Himachal Pradesh Public Works Department
Government of Himachal

Standard Bidding Document

CRIF :

Zone :
Circle :
Division :

Name of Work:……
……
……..

For

CRIF works

HPPWD

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Standard Bidding Document for Construction and Maintenance

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EXPLANATORY NOTE

Format of the Bidding Document

The Standard Bidding Document follows the format of the MoRTH Bidding Document, which is similar to the format for National Competitive Bidding for Works (India Version) — as approved by the Ministry of Finance for World Bank aided projects/other Projects.

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SECTION 1

LIST OF IMPORTANT DATES

e-procurement NOTICE

NOTICE INVITING TENDERS

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SECTION 1

Superintending Engineer (…….Circle) Himachal Pradesh Public Works Department

…….. H.P.

List of Important Dates of Bids for Construction/Up gradation of Roads under CRIF

1. **Name of Work**

S. N.	Name of work	Name of Division	Estimated Cost (Exclusive of GST) (Rs)	Bid Security (Rs)	Cost of document (Rs)	Period of completion
1	2	3.	4	5	6	7

***Note: 1) The Estimated Project Cost is the Construction Cost of the work without GST and is used for Evaluation Purpose. The bid should also be quoted as per BoQ exclusive of GST.**

2. Date of Issue of Notice Inviting Bid Date: .....

3. Period of availability of Bidding Documents on website www. hptenders.gov.in **From** Date : ……

To Date: ……
Time up to…….

4. Time, Date and Place of Pre-bid Meeting …… (if so required)

5.1. Deadline for Receiving Bids online, including receipt uploaded as pdf documents towards online payment of cost of bid document , bid security and scanned copy of other documents. Date : ……
Time up to : ……

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6. Opening of Bids: The Bids will be opened online by the authorized officer at the appointed time

6.1. Time and Date for opening of Part-I of the Bid (The Technical Qualification Part)

Date : …….
Time : …….

6.2. Time and Date of opening of Part-II of the Bid (The Technical-Financial Part) of the Bidders Who Qualify in Part I of the Bid.

Date : ……
Time : …….

7. Last Date of Bid Validity

Date : ……

8. Officer inviting Bids

(……..)
Superintending Engineer,
…….. Circle,
HPPWD …….
Tel:……..
Fax: …….
Mail: .....

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……

e-Procurement Notice

The Superintending Engineer……Circle, HPPWD……., on behalf of Governor of Himachal Pradesh invites the percentage rate bids in electronic tendering system for construction of roads under CRIF in the District ……. for ……. number of package(s) with estimated cost totaling to Rs …… lacs from the eligible contractors registered with HPPWD. Non registered contractors may submit the bids; however successful bidder has to register in appropriate class with appropriate authority in HPPWD.
Date of release of Invitation for Bids through e-procurement:…….

Availability of Bid Documents and mode of submission: The bid document is available online and bid should be submitted online on website www.hptenders.gov.in. The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same from the website: www. hptenders.gov.in. The bidders are required to submit the bids alogwith cost of bid document and bid security through online mode only and receipts to this effect shall be uploaded as pdf document.
.

Last Date/ Time for receipt of bids through e-procurement: …….. up to …… Hours (time)
For further details please log on to www.hptenders.gov.in

Superintending Engineer
……. HPPWD …….

*. ***Non-registered bidders may submit bids; however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract.***

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SECTION 1

Superintending Engineer…..Circle, HPPWD ……. -…….
(Name of Authority Inviting Bids)

NOTICE INVITING TENDER (NIT)

The Superintending Engineer……..Circle HPPWD …… on behalf of Governor of Himachal Pradesh invites the percentage rate bids, in electronic tendering system, for construction of roads under CRIF for each of the following works from the eligible and approved contractors registered with HPPWD. Non registered contractors may submit the bids; however successful bidder has to register in appropriate class with appropriate authority in HPPWD*.

S.N.	Name of work	Name of Division	Estimated Cost (Exclusive of GST) (Rs)	Bid Security(Rs)	Cost of document (Rs)	Period of completion
1	2	3.	4	5	6	7

***Note: 1) The Estimated Project Cost is the Construction Cost of the work without GST and is used for Evaluation Purpose. The bid should also be quoted as per BoQ exclusive of GST.**

2. Date of release of Invitation for Bids through e-procurement: ……

3. **Cost of Bid Form**: Rs--------per package/job (*non-refundable*) to be credited online only in favour of Executive Engineer,……Division ,HPPWD(To be updated as per latest notifications of Govt. of HP)…….

4. **Availability of Bid Document and mode of submission**: The bid document is available online and bid should be submitted online on website www.hptenders.gov.in. The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). "Aspiring bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same from the website: www. hptenders.gov.in. The bidders are required to submit the bids alogwith cost of bid document and bid security through online mode only and receipts to this effect shall be uploaded as pdf document.

Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the valid digital signature issued from authorized CAs can use the same in this tender.

****Non-registered bidders may submit bids; however, the successful bidders must get registered in appropriate class with appropriate authorities before signing the contract.***

5. **Submission of Original Documents**: The bidder(s) shall submit scanned copies of the original documents including the scanned copies of receipts for cost of the tender document and earnest money alongwith the bids on or before the due date of submission on the website http://hptenders.gov.in. Evaluation of the bids will be carried out only with the downloaded scanned copies of original documents as submitted by the bidder(s) as per the requirement of the tender document. However, the successful bidder shall have to submit the original documents physically with the concerned authority under proper receipt before issue of Letter of Award of the work, failing which earnest money will

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stand forfeited and action shall also be taken under Enlistment rules. It may be noted that in case any uploaded scanned copy of any document is found to be false/forged at any stage, the action shall be taken under the Enlistment Rules.

On clarification sought by the authority, the bidder will respond only through e-mail in not more than 7 days of the issue of clarification letter from the concerned authority through e-mail. Immediately on receipt of such clarification(s), the evaluation committee will finalize the list of technically responsive bidders.

6. **Last Date/ Time for receipt of bids through e-tendering**: ……. up-to ……..Hours (time)

7. The site for the work is available.

8. Only online submission of bids is permitted, therefore; bids must be submitted online only on website www.hptenders.gov.in. The technical qualification part of the bids will be opened online at …….Hours (time) on ….. (date) in the office of Superintending Engineer ,….Circle HPPWD ……. by the authorized officers. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day at the same time.

9. The bids for the work shall remain valid for acceptance for a period not less than Ninety (90) days after the deadline date for bid submission.

10. Bidders may bid for any one or more of the works 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 NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

11. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

(……..)

…….

For Superintending Engineer……Circle……

HPPWD……

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Section 2: Instructions to Bidders

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid:

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

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.

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

2. Source of Funds:

2.1 The Government as defined in the Appendix to ITB has decided to undertake the works of construction and up-gradation of the roads of the State through State budget and funds received under State/Central Fund from the Government of India, Ministry of Road transport and Highways, and other sources to be implemented through the Employer.

3. Eligible Bidders:

3.1 This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity. For package size exceeding **Rs.25Crore**, the Joint Ventures are allowed.

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

4. Qualification of the Bidder:

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

4.1.1 Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952.

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

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.

(b) Total monetary value of civil construction works performed for each of the last five years.

(c) Experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer or equivalent.

(d) Evidence of ownership of major items of construction equipment named in Clause 4.4B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.

(e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4B(b) (ii) of ITB for the construction.

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Five(5) years.

(g) Evidence of access to line(s) of credit and availability of other financial resources/ facilities (10 percent of the contract value) certified by banker (the certificate being not more than 3 months old.)

(h) Authority to seek references from the Bidder's bankers.

(i) 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.

(j) Proposals for subcontracting the components of the Works for construction/up-gradation, aggregating to not more than 25percent of the Contract Price and subcontracting of part/full routine maintenance of roads after completion of construction work.

(k) The proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion.

4.3 Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) of not more than three firms as partners shall comply with the following requirements:

(a) There shall be a Joint Venture Agreement (**Refer Annexure I to ITB**) specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in **Annexure - I** shall be submitted before any award of work could be finalized.

(b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of

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Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.

(c) Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.

(d) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

(e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).

(f) In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.

(g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

(h) The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 4.4 of ITB and furnished separately for each partner.

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

(a) Achieved in any one year during last five years (updated to the price level of the financial year in which bids are received at the rate of 5% percent a year), a minimum financial turnover from Civil Engineering construction works (as certified by Chartered Accountant) equivalent 20% of amount put to bid.

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b) Experience in successfully completing or substantially completing eligible projects of the value as defined herein under, during the last five years. The works may have been executed by the Applicant as prime contractor or as a member of joint venture or sub-contractor. As sub-contractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

Substantially completed works means those works which are at least 90% completed as on the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily. For these, a certificate from the employer i.e. Executive Engineer or equivalent shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

The Eligible projects are defined as under:

(i) Criteria of eligibility for contractor experience of having successful completed similar works during last seven years ending last day of month previous to the one in which application are invited should be either of the following:-

Minimum three similar completed works each costing not less than 40% of the estimated cost put to tender.

Or

Minimum two similar completed works each costing not less than 60% of the estimated cost put to tender

Or

Minimum one similar completed work costing not less than 80% of the estimated cost put to tender.

The value of executed works shall be brought to the current costing level by enhancing the actual value of the work at a simple rate of 5% per annum, calculated from the date of completion up to the last date of receipt of applications for tender.

Note:- **i) The above amendment shall be applicable to all the related clauses and appendix of the contract documents.**

ii) For contracts under GCC, the above proposed eligibility criteria shall be applicable for works having estimated cost above Rs.100 lakh.

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For this purpose, a project shall be considered to be completed, if more than the above mentioned criteria in the last 5 (five) financial years preceding the Bid Due Date **or till the Bid Due Date**.

The Eligible project shall include the following:

(a) Widening/ construction/ up-gradation works on NH/SH/ Expressway /MDRS.
Or

(b) Widening/construction/up-gradation works on Rural roads under PMGSY/NABARD.

In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:

Category	Project / Construction experience on Eligible Projects	Factors
1	Project in highways sector as mentioned (a) above	1
2	Project defined under (b) above	0.75

If any Major Bridge/ROB/Flyover is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ROBs/Flyovers in the last **7 (seven)financial years** preceding the Bid Due Date or till the Bid Due Date i.e. shall have completed at least one similar Major Bridge/ROB/Flyover:

i) having span equal to or greater than 80% of the longest span or 100m whichever is less than the structure proposed in this project

and

ii) having length equal to or greater than 40% of the total length or 2 km, whichever is less of the structure proposed in this project.

And in case of tunnel, if any, shall have completed construction of at least one tunnel consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having at least

a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required.

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b) When length of tunnel more than 200m: 80% of the cross sectional area of proposed tunnel or two lane highway tunnel cross-sectional area, whichever is less and 40% length of the tunnel to be constructed (other than cut and cover method) in this project or 2km, whichever is less.

c) Similar work means original works as mentioned above and shall not include any maintenance work of any nature such as periodic renewal, repair and maintenance works, OPBMC, OPPBRC etc.

(ii) **For Stand-alone specialized projects:**

(a) Major Bridges/ROB/Flyovers projects:

The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed at least one similar Major Bridge/ROB/Flyover project in the last **7 (seven) financial years** preceding the Bid Due Date **or till the Bid Due Date** i.e. shall have completed at least one similar Major Bridge/ROB/Flyover:

i) having span equal to or greater than 80% of the longest span or 100m whichever is less than the structure proposed in this project

and

ii) having length equal to or greater than 40% of the total length or 2 km, whichever is less of the structure proposed in this project.

The cost of such similar project shall be at least.

i. two similar completed works of cost not less than or equals to 25% each of cost of the Major Bridges/ROB/Flyovers.

Or

ii. one similar completed work of cost not less than equals to 35% of cost of the Major Bridges/ROB/Flyovers.

For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed.

Certificate(s) from the concerned client(s) i.e. Executive Engineer or equivalent shall be required for the same. In case the claimed project(s) are subcontracting/ JV project in such a case Approval from Govt. Authority /Client is required (restricted to allowable sub-contracting limit/ JV share in original contract.

(b) For Tunnel project: The sole Bidder or in case the Bidder being a Joint Venture, Lead member of Joint Venture shall have completed atleast one tunnel project in the last **7 (seven) financial years** preceding the Bid Due Date **or till the Bid Due Date**, consisting of

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single or twin tubes (including tunnel(s) for roads/Railway/Metro rail/irrigation/hydro-electric projects etc.) having atleast 80% of the cross-sectional area of the tunnel to be constructed **other than Cut & Cover method** or cross sectional area of 2 lane highway tunnel, whichever is less, and 40% length of the tunnel to be constructed in this project or 2 km, whichever is less.

The cost of such project shall be at least

i. two similar completed works of cost not less than equals to 25% each of estimated cost of the tunnel.

Or

ii. one similar completed work of cost not less than equals to 35% of estimated cost of the tunnel.

For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than the above mentioned criteria.

Certificate(s) from the concerned client(s) i.e. Executive Engineer or equivalent shall be required for the same. In case the claimed project(s) are subcontracting/ JV project in such a case Approval from Govt. Authority / Concessionaire is required (restricted to allowable sub- contracting limit/ JV share in original contract).

Year	Year-1	Year-2	Year-3	Year-4	Year-5
Up-dation factor	1.00	1.05	1.10	1.15	1.20

4.4B **(a)**Each bidder must produce:

(i) Copy of PAN Card issued by Income Tax Authorities;

(ii) An affidavit that the information furnished with the bid documents is correct in all respects; and

(iii)Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

(i) Availability for construction work, either owned, or on lease or on hire, of the key equipment's stated in the Appendix to ITB including equipment required for establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;

(ii) Availability for construction work of technical personnel as stated in the Appendix to ITB.

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

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(i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.

(ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

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

4.4 D If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfil the following minimum qualification requirement.

i. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
ii. Each of the remaining partners shall meet not less than 25% of all the criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
iii. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.4 B and 4.4 C of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.
iv. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.
v. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.
vi. The available bid capacity of the JV as required under Clause 4.6 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

4.5 The 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 4.3A above.

4.6 (a). The contractor has to submit the list of incomplete works in hand on the below mentioned proforma:

Work Done Detail: In last five years on the following performa.

Sr No	Name of HP Govt. Division or State	Name of Work	Cost of completion			Remarks (Indicate in % of completion of awarded components)
			Awarded amount	Completion amount	Penalty if any and amount pain thereafter	
1	**2**	**3**	**4**			**5**

Work in hand detail

Name of work	Name of HP Govt. Division or State where work is executed	Amount of work completed			Position of works in progress (indicate in % of completion of awarded components)	Stipulated Date of completion	Remarks
		Awarded amount	Amount of work done up to last running bill	Penalty if any and amount pain thereafter			
1	2	3			4	5	6

These statements should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent in State with his seal.

4.6 (b) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value excluding maintenance. 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 last year at the rate of 5percent 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 ½ and more than 6 months as 1 in a year).

M = 2 or such higher figure as may be specified in the Appendix to ITB.

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

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

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

(i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

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(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and / or

(iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works.The Bidder acknowledges that prior to the submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

B. Bidding Documents

8. Content of Bidding Documents

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

1 Notice Inviting Tender

2. Instructions to Bidders

3. Qualification Information

4. Conditions of Contract

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(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)

5. Specifications
6. Drawings
7. Bill of Quantities
8. Form of Bid
9. Forms of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,
10. Forms of Securities and Form of Unconditional Bank Guarantee.

8.2. The bid document is available online on the website http://www.hptenders.gov.in. The bid document can be downloaded free of cost. The bidder(s) shall submit scanned copies of the original documents including the scanned copies of receipts for cost of the tender document and earnest money alongwith the bids on or before the due date of submission on the website http://hptenders.gov.in.

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

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. 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 for information of the public or other bidders without identifying the source of request for clarification.

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

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

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website http://www.hptenders.gov.inunder the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved this tender to their "My tenders" area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders "area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

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

C. Preparation of Bids

11. Language of Bid

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

12. Documents Comprising the Bid:

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

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

I. Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
II. Receipt as pdf document of online payment of cost of bid documents. (Clause 8.2 of ITB)
III. Receipt as pdf document of online payment/ deposit of bid security as specified in ITB (Clause 16.2 of ITB)

IV. Authorized address and contact details of the Bidder having the following information:

Address of communication:

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

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Electronic Mail Identification (E-mail ID):

V. Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.

VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1of ITB.

VII. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and

VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

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

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

12.2 The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website http://www.hptenders.gov.in. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

(a) The following details shall be entered on line in the prescribed formats:

(i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.

(ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 6. The entry of rates for individual items of work/percentage rate for the work shall be made by the bidder on line.

(b) Scanned copies of the following documents shall be uploaded on the website http://www.hptenders.gov.in.in at the appropriate place:
(i) Cost of bid document shall be deposited through online mode and receipt of this effect shall be uploaded as pdf documents(clause 8.2 of ITB)
(ii) Bid security shall be deposited through online mode and receipt to this effect shall be uploaded as pdf documents as specified in (Clause 16 of ITB)
(iii)Copy of PAN Card issued by Income Tax Authorities (Clause 4.4of ITB)
(iv) Contractor Registration certificate (Clause 3 of ITB)
(v) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works in each financial year. (Clause 4.4of ITB)
(vi) Affidavit regarding correctness of certificates (Clause 4.4of ITB)
(vii) Any other documents as specified by the State in the Bid Data Sheet

(c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.

(i) Similar nature of works executed (Clause 4.4of ITB)
(ii) Works in hand (Clause 4.4of ITB)
(iii) Machineries owned/brought on hire/ lease (Clause 4.4of ITB)

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(d) **Submission of Original Documents**: The bidder(s) shall submit scanned copies of the original documents including the scanned copies of receipts for cost of the tender document and earnest money alongwith the bids on or before the due date of submission on the website http://hptenders.gov.in. Evaluation of the bids will be carried out only with the downloaded scanned copies of original documents as submitted by the bidder(s) as per the requirement of the tender document. However, the successful bidder shall have to submit the original documents physically with the concerned authority under proper receipt before issue of Letter of Award of the work, failing which earnest money will stand forfeited and action shall also be taken under Enlistment rules. It may be noted that in case any uploaded scanned copy of any document is found to be false/forged at any stage, the action shall be taken under the Enlistment Rules.

However, while evaluating the bid technically, if the authority requires any clarification from the bidders on the submitted scanned copies of the original documents, the bidder will be asked in writing (only through e-mail of tendering authority as specified in tender documents to bidders e-mail as specified in his bid) to clarify his technical bid with respect to any rectifiable defect(s).

On clarification sought by the authority, the bidder will respond only through e-mail in not more than 7 days of the issue of clarification letter from the concerned authority through e-mail. Immediately on receipt of such clarification(s), the evaluation committee will finalize the list of technically responsive bidders.

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

Section	Particulars
1	Notice Inviting Tender
2	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

13. Bid Prices:

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

13.2 The Bidder shall make online entries to fill the Percentage Rate in Bill of Quantities. As specified in the Appendix to ITB; only the same option is allowed to all the Bidders.

Percentage Rate Method requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

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

Upon numerical entry, the amount in words would automatically appear and upon entry of rates in items of work, or upon entering percentage rate, total bid price would automatically be calculated by the system and would be displayed.

13.3 The rates quoted by the contractor shall deemed to be exclusive of the goods and Services Tax (GST) but including labour cess, other levies, duties, royalties, cess, toll, taxes of local bodies and authorities that the contractor will have to pay the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes including GST at source, required deductions in this reference will be made as per applicable lax. GST as per prevailing rate at the time of payment/bill submission shall be made applicable presently (@18%) and shall be paid on the whole work carried out as accepted by the engineer, while making the payment.

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

14. Currencies of Bid:

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

15. Bid Validity:

15.1 The validity period for acceptance of tenders shall be **90 days** from the last day of receipt of Technical bid. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his 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.For the extended period, the bidder will be paid by the employer an interest on the amount of bid security at the rate equal to base rate of State Bank of India applicable on the date of expiry of the original time limit.

16. Bid Security:

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

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16.2 The Bid Security shall be deposited through online mode only and receipt to this effect shall be uploaded as pdf document which shall be valid for minimum 45 days beyond the validity of bid. and receipt to this effect shall be uploaded as pdf document which shall be valid for minimum 45 days beyond the validity of bid.

16.3 Any bid not accompanied by an acceptable Bid Security, unless exempted in terms given in the Appendix to ITB and not secured as indicated in sub-clause 16.1 and 16.2, shall be rejected by the Employer as non-responsive.

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

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

16.6 The Bid Security may be forfeited:

(a) if the Bidder withdraws the Bid after bid opening (technical qualification bid) during the period of Bid validity;

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) Sign the Agreement; and/or
(ii) Furnish the required Performance Security.

17. Alternative Proposals by Bidders:

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

D. Online Submission of Bids

18. Bidding through e-Tendering System:

18.1 The bidding under this contract is electronic bid submission through website www.hptenders.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under CRIF is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e- token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the web site www.hptenders.gov.in in using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site

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through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

18.2 The completed bid comprising of documents indicated in ITB clause 12, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, receipt towards online payment of bid document and Bid Security.

18.3 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.

19. Electronic Submission of Bids:

19.1 The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical-Financial Part. The above files will have markings as given in the Bid Data Sheet.

The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

20. Deadline for Submission of Bids:

20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

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

21. Modification/ Withdrawal/Late Bids:

21.1 The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

21.2 Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid

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submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.

21.3 No bid shall be modified or withdrawn after the deadline of submission of bids.

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

E. Bid Opening and Evaluation

22. Bid Opening:

22.1 The Employer or his authorized representative inviting the bids will open the bids online and this could be viewed by the bidders also online. 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 and location on the next working day.

22.2 The file containing the Part-I of the bid will be opened first.

22.3 In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.

22.4 The Employer or his authorized representative will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

22.5 Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening. However, while evaluating the bid technically, if the authority requires any clarification from the bidders on the submitted scanned copies of the original documents, the bidder will be asked in writing (only through e-mail of tendering authority as specified in tender documents to bidders e-mail as specified in his bid) to clarify his technical bid with respect to any rectifiable defect(s). On clarification sought by the authority, the bidder will respond only through neither e-mail in nor more than 7 days of the issue of clarification letter from the concerned authority through e-mail. Immediately on

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receipt of such clarification(s), the evaluation committee will finalize the list of technically responsive bidders.

22.6 The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems following which there will be a period of five working days during which any bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

22.7 The Employer or his authorized representative shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

22.8 Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

22.9 The Employer shall prepare the minutes of the online opening of Part-II of the Bids and upload the same for viewing online.

23. Process to be Confidential:

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

24. Clarification of Bids and Contacting the Employer:

24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

24.2 To facilitate evaluation of Technical BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical BID. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. The bids will be examined and evaluated in accordance with the provisions set out in this Section. The Authority will subsequently flag issues, if any with the data updated by the Bidders.

24.3 If a Bidder does not provide clarifications sought under Clause 24.2 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the

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particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

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

25. Examination of Bids and Determination of Responsiveness:

25.1 During the detailed evaluation of "Part-I 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. During the detailed evaluation of the "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

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

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

26. Evaluation and Comparison of Bids:

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

26.2 In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub-clause 21of ITB.

26.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, 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 as per the govt. notifications, which shall be final, binding and conclusive on the bidder.

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F. Award of Contract

27. Award Criteria:

27.1 Subject to Clause 30 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

(i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and

(ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

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

28.1 Notwithstanding Clause 27above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

29. Notification of Award and Signing of Agreement:

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

29.2 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.

29.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Security is furnished.

29.4 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.

30. Performance Security:

30.1 The successful bidder/Contractor shall provide to the Employer, a total Performance Security of 5% (five percent) of the Contract Price, for a period of 5 years and the time of completion of construction work plus additional security for unbalanced bids in accordance with Clause 26.3 of ITB and Clause 46 Part-I General Conditions of Contract.

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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 26.3 of ITB and Clause 46 Part 1 General Conditions of Contract shall be delivered by the successful bidder to the Employer.

The Employer shall retain remaining two and a half percent Performance Security from each payment due to the Contractor until completion of the whole of the construction works (except advance payment as per Clause 45 of General Conditions of Contract).

30.2 Performance Security of two and a half percent to be delivered by the successful bidder within 15 days after issuing of Letter of Acceptance and it shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of Employer, Insurance surety bond from a scheduled commercial bank.

If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee of two and a half percent of Contract Price could be one year initially, however, the Contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the expiry of Defects Liability Period. If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

The Performance Security (including additional security or 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 or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until date 45 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

30.3 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 sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under HPPWD for a period of one year.

31. Advances:

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

32. Corrupt or Fraudulent Practices:

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

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32.2 It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

32.3 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

32.4 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

32.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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32.6 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

32.7 Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses 32.1 to 32.6 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

(a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

(b) Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

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Annexure-I

Provisions required to be included in the Joint Venture Agreement

If the application is made by a joint venture of two or more firms, the evidence of clear mandate (i.e. in the form of respective Board Resolution duly authenticated by competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorized signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of the power of attorney to the authorized representatives, signed by legally authorized signatories of all the firms of the joint venture shall accompany the application. The JV Agreement shall be signed by the authorized representative of the joint venture. The JV Agreement shall need to be submitted consisting but not limited to the following provisions:

a. Name, style and Project(s) specific JV with Head Office address.
b. Extent (or Equity) of participation of each party in the JV.
c. Commitment of each party to furnish the Bond money (i.e. Bid Security, performance Security and security for Mobilization advance) to the extent of his participation in the JV.
d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement).
e. Working Capital arrangement of JV.
f. Operation of separate Bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, both the partners are required to operate.
g Provision for cure in case of non-performance of responsibility by any party of the JV.
h. Provision that NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner(s) of the JV The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
i. Management Structure of JV with details.
j. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV.
k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
l. The Power of Attorney shall be duly notarized.
m. Any other relevant details.

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Appendix to ITB

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

Instructions to Bidders Clause Reference	
(1.1)	The Employer is Chief Engineer (.....) HPPWD .....
(1.1)	The Works is ..... (SH:.....)
(1.1)	Identification Tranche of the Works is:
(2.1)	The State is Himachal Pradesh
(3.1)	Eligible Bidders are: All private or state owned with legal entity
(4.4**A**) (b)	Rs.....
(4.4. **B**) (b)(i)	The key equipments for road works and field testing laboratory Road Works are: **Machinery For Road Works Annexure -II**

Sr. No		Quantity**
1		
2		
3		
4		
5		
6		
7		
8		
9		

** to be filled by the Executive Engineer concerned

For field testing Laboratory

Sr. No.	Name of the Equipment	Quantity
1	Post Hole Auger with Extensions	One set
2	Digging tools like pickaxe, shovel, etc.	One Set
3	IS Sieves Nos. with lid and pan: (90mm, 80mm, 63mm, 53mm, 45mm, 27.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 37.5mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 micron, 425 micron, 300 micron, 150	One Set

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	micron, 180 micron, 90 micron and 75 micron	
4	Standard Proctor Density Test Apparatus with rammer	One Set
5	Sand Pouring Cylinder with tray complete for field density test	One Set
6	Core Cutter (10cm dia), 10cm/15cm height complete with dolly and hammer	One Set
7	Speedy moisture meter complete with chemicals	One Set
8	Straight Edges	Two Set
9	Digital Thermometers	Three Numbers
10	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares	One Set
11	Gas burner, sand bath	One Set
12	Camber Board	Two Set
13	Electronic/digital balance 1 kg with the least count of 0.01 gm	One Set
14	Electronic/digital balance 5 Kg.	One Set
15	Pan balance with weight Box, 5 Kg.	One Set
16	Oven (ambient to 2000C)	One Set
17	Water bath (ambient to 1000C)	One Set
18	Water bath (ambient to 1000C)	One Set
19	Enamelled tray	One Set
20	Slump cone Testing Equipment	One Set

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

1. Road Machinery : (a) In case self owned then Affidavit of owner ship along with registration certificates of vehicles, sale letter of unregistered machinery

(b) In case to be hired or leased then Hiring/Leasing agreement with original owner with copy of his vehicles registration certificates, sale letter of unregistered machinery

2. Field Testing Laboratory : Affidavit of Ownership of required equipments

(4.4B) (b)(ii)

The Name and Number of Technical personnel, Qualifications and Experience will be as follows :

A. The Technical Personnel are: Annexure -I

Technical Personnel(Name & Designation)	Number	Experience in Road Works

[Cl. 9.2 of General Conditions of Contract]

** to be filled by the Executive Engineer concerned

HPPWD

<table>
<tr><td></td><td>B. For field testing laboratory ;
<table><tr><td>Position</td><td>Minimum Qualification</td><td>Experience in Road Works</td></tr><tr><td>Technician</td><td>Diploma in CE or B.Sc.</td><td>Two years</td></tr></table></td></tr>
<tr><td>(4.4B) (c) (i)</td><td>The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:</td></tr>
<tr><td>(4.4B) (c) (ii)</td><td>The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:
Assistant Engineer, Junior Engineer
In case there is no such person in his employment, his affidavit should clearly state this fact.</td></tr>
<tr><td>(4.6)</td><td>M = 2</td></tr>
<tr><td>(7.1)</td><td>The contact person is: Superintending Engineer .....Circle HPPWD
..... Distt ..... -Telephone No. .....e-mail:.....</td></tr>
<tr><td>(9. 2)</td><td>Place, Time and Date for pre-bid meeting: .....</td></tr>
<tr><td>(11.1)</td><td>Language of the bid is: English</td></tr>
<tr><td>(12.1) Part I (v)</td><td>Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.</td></tr>
<tr><td>(13.2.)</td><td>Bids is to be submitted only in the following mode :
=Percentage Rate Method</td></tr>
<tr><td>(13.2)

(15.1)</td><td>Schedule of Rate applicable for Percentage Rate Method is: .....
Bid validity date: .....</td></tr>
<tr><td>(16.1)</td><td>The amount of Bid Security shall be Rs.....(.....[insert the amount in figure and words. Note: This amount is 2percent of estimated value of the Works, rounded off to the nearest thousand. For reasons of confidentiality, a fixed sum should be specified, in preference to a percentage of the bid price.]</td></tr>
<tr><td>(16.2)</td><td>The bid shall be deposited through online mode only and receipt to this effect shall be uploaded as pdf documents.</td></tr>
<tr><td>(16.3)</td><td>No Exemption from Bid Security is granted.</td></tr>
<tr><td>(20.1)</td><td>The Employer's address for the purpose of Bid submission is
The Superintending Engineer
HPPWD ..... Circle HPPWD ..... -.....
[insert the receiving address provided in the Invitation for Bids.]</td></tr>
<tr><td>(20.1)</td><td>The deadline for submission of bids shall be:
Time ..... Hours</td></tr>
</table>

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	Date .....
(22.1) &(22.6)	The date and time for opening of the Bids are: (A) Technical Qualification Part of Bid Date..... Time ..... Hours (B) Technical Financial Part of Bid (For qualified bidder as) Date ..... Time.....Hours
(30)	(i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period for road components is 3 years & for bridge component10 years after intended completion date. (ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period. (Signature) Superintending Engineer..... Circle, HPPWD ,.....

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Section 3 Qualification Information

Notes on Form of Qualification Information

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

1. Individual Bidders

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

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

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

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

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

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

Existing commitments and on-going construction works:

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

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

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

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

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1.5 Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.2 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

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

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

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

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved (Rs. In Lakh)

1.10 Proposed Programme. Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

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

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

Table of Clauses

A. General
1.Definitions
2.Interpretation
3.Language and Law
4.Engineer's Decisions
5. Delegation
6. Communications
7. Subcontracting
8. Other Contractors
9. Personnel
10. Employer's and Contractor's Risks
11. Employer's Risks
12. Contractor's Risks
13. Insurance
14. Site Investigation Reports
15. Queries about the Contract Data
16. Contractor to Construct the Works and do maintenance
17. The Works to Be Completed by the Intended Completion Date
18. Approval by the Engineer
19. Safety
20. Discoveries
21. Possession of the Site
22. Access to the Site
23. Instructions
24. Dispute RedressalSystem
25. Arbitration
B. Time Control
26. Programme
27. Extension of the Intended Completion Date
28. Delays Ordered by the Engineer
29. Management Meetings
C. Quality Control
30. Identifying Defects
31. Tests
32. Correction of Defects
33. Uncorrected Defects
D. Cost Control
34. Bill of Quantities
35. Variations
36. Payments for Variations
37. Cash Flow Forecasts
38. Payment Certificates
39. Payments
40. Compensation Events
41. Tax
42. Currencies
43. Security Deposit
44. Liquidated Damages
45. Advance Payment
46. Securities
47. Cost of Repairs
E. Finishing the Contract
48. Completion of Construction and Maintenance
49. Taking Over
50. Final Account
51. Operating and Maintenance Manuals
52. Termination
53. Payment upon Termination
54. Property
55 Release from Performance
F. Other Conditions of Contract
56. Labour
57. Compliance with Labour Regulations
58. Drawings and Photographs of the Works
59. The Apprenticeship Act, 1961

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Section 4

Part I General Conditions of Contract

A. General

1. Definitions

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

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

Compensation Events are those defined in Clause 40 hereunder.

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

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

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

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

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

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

Days are calendar days; months are calendar months.

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

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

The Defects Liability Period is three years for Road components and ten years for bridge components calculated from the Completion Date.

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

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

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

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

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

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

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

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

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 mean the latest Specifications for Rural Roads of Ministry of Rural Development.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

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.

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

2. Interpretation

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

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

2.3 The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

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

3. Language and Law

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

4. Engineer's Decisions

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

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

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5. Delegation

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

6. Communications

6.1 All certificates, notices or instructions to be given to the Contractor by the Employer/ 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/ Engineer shall be as per the details given in Contract Data to GCC. 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.

7. Subcontracting

7.1 The Contractor may subcontract part of the construction work with the approval of the Employer in writing up to 25 percent of the contract price, also part or full routine maintenance work after completion of construction work but will not assign the Contract. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all his obligations under this Agreement notwithstanding anything contained in the agreements with his Sub-contractors or any other agreement that may be entered into by the Contractor and no default under any such agreement shall exempt the Contractor from his obligations or liability hereunder.

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

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

7.3 Beyond what has been stated in clauses 7.1 and 7.2, if the Contractor proposes sub-contracting any part of the work or full routine maintenance for five years, during execution of the Works, the Employer will consider the following before according approval:

(a) The Contractor shall not sub-contract the whole of the Works.
(b) The Contractor shall not sub-contract any part of the Works without prior consent of the Employer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any of his sub-Contractor, his agents or

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workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.

7.4 The Engineer should satisfy himself before recommending to the Employer whether the Sub-Contractor so proposed for the Works possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.5 While sub-contracting part of construction work as per provisions of Clause 7.1 and 7.3 above, the Contractor shall enter into formal sub-contract with sub-contractor making provisions for such requirements as may be specified by the Engineer including a condition that to the extent of inconsistency, provision of the Contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to the Employer within a period of 30 days from the date of such sub-contract. In all such cases, on completion of the Contract, the Engineer, unless for reasons recorded in writing decides otherwise shall issue a Certificate of Experience to the contractor and in such certificate, the experience of the sub-contractors shall also be mentioned. The Copy of such certificate would also be endorsed to the sub-contractor.

8. Other Contractors

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

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

9. Personnel

9.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

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

9.3 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. The Contractor shall then appoint (or cause to be appointed) a replacement.

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9.4 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 for employment with the Contractor.

9.5 The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:

(a) Persists in any misconduct,
(b) is incompetent or negligent in the performance of his duties,
(c) Fails to conform with any provisions of the Contract, or
(d) Persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

12. Contractor's Risks

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

13. Insurance

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

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

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

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:

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

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

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

14. Site Investigation Reports

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

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works and do maintenance

16.1 The Contractor shall construct, and install and maintain the Works and do the work of routine maintenance in accordance with the Specifications and Drawings.

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

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

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them.

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

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

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

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

19. Safety

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

19.2 The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

20. Discoveries

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

21. Possession of the Site

21.1 The Employer shall handover complete or part possession of the site to the Contractor seven days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at least 75% of the site.

22. Access to the Site

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

(a) The Engineer
(b) The Employer

23. Instructions

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

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24. Dispute Redressal System

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

24.3 The composition of the Empowered Standing Committee will be:

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

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

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

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25. Arbitration

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

B. Time Control

26. Programme

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

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

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

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

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

27. Extension of the Intended Completion Date

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

27.2 The Employer on recommendation of the Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing

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with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Delays Ordered by the Engineer

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

29. Management Meetings

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

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

C. Quality Control

30. Identifying Defects

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

31. Tests

31.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data. The Contractor shall be solely responsible for:

(a) Carrying out the mandatory tests prescribed in the MoRD Specifications, and
(b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

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

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31.3 Consultants for Quality Controls:

It is expected that every Contractor will have proper quality control staff and procedures in order to ensure quality. They are also expected to improve their procedures in line with ISO 9002 and get the certification. The Contractor shall engage a competent and Independent Quality Control Consultant or any Engineer of the rank of Executive Engineer and above retired from HPPWD to be approved by the Employer/Superintending Engineer to exercise effective control over the construction operations so as to produce quality works. The fully equipped laboratory shall be set up and trained staff shall be employed by the said consultant in addition to the laboratory / QC staff of the contractor or he will be responsible to conduct required tests from any NABL accredited laboratory at his own cost. The contractor shall supply to the Engineer a copy of his agreement and the fee for quality control should generally be 0.5 % of the contract value. The payment of the quality control consultant shall be made by the Engineer direct as per the copy of the agreement supplied by the contractor. This payment shall be recoverable from the Contractor. The Consultant shall guide the contractor for production of quality works at all stages and shall maintain records, reports and test results so as to indicate the extent of quality achieved. The consultant shall also supply a copy of all these reports, tests and check to the Engineer regularly. The contractor shall also attach a copy of these reports, tests and checks with his bill, without which no payment shall be made. The Employer/ Superintending Engineer can also order the change of consultant, if in his opinion he is not performing competently. The Engineer or his representatives will be free to conduct surprise, random or in situ checks so as to have cross check in quality. In case the contractor fails to employ for the whole or part of the period of execution a quality control consultant, the Employer/ Superintending Engineer may order employment of consultant at the cost of the Contractor or may order the departmental staff to carry out the quality control checks and a deduction @ 1.00 % of the total cost of the work shall be made from the bill of the contractor, even if the actual expenditure incurred on private consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution.

32. Correction of Defects noticed during the Defects Liability Period

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

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

32.5 To fulfil the objectives laid down in sub clauses 32.3 and 32.4 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record

of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

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

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33. Uncorrected Defects

33.1 If the Contractor has not corrected a Defect pertaining to the Defects Liability Period under clause 32.1and clause 32.2of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

D. Cost Control

34. Bill of Quantities

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

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

35. Variations

35.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works, he considers necessary during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

36. Payments for Variations

36.1 If the quantity of work for any BOQ item is varied, it will not constitute a variation for the purpose of payment to the contractor, at a rate other than the one mentioned in the Agreement.

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

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

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recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval. The decision of the employer shall be final and binding on the Contractor.

37. Cash Flow Forecasts

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

38. Payment Certificates

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

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

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

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

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

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

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

(g) The payment of final bill shall be governed by the provisions of Clause 50 of GCC.

38.2 The payment to the Contractor will be as follows for routine maintenance:

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

(b) The payment will be made monthly for the monthly bills received and as certified by the Engineer based on performance by the Contractor.

(c) If the bill for a month is not received from the Contractor by the 10th day of the succeeding month or/ and if the Engineer has not certified that the Contractor

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has carried out the maintenance work for defects brought to his notice under clause 32.6 within specified period, no payment will become due to the Contractor for that month.

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

39. Payments

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

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

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

39.4 Deleted

40. Compensation Events

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

(a) The Engineer orders a delay or delays exceeding a total of 30 days.
(b) The effects on the Contractor of any of the Employer's Risks.

40.2 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall recommend to the Employer whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

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41.1 Tax: The rates quoted by the contractor shall deemed to be **exclusive** of the goods and Services Tax (GST) but including labour cess, other levies, duties, royalties, cess, toll, taxes of local bodies and authorities that the contractor will have to pay the performance of this contract. The Employer will perform such duties in regard to the deduction of such taxes including GST at source, required deductions in this reference will be made as per applicable tax. GST as per prevailing rate at the time of payment/bill submission shall be made applicable presently (@18%) and shall be paid on the whole work carried out as accepted by the Engineer, while making the payment

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42. Currencies

42.1 All payments will be made in Indian Rupees.

43. Security Deposit

43.1 The Employer shall retain security deposit of five percent and Performance Security of two and a half percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work. No security deposit/ retention shall be retained from the payments for Routine Maintenance of works. In case, the Contractor furnishes bank guarantee for the amount equal to Performance Security of two and a half percent retained from each payment due to the Contractor, the same amount shall be repaid to the Contractor subject to condition that the validity of bank guarantee is as per provision of Clause 46.2 of GCC.

43.2 On the satisfactory completion of the whole of the construction work, half the total amount retained as security deposit is repaid to the Contractor, one-fourth of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year after completion of the construction work and balance of the amount retained as security deposit is repaid to the Contractor at the end of 3rd year after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

43.3 The additional Performance Security for unbalanced bids as detailed in Clause 46 of the Conditions of Contract is repaid to the Contractor when the construction work is complete up to the satisfaction of Engineer-in-Charge.

43.4 The Performance Security equal to five percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of three years for road components and ten years for bridge components fixed for Defect liability is over.

If the DLP part of the contract is not carried out by the Contractor as per this Contract, the Employer will be free to get the DLP work carried out from another source and the amount required for this work will be recovered from the amount of Performance Security available with the Employer or from any amounts of the Contractor whatever is due along with additional 20 percent amount as damages.

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

44. Liquidated Damages

44.1 In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum

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calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fail to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

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

44.3 It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

45. Advance Payment

45.1. On the request of the Contractor, the Employer will make the following advance payment to the Contractor against submission by the Contractor of an Unconditional Bank Guarantee from a scheduled Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested:

(a) Mobilization advance up to 5% (five percent) of the initial contract price excluding the contract price for routine maintenance
(b) Equipment Advance up to 90% (ninety percent) of the cost of the new equipment brought to the site, subject to a maximum of 10% (ten percent) of the initial contract price excluding the contract price for routine maintenance

The Bank 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. However, if the Contract is terminated due to default of the Contractor, the Mobilization Advance and the Equipment

Advance shall be deemed to be an interest bearing advance at the base rate of the State Bank of India, as application on the date of such advance payment.

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

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

46. Securities

46.1 The Performance Security equal to 5% (five percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer. Out of total Performance Security equal to 5%(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 construction work.

46.2 The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and maintenance work 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 Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

47. Cost of Repairs

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

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E. Finishing the Contract

48. Completion of Construction and Maintenance

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

48.2 Deleted.

49. Taking Over

49.1 The Employer shall take over the Works within seven days of the Engineer's issuing a certificate of Completion of Works.

49.2 The Employer shall take over the completed road within seven days of the Engineer issuing a certificate of completion of the work.

50. Final Account

50.1 The Contractor shall submit to the Engineer 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 issue a Defects Liability Certificate and certify any payment that is due to the Contractor for Works within 42 days of receiving the Contractor's account if it is correct and complete. If the account submitted by the Contractor is not correct or complete, the Engineer shall issue a schedule to the Contractor, within 42 days, that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory, after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of Works will be made within 14 days thereafter.

50.2 In case the account for construction 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 for construction of Works will be made within 14 days thereafter.

50.3 DELETED.

50.4 DELETED.

51. Operating and Maintenance Manuals

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

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

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52. Termination

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

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

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.
(b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation.
(c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer.
(d) the Contractor does not maintain a Security, which is required.
(e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1.
(f) the Contractor fails to provide insurance cover as required under Clause 13.
(g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.
(h) if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed.
(i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data.
(j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time, and
(k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws.
(l) if the Contractor engages child labour in violation of prevailing laws.

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(m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.

(n) any other fundamental breaches as specified in the Contract Data.

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

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

53. Payment upon Termination

53.1(i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, 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 a debt payable to the Employer from the State/RIDF works or any other State Government works including State Public Sector undertaking works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

53.1(ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability period, the Engineer will assess the cost of having the defect corrected. 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 Contractor from the State/RIDF works or any other State Government works including State Public Sector undertaking works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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

54. Property

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

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55. Release from Performance

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

55.2 Death or permanent incapacitated of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

F. Other Conditions of Contract

56. Labour

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

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

57. Compliance with Labour Regulations

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

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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 the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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.

57.2 Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.

57.3 In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

57.4 It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.

57.5 The employment of child labour is prohibited in the Contract. The Contractor shall comply with the Child Labour (Prohibition and Regulation) Act, 1986.

57.6 The Contractor shall ensure that there is no gender bias in engagement of labour and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.

57.7 The Contractor shall have a Labour Welfare Organization which shall be responsible for labour welfare and compliance with prevalent labour laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labour Welfare Rules of the State concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.

57.8 The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labour and welfare laws for his (and his Sub-contractor's) staff and labour.

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57.9 The Contractor shall prepare and submit compliance reports of adherence to labour laws as and when directed by the Engineer.

58. Drawings and Photographs of the Works

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

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

59. The Apprentices Act, 1961

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

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Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is **Chief Engineer…..**
HPPWD , ……..
……
Name of authorized Representative
Superintending Engineer
HPPWD ……Circle…….
Distt……. , H.P-…….
Telephone No.(s): Office: …….
Mobile No.: ……
Facsimile (FAX) No.: ……..
Electronic Mail Identification (E-mail ID):……
[Cl.1.1]

2. The Engineer is Executive Engineer
….. Division ……
District ……H.P -
Telephone No.(s): Office: …….
Mobile No.:
Facsimile (FAX) No.: ……..
Electronic Mail Identification:…….
(E-mail ID):
[Cl.1.1]

3. The Intended Completion Date for the whole of the Works is =……. Months after start of work.
[Cl.1.1, 17&27]

4. DELETED

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5. The Site is located at km …… (……Village) to km.……(……Village) [Cl.1.1]

6. The Start Date shall be 15 days after the date of issue of the Notice to [Cl.1.1]

Proceed with the work.

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

(b) The Works consist of …….. Road in Km…..to……

(……[Cl.1.1]

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

(A) **Road Works**

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

(B) **CD Works including bridges**

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

(C) Deleted.

8. No Section completion. The whole work to be completed on or before the stipulated date of completion. [Cl 2.2]

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9. The following documents also form part of the Contract: As specified in clause [Cl.2.3 (11)]

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

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

11. The Schedule of Other Contractors is attached. : No other contractors are working in contract area [Cl. 8.1]

12 A. The Technical Personnel for construction work are: Annexure -I

[Cl. 9.2]

Technical Personnel	Name	Number	Experience in Road Works
i). Degree Holder in Civil Engineering			
ii). Diploma Holder in Civil Engineering			

For field testing laboratory;

Technical Personnel	Name	Number	Experience
Technician (having diploma in Civil Engineering or BSc)		1 no	Two years

13(a) Amount and deductible for insurance are:

Sr. 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 to Equipment	Equal to contract amount	0.4% of contract amount
3	Other properties	5% of contract amount	0.4% of contract amount
4	Personal injury or death insurance (a)For other people	15 lacs	

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	(b)For contractor's employees	In accordance with statutory requirement applicable to India

[Cl. 13.1]

14. Site investigation report: Site Investigation of sub grade can be seen in the office of Engineer [Cl.14.1]

15. The key equipments/ machinery for construction of works shall be:Annexure -II

Sr. No	Name of Equipment / Machinery	Quantity

[Cl. 16.2]

16. (a) Competent authorities are:: [Cl. 24.1]
Chief Engineer (…….) HPPWD ……..with Full powers.

17. (a) The period for submission of the programme for approval of Engineer shall be 15 days from the issue of Letter of Acceptance. [Cl.26.1]

(b) The updated programme shall be submitted at interval of 30 Days. [Cl. 26.3]

(c) The amount to be withheld for late submission of an updated Programme shall be Rs……..lakh. [Cl. 26.3]

18. The key equipments for field laboratory shall be:

Sr. No.	Name of the Equipment*	Quantity
1	Post Hole Auger with Extensions	One set
2	Digging tools like pickaxe, shovel, etc.	One Set
3	IS Sieves Nos. with lid and pan: (90mm, 80mm, 63mm, 53mm, 45mm, 27.5mm, 26.5mm, 19mm, 13.2mm, 11.2mm, 9.5mm, 37.5mm, 2.8mm, 5.6mm, 3.35mm, 2.36mm, 600 micron, 425 micron, 300 micron, 150 micron, 180 micron, 90 micron and 75 micron	One Set
4	Standard Proctor Density Test Apparatus with rammer	One Set
5	Sand Pouring Cylinder with tray complete for field density test	One Set
6	Core Cutter (10cm dia), 10cm/15cm height complete with dolly and hammer	One Set

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7	Speedy moisture meter complete with chemicals	One Set
8	Straight Edges	Two Set
9	Digital Thermometers	Three Numbers
10	Liquid Limit and plastic limit testing apparatus complete with water bottle and glass wares	One Set
11	Gas burner, sand bath	One Set
12	Camber Board	Two Set
13	Electronic/digital balance 1 kg with the least count of 0.01 gm	One Set
14	Electronic/digital balance 5 Kg.	One Set
15	Pan balance with weight Box, 5 Kg.	One Set
16	Oven (ambient to 2000C)	One Set
17	Water bath (ambient to 1000C)	One Set
18	Water bath (ambient to 1000C)	One Set
19	Enamelled tray	One Set
20	Slump cone Testing Equipment	One Set

[Cl. 31.1a]

. 19. The authorized person to make payments is **Executive Engineer, …….Division …….**
[Cl.39.2]

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

(1) 1/8th of the value of entire contract work up to 1/4th of the Period allowed for completion of construction
(2) 3/8th of the value of entire contract work up to ½ of the Period allowed for completion of construction
(3) 3/4th of the value of entire contract work up to ¾th of the Period allowed for completion of construction

(b) Amount of liquidated damages for Delay in completion of works	For Whole of work 1 percent of the Initial Contract Price, rounded Off to the nearest thousand, per week.
(c) Maximum limit of liquidated damages for delay in completion of work.	10 per cent of the Initial Contract Price rounded off to the nearest thousand. [Cl.44.1]

21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents or Fixed Deposit Receipt from a scheduled Commercial bank. [Cl. 46.1]

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22. (a).
Two sets as built drawings of completed works are required. [Cl.51.1]

(b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole Or section of the work, as the case may be. [Cl.51.1]

23. The amount to be withheld for failing to supply "as-built" drawings by the date required is Rs. …….. Lakh. [Cl.51.2]

24. (a) The period for setting up a field laboratory with the prescribed equipment is 15days from the date of notice to start work [Cl.52.2 (i)]

(b) The following events shall also be fundamental breach of Contract: [Cl.52.2 (k)]
"The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract

25. The percentage to apply to the value of the work not completed Representing the Employer's additional cost for completing the Works Shall be 20 percent. [Cl.53.1 (i)]

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Appendix to Part-I General Conditions of Contract

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

(a) **Workmen Compensation Act 1923**: -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) **Payment of Gratuity Act 1972**: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

(c) **Employees P.F. and Miscellaneous Provision Act 1952**: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

(i) Pension or family pension on retirement or death as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii) Payment of P.F. accumulation on retirement/death etc.

(d) **Maternity Benefit Act 1961**: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(e) **Contract Labour (Regulation & Abolition) Act 1970**: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.

(f) **Minimum Wages Act 1948**: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.

(g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) **Equal Remuneration Act 1979**: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making

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discrimination against female employees in the matters of transfers, training and promotions etc.

(i) **Payment of Bonus Act 1965**: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

(j) **Industrial Disputes Act 1947**: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) **Industrial Employment (Standing Orders) Act 1946**: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

(l) **Trade Unions Act 1926**: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) **Child Labour (Prohibition & Regulation) Act 1986**: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

(n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979**: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

(o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996** and **the Cess Act of 1996**: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of

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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.

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

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Section 4

Conditions of Contract

Part – II Special Conditions of Contract

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

1. Before actual commencement of work all machinery to be used on the work shall confirm to the requirement of the MoRT& H as attached in the document.
2. The steel shall be procured from SAIL/ TATA TISCO/Rashtriya Ispat Nigam Ltd. The contractor/ firm shall submit the bill of each consignment as it reaches the site store duly supported with test certificates.
3. The cement shall be procured from principal manufacturer ACC/Ambuja/Ultatech etc. The contractor/ firm shall submit the bill of each consignment as it reaches the site store duly supported with test certificates.
4. The bitumen shall be procured from principal manufacturer IOCL/BPCL/HPCL etc. The contractor/ firm shall submit the bill of each consignment as it reaches the site store duly supported with test certificates.
5. The rates are inclusive of cost of traffic management during construction. Contractor shall provide road Signages, Ballards, sign boards, gunny bags, sheet etc. for safety of traffic during construction period, which will be incidental to work.
6. All the relevant quality control tests are to be got conducted at his own from the approved Govt. laboratory NABL/ IIT Mandi and NITs as per direction of Engineer-in-Charge and the test report shall be submitted to Engineer-in-Charge during the execution of work.
7. The contractor / firm shall have to submit supplementary "M/W/X" forms with each running bill as per the directions of Govt./Hon'ble Court for use of material as per the Himachal Pradesh minor Minerals (Concession) and Minerals (Prevention of Illegal Mining. Transportation and storage) Rules 2015 as amended from time to time.
8. No dumping site will be provided by the HPPWD Department.
9. No dumping should be done in River, Nallah and any Govt. land. As per the direction by the Hon'ble High Court vide CWPIL No.31 of 2023 titled as Madan Lal V/s State of HP & OR's. The material shall be dumped at designated site to be arranged by contractor at his cost in private land arranged by him.
10. All the executed material from the Bridge site which includes excavated material from foundation of Piers, Abutments etc. shall be lifted and dumped at designated and dumping site to be arranged by the contractor and no extra cost will be paid.
11. The pumping of water/dewatering (if any) during the construction period shall be done by the contractor and no extra cost will be paid for road/bridge/tunnel works.
12. No extra time will be allowed if any issues if arises during the execution/dewatering, accumulation/rising of back water of reservoir for uncertain period for perennial /non-perennial river/water conditions. No claim regarding that will be acceptable for construction/maintenance period for road/bridge/tunnel

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works.

13. All the slips/ debris shall be removed by the contractor as accumulated during rainy season and during the execution period starts from the award of work to completion of work. No extra payment in this regard will be paid to the contractor neither any claim for extra item executed will be accepted in this regard till the completion of work.
14. No extra cost on account of dumping site and lifting of excavated material and material accumulated during rainy season upto any destination will be paid. To any destination for transportation and dumping of material to any destination in private land to be arranged by contractor/ firm himself.
15. Separate machinery and manpower shall be deployed for opening of road to regulate the traffic during construction stage for which no extra cost will be paid.
16. The dumping site so constructed by the contractor should have proper protection work so that dumping material does not affect nearby village, Nallah& other Private/ Govt. property. Any damage occurred due to this will be the responsibility of the contractor.

Section 5

Specifications

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

A. The Specifications OF Ministry of Road Transport & Highways (MoRTH) FOR NATIONAL HIGHWAYS published by the IRC (latest Revision) shall apply.

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Section 5 (Cont'd)

Drawings

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

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

List of Drawings:-

1. Key Map.
2. Road Alignment including cross sections.
3. Pavement Drawings.
4. Surface and sub surface drains with full details.
5. Culverts and Bridges drawings.
6. Drawings for any other Road structure.
7. Drawings for road signs, pavement markings and other traffic control devices.
8. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".
9. Any revision of working drawings should be indicated by pre-fixing R1, R2….. etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
10. Complete set of drawings should be issued along with other tender documents so as to form part of the Agreement.

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Section 6

FORM OF BID FOR PART-I OF THE BID

Technical Qualification Part-I of Bid

The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.

To [Name of Employer].....

Address [insert address] .....
.....

Identification Number of Works .....

Description of Works .....

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, I/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. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.
4. I/we undertake to carry out the works of Routine Maintenance for five years after the completion date as per the rates offered by the Employer in the bid documents.

Authorized Signatory.....
Name and Title of Signatory.....
Name of Bidder.....
Authorized Address of Communication.....
.....
Telephone Nos (Office) ……
Mobile. No. ……
Facsimile (Fax) No. ……..
Electronic Mail Identification (Email ID) ……

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Form of Bid for Part-II of the Bid

Technical - Financial Part-II of Bid

The Bidder shall fill in and load this form for Part-II of Bid separately from the form for Part-I of the Bid

To [Name of Employer].....

Address [insert address] .....

Identification Number of Works .....

Description of Works .....

Dear.....

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the routine maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.
4. As mentioned in Part-I of my/our bid, I/we undertake to carry out the works of Routine Maintenance for five years after the Completion Date as per the rates offered by the Employer in the bid document.

Signature of Authorized Signatory .....
Name and Title of Signatory.....
Name of Bidder.....
Authorized Address of Communication.....
.....
Telephone Nos (Office) ……
Mobile No. ……
Facsimile (Fax) No. ……..
Electronic Mail Identification (Email ID) ……
.

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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 authorized 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.

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Section 7

Bill of Quantities
Preamble

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

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

(a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
(b) At percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.

2.1 DELETED.

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

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

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Bill of Quantities for Percent rates bids

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

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

(in words) ----------

Signature_____
Name_____

Notes:

(1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2 and Part I General Condition of Contract 39.3).

(2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITB Clause 14.1].

(3) Deleted.

Signature

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Section 8
Standard Forms
Letter of Acceptance and Other Forms

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Standard Forms

(a) Letter of Acceptance

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 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] and Routine Maintenance of the works for five years* for the Contract Price of Rupees

_____

_____ *[amount in figures and words]* is hereby accepted by our Agency.

HPPWD

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26.3) *[where applicable]* in the form detailed in Cl. 30 of ITB for an amount of Rs.———— within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the Contract. 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 the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.

2. You are also requested to indicate your nominee as required under Clause 53.2 of the GCC.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment:

HPPWD

(b) Issue of Notice to Proceed with the Work

(Letterhead 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 the construction of ——————————————— and routine maintenance for five years after completion of construction, 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)

HPPWD

(c)Standard Form of Agreement

Standard Form: Agreement

Agreement

This Agreement, made the _____day of _____20_____, between_____ _____ [name and address of Employer] (here in after called "the Employer") of the one part, and _____ _____ _____[name and address of Contractor] (here in after 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 and the remedying of any defects therein at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within 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.

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4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Bid;
iv) Contract Data;
v) Special Conditions of Contract and General Conditions of Contract;
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the Contract.

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

The Common Seal of _____

Was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

_____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

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(d) Form of unconditional Bank Guarantee from Contractor for _____ [To be specified by State]

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Annexure-I

List of Key Personnel to be deployed on Contract Work Minimum Key personnel required for the Project (Reference Cl 4.4 B (b) (ii))

Sr No	Personnel	Qualification	LotSize			
			Upto Rs.50Million	Rs.51-200 Million	Rs. 201-500 Million	Rs.501-1000 Million&above
1	Project Manager	B.E Civil +10 Year experience	1 No.	1 No.	1No	1 No.
2	Site Manager	B.E Civil+3 Year experience	1 No.	2 Nos.	4 Nos.	6 Nos.
3	Plant Engineer	B.E Machnical+3 Year experience or Diploma Mech. + 7 Year experience	1 No.	1 No.	1 No.	2 Nos.
4	Quantities Surveyor	B.E Civil +7 Year experience or Diploma Civil + 7 Year experience	1 No.	1 No.	1 No.	2 Nos.
5	Soil and Material Engineer	B.E Civil+7Year experience or Diploma Civil+7 Year experience	1 No.	1 No.	1 No.	1 No.
	Total					

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ANNEXURE-II

List of Plant & Equipment to be deployed on Contract work

(Reference Cl 4.4 B (b) (i))

Sr. No.	Type of Equipment	Maximum age as on	Upto Rs.50 Million	Rs.51-200 Million	Rs.201-500 Million	Rs.501-1000 Million & above
1	Tipper Truck	5-7	6	10	20	20
2	Motor Grader	5	2	2	4	04
3	Dozer	5	1	1	2	02
4	Frontend Loader	5	2	2	4	04
5	Smooth Wheeled Roller	5	2	2	4	04
6	Vibratory Roller	5	2	2	3	03
7	Hot Mix plant with electronic controls(Maximum 40 to 60 TPH Capacity)	5	1	1	2	01
8	Paver finisher with Electronic Sensor	5	1	1	2	02
9	Water Tanker	5	3	3	5	05
10	Bitumen Sprayer	5-7	1	1	2	02
11	Tandem Roller	5	1	1	1	01
12	Concrete mixer with integral weigh batching facility	5	2	2	2	02
13	Concrete Batching and Mixing Plant (Minimum Capacity-15m^3/hour)	5	-	1	1	01
14	Concrete Batching and Mixing Plant (MinimumCapacity-30m^3/hour)	5	-	1	1	01
15	Pneumatic Tyre Roller (PTR)	5	-	1	1	01
	Total					

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