and for recommending the due payments.
	2. First kilometre of each road shall deem to start from the start chainage of that road, and subsequent units will be measured accordingly.
	3. Any balance fraction of the road length, shall be checked and paid on prorata basis.
	4. Each kilometre length and any fraction thereof shall remain constant though out the duration of the contract. The Engineer and the Contractor shall agree and mark these units on ground as well as on their respective records after first joint inspection undertaken after the Start of the contract. This is to ensure consistency and uniformity in records, and to avoid ambiguity at any later stage.
	5. For the entire duration of the contract, each such identified unit shall remain constant and treated in isolation for the measurement and release of monthly payments.
	6. Balance fraction length of one road cannot be added to balance fraction length of another road. Balance fraction length of each road shall be checked and paid separately.

####  **Payments**

1. **Fixed Monthly Payment for routine maintenance**
	1. For routine maintenance works, a fixed monthly payment per unit length (kilometre) of the road network shall be derived from the Contractor’s single lump sum contract price. This fixed monthly payment will be mentioned in the Letter of Acceptance issued to the Contractor.
	2. The derived fixed monthly payment per unit length will remain constant for the entire duration of the Contract. In Period-I, this monthly payment is for executing works to attain a defined condition of road. In Period-II, this payment is for executing works to maintain a defined condition of road.*[For defined condition of road, refer Cl. 3.1 of this Section]*
	3. During Period-I, the Engineer shall check the progress of works being executed to bring the road condition to a desired level (as specified in Para 3.1 & 3.2). If the performance of the Contractor in executing these works is not in proportion to the total time allowed for Period-I, the Engineer can propose appropriate prorata deductions from the fixed monthly payment for that unit length. If by the end of Period-I, original or extended time, the Contractor is able to attain the defined condition of road, this deducted payment shall be refunded to the Contractor.
	4. During Period-II, the Engineer shall assess the performance of the Contractor in maintaining the road in a defined condition. Deductions from the fixed monthly payment shall be made for those Defects which are not maintained, based on the weighted scores linked to maintenance of the listed Defects.
	5. A Conformance monitoring mechanism, for assessing the performance of the Contractor based on the weighted score of each Defect, is explained in Part F of this section.
	6. Payment assessment shall be done for each unit length i.e. one kilometre length of road. For any balance fraction length of road, the payment shall be calculated on pro rata basis.
2. **Payments for additional works during Period-I**
	1. For the additional works during Period – I, which are listed in Annexure II, the payment shall be made on the basis of executed and completed items of works in Bill of quantities in Section-7.
3. **Release of payment**
	1. The payment shall be released as single payment, after aggregating due payments for each road and then for the entire road network under the Contract.
	2. Payment will be released to the Contractor within one week of the inspection of the roads in the network by the Engineer.[A specimen of Engineer’s assessment of monthly payment is placed at Annexure VII (A)]

#### **Conformance Monitoring during Period-II**

1. **Pro-active approach to preserve assets**
	1. During Period-II, Contractor shall regularly maintain the road and associated structures so that the attained condition of the road by end of Period-I is pro-actively preserved and any further damages to the road is prevented.
	2. During Period-II, the Contractor shall ensure that the condition of the road is maintained nearly to the same condition as attained at the end of the Period-I. These defined conditions(refer para 3.1 above) are repeated below:
2. There are no potholes in the carriageway
3. There are no surface patches in the carriageway
4. There are no depressions, ruttings or any corrugated surface in the carriageway
5. The surface bleeding of bituminous course, if any, has been treated
6. There is no edge break
7. The shoulders / berms are properly built-up and maintained in entire length of road
8. The existing side drains are clear of silt, debris, garbage etc., and water flows though these without any obstruction
9. The passage and inlets/outlets of existing Cross-Drainage structures are clear of silt, debris, garbage etc., and water flows though these without any obstruction
10. There is no growth of grass on carriageway
11. The vegetation along the road does not obstruct the vision of driver (Passenger car)
12. All existing Road Signage and Road marking (as per the layout and inventory detail given at time of bidding) is in good condition and visible to the road user
13. All existing parapetsare in proper shape
14. All Kilometre stones are in place
15. **Maintenance of Defects**
	1. For maintaining the road in defined condition, the Contractor shall regularly supervise the site to check occurrence of Defects and attend to these Defects at the earliest possible.
	2. Specific weightage to maintenance of each Defect is given in Annexure IV, based on the importance and criticality of that Defect, in preservation of the road assets and in the comfort and safety of the road users.
	3. Suggested maintenance measures to manage the listed Defects, is placed at Annexure V of this section.
	4. A suggested Intervention Period for each Defect is also defined in Annexure V of this section. During the Intervention Period of a Defect, the Contractor is expected to check the status of that Defect at least once and undertake any required maintenance measures to manage that Defect.
16. **Performance measurement**
	1. The performance of the Contractor in Period – II shall be measured by the status of any Defect at the time of inspection by the Engineer.
	2. Taking into account the fact that, there are bound to be some damages to road in the period between the maintenance undertaken by the Contractor and the inspection done by the Engineer, certain allowances have been permitted for each of the Defect.
	3. If the Defect is within the permissible allowance at the time of monthly inspection, it is deemed that the Performance criteria for that Defect is met with by the Contractor. The Permissible allowance/ Performance criteria for each of the Defect are listed in Annexure VI of this section.
	4. For certain Defects, more than one performance criteria is defined. For the Defect to be treated within permissible allowance, all of the performance criteria for that defect are to be met.
	5. Performance measurement shall be checked for each identified kilometre or fraction length thereof of the road.
17. **Deduction in payments due to Non - Conformance**
	1. When the road is inspected by the Engineer to confirm the monthly report of the Contractor, if the Defect is within the permissible allowance it is deemed that defined performance criteria for that Defect is met with and no deduction of the payment for that Defect shall be made.
	2. If the Defect is not within the permissible allowance, it is deemed that the defined performance criteria for that Defect is not met with. This is treated as non-conformance on performance criteria for that Defect. In such case, weighted monthly payment for that Defect for that unit length (One Kilometre or fraction of it as the case maybe) shall be retained.
18. **Notice Period**
	1. In case the defined performance criteria for any Defect is not met with, the Engineer shall allow the Contractor a certain period to repair/control that Defect and bring it to the defined condition specified in para 15.3 above.
	2. During this period, which is termed as ‘Notice Period’, the Contractor is required to undertake suitable maintenance measures to manage that Defect. Notice period for each Defect is listed in Annexure VI.
	3. Notice Period for each Defect will start from the date of the inspection of that Defect by the Engineer.
	4. During the next monthly inspection or after the completion of allowed Notice Period, if the Engineer notes that the defined performance criteria for that Defect has been met with, the retained payment for that Defect shall be refunded.
19. **Deduction in payments due to subsequent Non – Conformance**
	1. During the next monthly inspection or after the completion of allowed Notice Period, if the Engineer notes that the defined performance criteria for that Defect is still not met with, weighted monthly payment for that Defect for the entire road shall be deducted.
	2. The Contractor is allowed another opportunity to manage that Defect, within a Notice Period of the same duration.
	3. Even after allowing two Notice Periods to manage a Defect, if the defined performance criteria for any Defect is not met with i.e. the Contractor has failed for three consecutive times to meet the performance criteria for that Defect, monthly payment for the entire road shall be deductedfromContractor until the Defect is within the permissible limit as specified in para 15.3. The contractor shall lose his right to receipt of this deducted amount.
20. **Deduction in payment due to Non – Conformance in Drainage**
	1. The Employer gives very high importance to proper and timely drainage of water from the road, and treats drainage as a very critical activity for maintenance and preservation of the road.
	2. If during the monthly inspection, the Engineer notes that the performance criteria for any of the Defects related to drainage of water (item 3 of Annexure IV / V / VI) is not met with, monthly payment for that unit (kilometre or fraction) length of the road is retained till the time these Defects are within the permissible limit as specified in para 15.3. *[This implies that in case the performance criteria for any listed defect of drainage is not met with, the Employer shall retain full monthly amount due for that unit length even if the performance criteria of other Defects is within permissible limits]*.
21. **Self-Auditing**
	1. The Contractor shall provide a self-certification in his monthly report (as per the template in Annexure VII) that he has undertaken sufficient maintenance measures to control all the instances of any listed Defect.
	2. The Contractor shall submit the photographs of the maintenance measures undertaken with his monthly report, depicting the status before and after undertaking the maintenance measures. Any maintenance measures undertaken in the Notice period shall also be reported in next monthly report, and supported with digital photographs.
	3. The photographs should be of at least 1280 x 720 resolution, GPS tagged, and date/time stamped. *[For this the Contractor can use any Smartphone which supports these features].* The title of the photograph should indicate the chainage of the site where the photograph is taken. Further guidance on this requirement shall be provided by the Engineer.
	4. The photographs provided by the Contractor should be unedited soft copies of photographs. Any attempt to tamper with GPS tag and date/time stamp of any photograph shall be treated as non-conformance in self-auditing.
	5. Non-conformance in self-auditing for any defect shall be treated if,
22. The Contractor does not submit digital photographs as evidence of undertaking maintenance measures for that defect within defined period
23. The submitted digital photographs does not carry GPS tag and time / date stamp as evidence of undertaking maintenance measures on certain section of road within defined period
24. The GPS tag and time / date stamp of the submitted digital photographs has been deliberately tampered
	1. In case of non-compliance in self-auditing for the item (i) and (ii) of the previous para, 30% of the weighted monthly payment for that Defect (refer para 18) in that kilometre length (or fraction thereof) shall not be paid to the Contractor. In case of non-compliance in self-auditing for the item (iii) of the previous para, this deduction in payment shall be 50%.

#### **Reporting**

1. **Monthly Reports**
	1. One Monthly Report shall be submitted by the Contractor for the entire road network under Contract.
	2. For routine maintenance works in Period-I, the Contractor shall certify the percentage progress of the works in execution to attain the defined conditions.
	3. For additional works in Period-I which are listed in Annexure II, the Contractor shall certify the quantity executed for each item in the provided Bill of Quantities.
	4. For Period-II, the Contractor shall certify that he has undertaken required maintenance measures to keep the road in defined condition. This report shall be submitted as per the template provided in Annexure VII of this Section.
	5. The progress of the works shall be accompanied with GPS tagged digital photographs (soft copies).
	6. However the final format for monthly reporting, both for Period-I and Period-II, shall be decided with the Engineer before submission of the respective first monthly report.
	7. Contractor shall submit his monthly report to the Engineer within one week of the completion of the monthly cycle. Monthly payment request shall be part of the monthly report.
	8. If the monthly report is not received by the Engineer within one week of the completion of the monthly cycle, it shall be deemed that there is no request for the payment from Contractor for that month and that this monthly payment claim has been forfeited by the Contractor.

#### **Inspections**

1. **Inspection at the Start of the Contract**
	1. The Engineer and the Contractor shall undertake a joint inspection of the roads under the contract, within 2 weeks of signing the agreement, to reconfirm the condition of the road, record the road inventory and resolve any issues that may impact the implementation of the Contract. If required, Start date of the contract can be rescheduled accordingly.
2. **Inspection at the completion of Period-I**
	1. The Engineer and the Contractor shall undertake a joint inspection of the roads under the contract, within one week after the scheduled completion of Period-I, to check and confirm that the condition of the road meets with the criteria specified under Para 3.1 above, and that the additional works required to be constructed and/or repaired as specified in Para 3.2 (i.e. Annexure II) are complete for each of the road. If need be, this inspection can be repeated unless Engineer is satisfied by the results.
3. **Monthly Inspection**
	1. A monthly inspection of works under the contract shall be carried out jointly by Engineer and Contractor to check and confirm,
4. Information submitted by Contractor in his monthly report
5. Quality of the works executed (as per the respective specifications)
	1. This monthly inspection shall be carried out within one week of the submission of the monthly report from Contractor.
6. **Random Inspection**
	1. The Employer and/or Engineer can undertake the inspection of works under the contract any time during the execution of the Contract.
7. **Inspection by Contractor within Intervention Periods**
	1. The Contractor is advised to undertake inspection of the roads at least once during each intervention period for each of the listed Defect as provided in Annexure V of this Section.
8. **Road Condition Surveys**
	1. Employer may require to engage an agency or departmental personnel for carrying out Road condition surveys, or any similar exercise on the roads under contract which may or may not have relation with the current contract. The Contractor shall allow such survey/exercise, and facilitate with any information which is required.

#### **Special Instructions**

1. **General**
	1. Though under the Contract it is implied that the Contractor shall be executing works in a pro-active manner and undertaking appropriate control measures, to maintain the condition of road at a certain defined level, as per relevant specifications and directions of the Engineer; below mentioned instructions should be taken into consideration for some specific works unless Engineer issues his own directions.
2. **Shoulders and Edges**
	1. In case the road under the contract is subjected to trenching by telephone / electrical department or any other external agency (after approval from department), then the affected performance criteria of Edge Break and Shoulder maintenance shall be removed from the scope of the contract. The length of such sections and the time period when these are not in scope along with the prorata lump sum payment which is affected shall be informed to the Contractor and mutually agreed.
	2. It may not be possible to meet the criteria of allowable width for the edge break, where the edge breaks are already beyond this limit due to partial restoration of the trenches for cable laying. In such case either the department will restore the edge in original shape before contract is awarded or the Contractor’s responsibility would only be limited to maintain this portion at level of the shoulder/berm using the same material (of shoulder/berm).
	3. For stretches in super elevation the criteria of any part of shoulder not being not above the carriageway would not be applicable. In such cases the requirement would be to maintain the slope of super elevation.
	4. At many locations farmers periodically scrap soil from their land and dispose it on the shoulders. In case Contractor is prevented from maintaining shoulders by the farmer on the pretext of damage to his land / crops, the Engineer shall persuade the farmer on this account. Even after repeated attempts, if the issue is not resolved the Engineer shall take the issue with civil administration. Till a resolution to this problem is found, the Engineer and Contractor shall identify such sections and mutually agree on the arrangement of draining out the water from effected section, and maintaining the shoulders keeping road safety aspects in mind.
3. **Surface Runoff**
	1. After any rainfall, the Contractor shall make sure that the water is cleared from the carriageway and the shoulders. For this Contractor may have to construct temporary *(kutcha)* side drains and outfalls. Such provision shall not lead to any conflict with the farmers / public.
4. **Side drains**
	1. The Contractor shall have the responsibility to keep the path of the side drain clear of any silt, debris or any obstruction. This condition is applicable only on the existing permanent (pucca) side drains and is considered for compliance for conformance monitoring under the Contract. Detail of permanent side drain along the road is provided in the inventory details of the road provided in Annexure VIII.
	2. If subsequently some length of identified permanent drain becomes permanently blocked or some existing length of permanent side drain is added, the Engineer shall make deduction or addition in the length of the permanent drain considered for compliance under these criteria, and the due payment to Contractor for this activity increased or decreased on prorata basis.
5. **Cross drainage works**
	1. The Contractor shall have the responsibility to keep the inlets, outlets and passage of all cross drainage structures clear of any silt, debris or any obstruction. This condition is applicable only on the existing cross drainage structures and is considered for compliance for conformance monitoring under the Contract. Detail of cross drainage structures along the road is provided in the inventory details of the road provided in Annexure VIII.
	2. If some cross drainage structures are permanently blocked or cannot be made operational due to any valid reason (accepted by Employer), the Engineer shall reduce due payment to Contractor for this activity on pro rata basis.
6. **Snow Clearance**
	1. Snow Clearance is not under the scope of this Contract, and shall be undertaken by the department.
	2. Department shall notify the Contractor in advance the length of the affected stretch of road and the time period for which this stretch shall not be under the scope of this Contract.
	3. If the carriageway is damaged due to Snow Clearance operations, such stretches would be repaired by the department before handing back to Contractor.
	4. Videography of the stretches to be taken over by the department for Snow clearance shall be done, before taking over and at the time of handing over to the Contractor.
7. **General Household Garbage**
	1. Contractor will be responsible for the removal of garbage from the culverts / drains except in areas where this is under control of panchayat / municipal committee.
8. **Disposal Site**
	1. Disposal of any Garbage or debris from the site of work should only be done at locations inspected and approved by the Engineer.
9. **Approval from forest department**
	1. In some States, trees within the right-of-way of a road are property of the forest department. The Engineer and the Contractor should check the requirement of seeking approval from forest department (or any other authority) before cutting / pruning any trees and/or vegetation.
10. **Road Safety**
	1. Building materials / Material stock pile within the road: Contractor shall report to the Engineer within 2 days if he notices any building material or any other material stock pile being placed (temporarily or dumped) on the shoulders or carriageway of the road.
	2. Accidents: Contractor shall report to the Engineer as early as possible, if he notices any road accident or any dead animal which has interrupted the normal flow of traffic on road.
	3. Maintenance of Road Furniture: Only that Road furniture (Road Signage, Km stones, 200m stones etc.) which is existing at site or those which have been provided by the Contractor as part of initial rehabilitation (in Period-I) of the road are covered under this activity. In case of theft or vandalism the Contractor’s liability shall be limited to report the incident to Engineer.
	4. Painting and Whitewashing of Road furniture shall be undertaken at frequency as per the requirements of Manual / Specifications of MoRD.
11. **Encroachments**
	1. Any instance of encroachment within the right of way of any road in network shall be reported by the Contractor in his monthly report.
12. **Decent Work**
	1. International Labour Organisation (ILO) has adopted Decent Work Country Programme (DWCP) for India through a process of tripartite consultation as a mechanism to provide technical advisory services by the ILO to the constituents. The ILO Decent Work Technical Support Team for South Asia and Country Office for India (DWT/CO-New Delhi) operates a wide range of programmes and projects in the sub-region focusing on relief and development challenges. Some key areas of ILO’s work in India is:
* Employment Strategies;
* Skills and employability;
* Micro and small enterprise development;
* Inclusive growth;
* Extending social protection;
* Occupational safety and health and conditions of work;
* Elimination of child labour;
* Gender equality;
* Protection of migrant workers;
* HIV/AIDS;
* Strengthening Ministries of Labour and Employment, Employers; and Workers’ Organizations;
* Labour market governance;
* Tripartism and social dialogue; and
* International Labour Standards.

During the course of the Contract, the key stakeholders of the Contract i.e. the Employer, the Engineer and the Contractor can be involved in some relevant interactive sessions arranged by ILO, for knowledge sharing, seeking inputs and sensitization on these key areas.

#### **Emergency Works**

1. **Emergency Works**
	1. Engineer shall decide whether the works due to any unforeseen natural phenomenon can be considered as Emergency Works.
	2. The Engineer shall make reasonable assessment of the extent of Emergency works, and its impact on the works to be executed and on the conformance criteria to be met under the normal conditions.
	3. If there is need to carry out Emergency Works during the duration of the Contract, these shall be only on the directions of the Engineer, and later on approved by Employer. Irrespective of the status of the approval by the Employer, any Emergency work directed by the Engineer shall be paid in the next monthly Bill.
	4. In case a section of road length cannot be maintained under normal conditions of contract due to occurrence of any Emergency event, such road length shall be not considered for the conformance requirement, till it is brought back to the normal condition, and payment for such section (decided on prorata basis) shall neither be made nor deducted from the Contractor for such a period.
	5. If Engineer issues verbal instructions to carry out Emergency works, these shall be followed by written confirmation within one day of issuance of verbal instructions otherwise Contractor has option to not to carry out such Emergency Work.
	6. Contractor shall be paid on the Day work rates given by Employer at the time of bidding. In case day work rates are not available, rates based on Data Book of Ministry of Rural Development (MoRD) payable at the time of undertaking the Emergency Works shall be applied.
	7. Where items of Emergency Work carried out by the Contracting Entity are not covered under the either Day Works schedule or in MoRD Data Book, the work the costing will be done by seeking and confirming market rate quote from the Contractor.
	8. Engineer shall have the option to get the Emergency Works executed from another Contractor or departmentally. In such a case, the impacted road section shall be not considered for the conformance requirement, till it is brought back to the normal condition, and payment for such section (decided on pro rata basis) shall not be made to Contractor (current) for such a period.
	9. If any road under the contract requires major rehabilitation during the course of contract and cannot be maintained by routine maintenance activities, due to any circumstances, emergency or otherwise, which occurred after the signing of the contract (such as excessive overloading due to closure or bad shape of a main highway) then the Employer can remove the particular road from the Contract after notifying the Contractor and stop the monthly payments for that particular road.

**Section 5 / Annexure I**

**List of Rural Roads under the Contract**

Division: HPPWD Division Solan (Himachal Pradesh)

[Package: 1]

|  |  |  |  |
| --- | --- | --- | --- |
| **S No.** | **Road No.** | **Name of the Road** | **Length (Km)** |
| 1 | HP1105VR0062 | Waknaghat to Subathu Road (kms 0/0 to kms 18/250) | 18.250 Km |
|  |  | TOTAL Road Length (Km) |  18.250 Km |

**Section 5 / Annexure II**

**List of Additional Works to be constructed/repaired in the Period-I**

Division: HPPWD Division Solan (Himachal Pradesh)

|  |  |  |
| --- | --- | --- |
| **1** | Providing & laying plain concrete P.C.C grade M 10 Nominal mix 1:3:6 (20mm nominal size) in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203 | **36.00 cubic metres** |
| **2** | Ruffing, depressions and corrugation Repair by clearing and removal of loose material providing tack coat with bitumen Emulsion and filling with grading premix using Catonic Emulsion(special technical specification B2.3.3) in Layer not exceeding 50mm to average depth of 50mm as per MORD technical specification 501.3 | **471.95****Square metre** |

**Non Bituminous Works:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S. No. | **Description of item** | **No.** | **Length** | **Width** | **Ht./ depth** | **Qty.** |  |
| 1 | Providing P.C.C grade M 10 Nominal mix 1:3:6 (20mm nominal size) for plain concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203       |
|   | **For damaged drain** |   |   |   |   |   |   |
|   |  Km. 6/0 to 7/0 | 1 | 40.00 | - | - | 40.00 | Rmt. |
|   |  Km. 7/0 to 8/0 | 1 | 50.00 | - | - | 50.00 | Rmt. |
|   |  Km. 8/0 to 9/0 | 1 | 45.00 | - | - | 45.00 | Rmt. |
|   |  Km. 9/0 to 10/0 | 1 | 38.00 | - | - | 38.00 | Rmt. |
|   |  Km. 10/0 to 11/0 | 1 | 44.00 | - | - | 44.00 | Rmt. |
|   |  Km. 11/0 to 12/0 | 1 | 32.00 | - | - | 32.00 | Rmt. |
|   |  Km. 12/0 to 13/0 | 1 | 50.00 | - | - | 50.00 | Rmt. |
|   |  Km. 13/0 to 14/0 | 1 | 34.00 | - | - | 34.00 | Rmt. |
|   |  Km. 14/0 to 15/0 | 1 | 48.00 | - | - | 48.00 | Rmt. |
|   |  Km. 15/0 to 16/0 | 1 | 38.00 | - | - | 38.00 | Rmt. |
|   |  Km. 16/0 to 17/0 | 1 | 45.00 | - | - | 45.00 | Rmt. |
|   |  Km. 17/0 to 18/0 | 1 | 36.00 | - | - | 36.00 | Rmt. |
|   |   |   |   |   |   | **500.00** | **Rmt.** |
|   | **Qty.**  | 1 | 500.00 | (0.47+0.25) | 0.10 | **36.00** | **Cum.** |

**Bituminous Works:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| S. No. | **Description of item** | **No.** | **Length** | **Width** | **Ht./ depth** | **Qty.** |  |
| 1 | Ruffing, depressions and corrugation Repair by clearing and removal of loose material providing tack coat with bitumen Emulsion and filling with grading premix using Catonic Emulsion(special technical specification B2.3.3) in Layer not exceeding 50mm to0 average depth of 50mm as per MORD technical specification 501.3 |
|   | **For damaged road surface** |   |   |   |   |   |   |
|   |  Km. 0/0 to 1/0 | 1 | 10.00 | 1.40 | - | 14.00 | Sqm. |
|   |   | 1 | 15.00 | 1.00 | - | 15.00 | Sqm. |
|   |  Km. 1/0 to 2/0 | 1 | 12.00 | 1.10 | - | 13.20 | Sqm. |
|   |   | 1 | 14.00 | 0.90 | - | 12.60 | Sqm. |
|   |  Km. 2/0 to 3/0 | 1 | 11.00 | 1.40 | - | 15.40 | Sqm. |
|   |   | 1 | 12.00 | 0.90 | - | 10.80 | Sqm. |
|   |  Km. 3/0 to 4/0 | 1 | 14.00 | 1.00 | - | 14.00 | Sqm. |
|   |   | 1 | 11.00 | 1.10 | - | 12.10 | Sqm. |
|   |  Km. 4/0 to 5/0 | 1 | 13.00 | 1.00 | - | 13.00 | Sqm. |
|   |   | 1 | 15.00 | 0.80 | - | 12.00 | Sqm. |
|   |  Km. 5/0 to 6/0 | 1 | 18.00 | 1.10 | - | 19.80 | Sqm. |
|   |   | 1 | 10.00 | 1.20 | - | 12.00 | Sqm. |
|   |  Km. 6/0 to 7/0 | 1 | 13.00 | 1.20 | - | 15.60 | Sqm. |
|   |   | 1 | 15.00 | 0.80 | - | 12.00 | Sqm. |
|   |  Km. 7/0 to 8/0 | 1 | 9.00 | 1.40 | - | 12.60 | Sqm. |
|   |   | 1 | 10.40 | 1.00 | - | 10.40 | Sqm. |
|   |  Km. 8/0 to 9/0 | 1 | 11.00 | 1.00 | - | 11.00 | Sqm. |
|   |   | 1 | 15.00 | 1.50 | - | 22.50 | Sqm. |
|   |  Km. 9/0 to 10/0 | 1 | 12.00 | 1.00 | - | 12.00 | Sqm. |
|   |   | 1 | 14.00 | 0.80 | - | 11.20 | Sqm. |
|   |  Km. 10/0 to 11/0 | 1 | 12.00 | 1.00 | - | 12.00 | Sqm. |
|   |   | 1 | 14.00 | 0.80 | - | 11.20 | Sqm. |
|   |  Km. 11/0 to 12/0 | 1 | 8.00 | 0.90 | - | 7.20 | Sqm. |
|   |   | 1 | 7.00 | 0.80 | - | 5.60 | Sqm. |
|   |  Km. 12/0 to 13/0 | 1 | 10.00 | 1.00 | - | 10.00 | Sqm. |
|   |   | 1 | 12.00 | 1.20 | - | 14.40 | Sqm. |
|   |  Km. 13/0 to 14/0 | 1 | 15.00 | 1.00 | - | 15.00 | Sqm. |
|   |   | 1 | 13.00 | 0.90 | - | 11.70 | Sqm. |
|   |  Km. 14/0 to 15/0 | 1 | 18.00 | 1.00 | - | 18.00 | Sqm. |
|   |   | 1 | 12.00 | 0.80 | - | 9.60 | Sqm. |
|   |  Km. 15/0 to 16/0 | 1 | 13.50 | 1.20 | - | 16.20 | Sqm. |
|   |   | 1 | 14.00 | 0.80 | - | 11.20 | Sqm. |
|   |  Km. 16/0 to 17/0 | 1 | 15.00 | 1.15 | - | 17.25 | Sqm. |
|   |   | 1 | 12.00 | 0.60 | - | 7.20 | Sqm. |
|   |  Km. 17/0 to 18/250 | 1 | 16.00 | 0.90 | - | 14.40 | Sqm. |
|   |   | 1 | 18.00 | 1.10 | - | 19.80 | Sqm. |
|  | **Total :-** |  |  |  |  | **471.95** | Sqm. |

*\*Details and drawings can be confirmed from the EE office*

**Section 5 / Annexure III**

**Relevant Specifications for the repair of the defects**

|  |  |  |
| --- | --- | --- |
| No. | **Defect** | **Relevant Specifications\***  |
| 1 | **Carriageway (Pavement)** |   |
|  | (i) Surface patches (Due to stripping, ravelling, delamination etc.) | 1904,1905,1907 |
| (ii) Potholes |
| (iii) Surface deformations (all depressed, rutted or corrugated surfaces) |
| (iv) Surface Bleeding |
| 2 | **Edges & Shoulders** |   |
|  | (i) Edge Break | - |
| (ii) Deformation / Scouring of Shoulders (Berms) | 1902, 1903 |
| 3 | **Drainage** |  |
|  | (i) Surface runoff | - |
| (ii) Side drains | 1908 |
| (iii) Cross-Drains (Culverts) and Causeways | 1909, 1910 |
| 4 | **Vegetation Control** |   |
|  | (i) Shrubs, Bushes, Grass | 1915 |
| (ii) Tree branches |
| 5 | **Road Safety** |  |
|  | (i) Blockage on carriageway | - |
| (i) Road Signage & Road Marking | 1911 |
| (ii) Railings of Bridges & Parapets of Culverts | 1912,1916 |
| (iii) Maintenance of 200m, Km and guard stones | 1913 |
| 6 | **Side slopes (in case of hilly areas)** |   |
|  | (i) Landslides / Slips (Hill Side) [Less than 5 cum in each instance] |  |
|  | (ii) Erosion of Slopes (Valley Side) [If damages more than half width of the shoulder] |  |

\* **Specifications for Rural Roads**, *published by Ministry of Rural Development Year 2014*

**Section 5 / Annexure IV**

**Weightage assigned to Defects for releasing payments in Period –II**

**For Hilly Areas (Normal Season)**

|  |  |  |
| --- | --- | --- |
|   | **Defect** | **Weightage** |
|
| 1 | **Pavement** | **38** |
|  | (i) Surface patches\* (Due to stripping, ravelling, delamination) | 20 |
| (ii) Potholes | 10 |
| (iii) Surface deformations (all depressed, rutted or corrugated surfaces) | 8 |
|
| (iv) Surface Bleeding | 0 |
| 2 | **Edges & Shoulders** | **25** |
|   | (i) Edge Break | 10 |
| (ii) Deformation / Scouring of Shoulders (Berms) | 15 |
| 3 | **Drainage** | **18** |
|   | (i) Surface runoff | 0 |
| (ii) Side drains | 8 |
| (iii) Cross-Drains (Culverts) | 10 |
| 4 | **Vegetation Control** | **4** |
|   | (i) Shrubs, Bushes, Grass | 3 |
| (ii) Tree branches | 1 |
| 5 | **Road Safety** | **10** |
|   | (i) Blockage on carriageway | 1 |
| (i) Road Signage & Road Marking | 3 |
| (ii) Railings of Bridges & Parapets of Culverts | 4 |
| (iii) Maintenance of 200m, Km and guard stones | 2 |
| 6 | **Side slopes**  | **5** |
|  | (i) Landslides / Slips (Hill Side) [Less than 3 cum in each instance] | 3 |
|  | (ii) Erosion of Slopes (Valley Side) [If damages more than half width of the shoulder] | 2 |

*\** Cracked surface, having cracks of width more than 5mm, shall be considered as area eligible for surface patching *[A single isolated crack will be assessed as having equivalent surface area of 0.5 sqm per metre length]*

**Weightage assigned to Defects for releasing payments in Period –II**

**For Hilly Areas (Rainy Season)**

|  |  |  |
| --- | --- | --- |
|   | **Defect** | **Weightage** |
|
| 1 | **Pavement** | **38** |
|  | (i) Surface patches\* (Due to stripping, ravelling, delamination) | 20 |
| (ii) Potholes | 10 |
| (iii) Surface deformations (all depressed, rutted or corrugated surfaces) | 8 |
|
| (iv) Surface Bleeding | 0 |
| 2 | **Edges & Shoulders** | **25** |
|   | (i) Edge Break | 10 |
| (ii) Deformation / Scouring of Shoulders (Berms) | 15 |
| 3 | **Drainage** | **18** |
|   | (i) Surface runoff | 0 |
| (ii) Side drains | 8 |
| (iii) Cross-Drains (Culverts) | 10 |
| 4 | **Vegetation Control** | **2** |
|   | (i) Shrubs, Bushes, Grass | 1 |
| (ii) Tree branches | 1 |
| 5 | **Road Safety** | **8** |
|   | (i) Blockage on carriageway | 1 |
| (i) Road Signage & Road Marking | 2 |
| (ii) Railings of Bridges & Parapets of Culverts | 4 |
| (iii) Maintenance of 200m, Km and guard stones | 1 |
| 6 | **Side slopes**  | **9** |
|  | (i) Landslides / Slips (Hill Side) [Less than 3 cum in each instance] | 6 |
|  | (ii) Erosion of Slopes (Valley Side) [If damages more than half width of the shoulder] | 3 |

*\** Cracked surface, having cracks of width more than 5mm, shall be considered as area eligible for surface patching *[A single isolated crack will be assessed as having equivalent surface area of 0.5 sqm per metre length]*

**Section 5 / Annexure V**

**Intervention Period to undertake maintenance measures to control Defects**

|  |  |  |  |
| --- | --- | --- | --- |
|  No. | **Defect** | **Maintenance measure** | **Intervention Period (Minimum Frequency of undertaking maintenance measures to control defect)** |
| 1 | **Carriageway (Pavement)** |   |   |
|  | (i) Surface patches\* (Due to stripping, ravelling, delamination etc.) | Surface Patching | 1. Once every two months.
2. One month before the onset of the monsoon period
 |
| (ii) Potholes | Pothole repair | Once every month |
| (iii) Surface deformations (all depressed, rutted or corrugated surfaces) | Repair surface deformations | Once every month |
| (iv) Surface Bleeding | Treat Bleeding | Once every month |
| 2 | **Edges & Shoulders** |   |   |
|  | (i) Edge Break | Repair road edge, including adjacent shoulder | Once every month |
| (ii) Deformation / Scouring of Shoulders (Berms) | Fill / Scrap and compact the Shoulder to maintain its profile  | Once every month |
| 3 | **Drainage** |   |   |
|  | (i) Surface runoff | Drain out the water from Carriageway and shoulders | Within One day of stoppage of rain |
| (ii) Side drains | Clean the side drains of any Silt, debris or any obstruction | 1. Once every month.
2. One month before the onset of the monsoon period
 |
| (iii) Cross-Drains (Culverts) | Clean the culvert passage/pipe, inlet and outlet of any Silt, debris or any obstruction | 1. Once every two months.
2. One month before the onset of the monsoon period
 |
| 4 | **Vegetation Control** |   |   |
|  | (i) Shrubs, Bushes, Grass | Cut the grass. Clear the bushes / shrubs | Once every month |
| (ii) Tree branches | Prune the branches (after the clearance of the forest department, if required) | Once every month |
| 5 | **Road Safety** |   |   |
|  | (i) Blockage on carriageway | Remove Blockage (to a safe distance from shoulders) | Within 4 hours of observation by Contractor or notification to Contractor by the Engineer/ any public representative / police |
| (i) Road Signage & Road Marking | Keep clean all the road signage | 1. Once every month.
2. Once every fortnight during monsoon period
 |
| Repair road signs | 1. At the earliest after damage coming to the notice of Contractor.
2. Within two weeks of Employer notifying the Contractor
 |
| Report the missing road signs to Employer | In the monthly report to Employer |
| Repaint road markings | Repaint once every six months |
| (ii) Railings of Bridges & Parapets of Culverts | Replace / Repair bridge railings. Construct / Repair parapet of the culverts | Within two weeks of observation by Contractor or notification to Contractor by the Engineer/ any public representative / police |
| (iii) Maintenance of 200m, Km and guard stones | Replace any missing 200m, km and guard stones.  | Once every month |
| Repair and repaint 200m, km and guard stones | Once in a year |
| 6 | **Side slopes (in case of hilly areas)** |   |   |
|  | (i) Landslides / Slips (Hill Side) [Less than 3 cum in each instance] | Clear the debris from carriageway | 1. At the earliest after slide / slip coming to the notice of Contractor or notification to Contractor by the Engineer/ any public representative / police
2. Within 24 hours of occurrence
 |
|  |  | Clear the debris from Shoulders | Within 48 Hours of occurrence |
|  | (ii) Erosion of Slopes (Valley Side) [If damages more than half width of the shoulder] | Secure the Shoulder / Carriageway with Road Safety measures | At the earliest after erosion coming to the notice of Contractor or notification to Contractor by the Engineer/ any public representative / police |
|  |  | Rebuild / Stabilise the Slopes | Within one fortnight |

*\** Cracked surface, having cracks of width more than 5mm, shall be considered as area eligible for surface patching *[A single isolated crack will be assessed as having equivalent surface area of 0.5 sqm per metre length]*

**Section 5 / Annexure VI**

**Performance Criteria for Defects**

|  |  |  |  |
| --- | --- | --- | --- |
|   | **Defect** | **Performance Criteria (Permissible allowance)** **[Within One km of road section]** |  **Notice Period** |
|  |  |  |  |
| 1 | **Pavement** |   |   |
|  | (i) Surface patches\* (Due to stripping, ravelling, delamination) | Pavement surface damaged [due to cracks ( > 5mm), stripping, ravelling, delamination] should be **less than 1%** of the total surface area of carriageway | One month |
| (ii) Potholes | 1. **Not more than 4** potholes in one km stretch with diameter more than **300mm**.  | Two weeks |
| 2. **Not more than 1 (one) sqm of area** ofpotholes |
| 3. No pothole more than (**depth of the wearing course + 50mm)** |
| (iii) Surface deformations (all depressed, rutted or corrugated surfaces) | 1. No depression, rutting or corrugated surface is **more than 50mm deep** (measured with 3.0 m straight edge) | Two weeks |
| 2. No depression, rutting or corrugated surface is **more than 1.5m long** |
| (iv) Surface Bleeding | No isolated bleeding surface should be more than **5 sqm** | Two weeks |
| 2 | **Edges & Shoulders** |   |   |
|  | (i) Edge Break  | 1. No edge break should be more than **150mm** wide (also refer Cl. 29.2 of Section 5) | Four weeks  |
| 2. On either side, the cumulative length of the edge break should be **less than 20m** |
| 3. No isolated continuous edge break more than **5m** |
| (ii) Deformation / Scouring of Shoulders (Berms) | 1.No scour / pothole in shoulder **more than 50mm deep** | One month |
| 2. Drop off of shoulder from carriageway edge top is **not more than 50mm** deep, for **5m** isolated stretch or **20m** cumulative length on either side of road |
| 3. No portion of the shoulder is above the edge of the carriageway (also refer Cl. 29.3 of Section 5) |
| 4. The slope of the shoulder should **be between 3.0%-5.0%** |
| 3 | **Drainage** |   |   |
|  | (i) Surface runoff | Water should not pond on road after rainfall (Maximum **10 instances**. Each ponding instance not more than **one sqm**ponding area and **20mm** ponding depth)  | 4 hours |
| (ii) Side drains | The path of the drain should be clear, and water should flow in drain without any obstruction | Two weeks |
| (iii) Cross-Drains (Culverts) | Culvert passage or pipe should allow free flow of water | Two weeks |

|  |  |  |  |
| --- | --- | --- | --- |
| 4 | **Vegetation Control** |   |   |
|  | (i) Shrubs, Bushes, Grass | The Carriageway and the shoulders should be clear of any growth of grass and bushes/shrubs. Maximum grass height should be 100mm | Two weeks |
| (ii) Tree branches | The Vision of a bus/truck driver should not be obstructed from hanging/obstructing branches of trees with a vertical clearance of 5.00m all along the formation width | Two weeks |
| 5 | **Road Safety** |   |   |
|  | (i) Blockage on carriageway |  No obstructions on carriageway such as broken branches, dead animals etc. | Within 24 hours  |
| (i) Road Signage & Road Marking | (i) Road signage should be visible to the road user (also refer Cl. 37.4 of Section 5) | Within one week |
| (ii) Damaged road signage should be repaired | Within two weeks |
| (iii) Missing Road sign should be reported (to Engineer) | Within one week |
| (iv) Road marking should be visible to the motorists (also refer Cl. 37.4 of Section 5) | Within one month |
| (ii) Railings of Bridges & Parapets of Culverts | Existing Bridge railings should be in place. No existing parapet should be missing/damaged. | Within two weeks |
| (iii) Maintenance of 200m, Km and guard stones | All, Km and guard stones should be in place | Within one month |
| All 200m, Km and guard stones should be repaired and repainted (also refer Cl. 37.4 of Section 5) | Within one month |
| 6 | **Side slopes (in case of hilly areas)** |   |   |
|  | (i) Land slides / Slips (Hill Side) | (i) Remove the debris from carriageway | Within one day |
|  |  | (ii)Remove the debris from shoulders | Within two days |
|  | (ii) Erosion of Slopes (Valley Side) | * 1. Protect the carriageway and provide road safety measures
 | Within one day |
|  |  | * 1. Reconstruct the slopes
 | Within two weeks |

*\** Cracked surface, having cracks of width more than 5mm, shall be considered as area eligible for surface patching *[A single isolated crack will be assessed as having equivalent surface area of 0.5 sqm per metre length]*

**Section 5 / Annexure VII**

**Template of monthly report for Period-II**

*(Only for information)*



**Annexure VII (A)**

**Specimen of Engineer’s Monthly Payment Assessment (Period – II)**



**Section 5 / Annexure VIII**

**Road Inventory\* format**

1. Chart showing location and type of culvert
2. Chart showing location of pucca drain
3. Chart showing location of road signs
4. Chart showing location of guard rails

\* *Details will be appended in final document*

**SECTION 6**

# BID FORMS

**LETTER OF BID**

To

[Name of Employer]

Address

Description of Work: Performance Based Routine Maintenance of Rural Roads in District Solan, HIMACHAL PRADESH

**Package No. : 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **S No.** | **Road No.** | **Name of the Road** | **Length (Km)** |
| 1 | **HP1105VR0062** | **Waknaghat Subathu Road** | 18.25 |
|  |   |  TOTAL Road Length (Km) | **18.25** |

Dear...................

1. Having read the Bidding Documents, requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. We confirm that the Bid fully comply will all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. We offer to execute the works described above in conformity with the Conditions of Contract, Specifications and Drawings of the Bid for the **Total Contract Price** of Rs...................*(in figures)* [Rupees*...............................(in words)*].

This Total Contract Price is sum of the following works under the Contract:

1. **Single Lump Sum price,** for **Initial Rectification of Roads in Period–I** as defined in Clause 3.1 of Section 5 and **Routine maintenance of Roads in Period-II** as defined in Clause 4.1 of Section 5= Rs...................*(in figures)* [Rupees*...............................(in words)*]
2. **Price of additional works** of Period-I, *as per Bill of Quantities in Section VII* = Rs...................*(in figures)* [Rupees*...............................(in words)*]

**Total Contract Price** (Sum of (i) and (ii) above) = Rs...................*(in figures)* [Rupees*...............................(in words)*]

1. For executing any Emergency Works, as per the conditions described in the Contract Document, we agree with the Day work rates provided by you as per Schedule A of this Letter of Bid.
2. We certify that the information furnished in our bid is correct to the best of our knowledge and belief.
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.
4. We certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly abide by the provisions of Fraud and Corruption in the General Conditions of contract and laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act 1988”.
5. We undertake to commence the works on receiving the Notice to Proceed with the work in accordance with the Contract Conditions.
6. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid and to contract execution if we are awarded the Contract, are listed below:

 Name/Address of Agent Amount Purpose

 .......................................... ..................... ..............................

 .......................................... ..................... ..............................

(If none, state “none”)

Signature of Authorised Signatory ...............................................

Name and Title of Signatory ........................................................

Name of Bidder ..........................................................................

Address.......................................................................................

Telephone No. ...............................................

Mobile No.......................................................

Fax No.............................................................

Email ID .........................................................

**SCHEDULE A**

(Part of Letter of Bid)

|  |  |  |
| --- | --- | --- |
|  |  | Unit Rate (Rs.) |
|  | UNIT | (In figures) | (In words) |
| 1. **LABOUR**
 |  |  |  |
| 1. Labourer
 | per day | 275 |  |
| 1. Mason
 | per day | 421 |  |
| 1. **Through Rates**
 |  |  |  |
| 1. Removal of slips in all kinds of soils in all leads & Lifts | cum | 75 |  |
| 1. Cement Concrete in 1:3:6 with 20 MM aggregate
 | cum | 4673.80 |  |
| 1. Cement Concrete in 1:3:6 with 40 MM aggregate
 | cum | 4013.58 |  |
| 1. **MATERIAL**
 |  |  |  |
| 1. Cement
 | Bag | 300 |  |
| 1. Bitumen Gr VG 10
 | MT | 60700 |  |
| 1. Emulsion
 |  MT | 57800 |  |
|  |  |  |  |
| 1. **EQUIPMENT**
 |  |  |  |
| 1. .Excavator cum Loader
 | Hours | 850 |  |
| 1. Tipper
 | Hours | 475 |  |
|  |  |  |  |

Signature of Authorised Signatory ...............................................

Name of Bidder ..........................................................................

**FORMAT FOR THE AFFIDAVIT**

(*NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)*

I, ………………………………(*name of the authorised representative of the Bidder*) son/daughter of …….……………………………….… resident of …………………………………………… (*full address*), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number ……………….…………………… date ……..… issued by …………………………………………………(*authority inviting bids*) for……..……………………………(*name and identification of work*) are true and correct.
2. \*I hereby certify that I have been authorised by ……………………………………………………………… (*the Bidder*) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: ……………..

Date: ………………

\**not applicable if the Bidder is an individual and is signing the bid on his own behalf.*

SECTION 7

# BILL OF QUANTITIES

(FOR ADDITIONAL WORKS IN PERIOD – I)

Bill of Quantities

(FOR ADDITIONAL WORKS IN PERIOD – I)

**Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
2. 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 at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders.
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.

|  |
| --- |
| **BILL OF QUANTITIES** |
| **For additional works** of Period-I, *listed in Annexure II of Section 5 [ Employer’s Requirements]* |
| Sr. No. | Description of Items  | Quantity | Unit | Rate (Rs.) |  Amount (Rs.) |
| **1** | Providing & laying plain concrete P.C.C grade M 10 Nominal mix 1:3:6 (20mm nominal size) in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203 | **36.00 CUM** | Per Cubic Meter |  |  |
| **2** | Ruffing, depression and corrugation Repair by clearing and removal of loose material providing tack coat with bitumen Emulsion and filling with grading premix using Catonic Emulsion(special technical specification B2.3.3) in Layer not exceeding 50mm to average depth of 50mm as per MORD technical specification 501.3 | **471.95 SQM** | Per Square Meter |  |  |
|  | **Total :-** |  |   |  |  |

Signature of Authorised Signatory...............................................

Name of Bidder ..........................................................................

SECTION 8

# CONTRACT FORMS

**Standard Form for Letter of Acceptance**

**Notes on Standard Form of Letter of Acceptance:**

*The Letter of Acceptance will be basis for formation of the Contract as described in Clauses 29 and 30 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] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Address 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] 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.

Based on the aforesaid Contract Price, the monthly payment for routine maintenance of one kilometre unit length of any road in the network is Rs. \_\_\_\_\_\_\_ (Rupees\_\_\_\_\_). Payment of items in Section 7 would be paid as per agreed rates of BOQ.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26,) [where applicable} in the form detailed in Cl. 30 of ITB for an amount of Rs. ————— within 15 days of the receipt of this letter of acceptance valid up to 45 days after the Completion Period of the Contract i.e. up to ............ and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to requisite performance security is always available with the Employer until 45 days after the Completion Period on the Contract, failing which action as stated in Cl. 30.3 of ITB will be taken.

 Yours faithfully,

Signature of Authorized Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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.*

**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 30 and signing of the contract for —————————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)

**Standard Form of Agreement**

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name 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 therein at a cost of Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(in figures and words).

 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 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, 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:
5. Agreement,
6. Letter of Acceptance,
7. Notice to Proceed with the Work ,
8. Contractor's Bid,
9. Contract Data,
10. General Conditions of Contract,
11. Specifications,
12. Drawings,
13. Bill of Quantities, and
14. Any other document listed in the Contract Data.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name of Employer]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Address of Employer]*

 WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in words], such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee][[10]](#footnote-10) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until ……… (i.e.) 45 days from the Completion date of the Contract.

 Signature and seal of the guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERFORMANCE BANK GUARANTEE**

**(for unbalanced items)**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name of Employer] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Address of Employer]

WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No.

\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee] [[11]](#footnote-11)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in words], such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee]1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until ……… (i.e.) 45 days from the Completion date of the Contract.

 Signature and seal of the guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Employer]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address of Employer]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of Contract]

Gentlemen:

 In accordance with the provisions of the Conditions of Contract, sub clause 51.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee][[12]](#footnote-12)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in words].

 We, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount of guarantee] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [in words].

 We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [name of Employer] receives full repayment of the same amount from the Contractor.

 Yours truly,

 Signature and seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Bank/Financial Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*  [↑](#footnote-ref-1)
2. *”another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.*  [↑](#footnote-ref-2)
3. *a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*  [↑](#footnote-ref-3)
4. *”parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.*  [↑](#footnote-ref-4)
5. *a “party” refers to a participant in the procurement process or contract execution.* [↑](#footnote-ref-5)
6. *”another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Financer staff and employees of other organizations taking or reviewing procurement decisions.* [↑](#footnote-ref-6)
7. *a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*  [↑](#footnote-ref-7)
8. *”parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels* [↑](#footnote-ref-8)
9. *a “party” refers to a participant in the procurement process or contract execution.* [↑](#footnote-ref-9)
10. An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees [↑](#footnote-ref-10)
11. An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees. [↑](#footnote-ref-11)
12. *An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.* [↑](#footnote-ref-12)