

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

(Road Works)

PART 1: COMPLETE BIDDING DOCUMENT

(Valid for less than 1 crore)

Name of Work: Special repair to Pataudi to Sandwa road (Balance Work) in Bhiwani Distt.

Cost: Rs.50.73 lacs

Earnest Money: Rs.1.02 lacs for Contractor
Rs.0.51 lacs for Society

GOVERNMENT OF HARYANA
PUBLIC WORKS (BUILDINGS & ROADS)
DEPARTMENT

STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS

PART 1 : COMPLETE BIDDING DOCUMENT

PRESS NOTICE

No. ____/PWD

Haryana PWD (B&R)

Dated: ____

Notice Inviting Tenders

The Governor of Haryana invite the bids from eligible bidders through online bids in the website: <http://haryanapmgsy.etenders.in> for the work detailed in the table.

Press Notice**Notice Inviting E-Tendering**

The Governor of Haryana invite the bids from eligible bidders through online bids in the website: <http://haryanapmgsy.etenders.in> for the work detailed in the table.

Sr No	Name of work	Estimated Cost	Bid Security (Rs.)	Time Limit	Cost of document (Rs.)	Date and time for online bid preparation to Hash Submission.
1	Special repair to Pataudi to Sandwa road (Balance Work) in Bhiwani Distt.	50.73 Lacs	<u>Rs.1.02 lacs for Contractor &</u> <u>Rs.0.51 lacs for Society</u>	06 Months	5000/-	Upto 06.04.2015 17:00 hrs.

1. Pre bid meeting will be held on ----- at 11.30 Hrs. In the office of Superintending Engineer, Haryana PWD B&R Branch, Bhiwani
2. Cost of bid document (to be paid only online) is Rs. 5000/- (non-refundable) for each bid.
3. For further details and e-tendering schedule visit website <http://haryanapwd-bandr.org> / <http://haryanapmgsy.etenders.in>

For and on behalf of Governor of Haryana

Executive Engineer
Provl. Divn., Haryana PWD (B&R) Br.
Bhiwani.

DETAIL NOTICE INVITING TENDER

The Governor of Haryana invites the bids from eligible bidders through online bids in the website: <http://haryanapmgsy.etenders.in> for the work detailed in the table.

Sr. No	Name of work	Approximate value of works (Rs.)	Bid Security (Rs.)	Cost of document (Rs.)	Time limit	Date and time for bid preparation to Hash Submission.
1	Special repair to Pataudi to Sandwa road (Balance Work) in Bhiwani Distt.	50.73 Lacs	<u>Rs.1.02 lacs for Contractor &</u> <u>Rs.0.51 lacs for Society</u>	5000/-	6 (Six) months	Upto 06.04.2015 17:00 hrs.

1. Bidding Documents can be downloaded online from the Portal <http://haryanapmgsy.etenders.in> by the Societies / Contractors registered on the Portal.
2. As the Bids to be submitted online are required to be encrypted and digitally signed, the Bidders are advised to obtain the same at the earliest. For obtaining Digital Certificate, the Bidders may contact the representative of Next Tenders, the Service Providers of Electronic Tendering System.
3. The contractual Agencies can submit their tender documents as per the dated mentioned in the key dates above:-

Key Dates

Seq. No.	Office Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Release of Tender	-	-----	-----
2	-	Download Tender Document	17.03.2015 14:01 Hrs	06.04.2015 17:00 Hrs
3	-	Online Bid Preparation & Hash Submission	17.03.2015 14:01 Hrs	06.04.2015 17:00 Hrs
4	Technical and Financial Lock	-	06.04.2015 17:01 Hrs.	07.04.2015 17:00 Hrs.
5	-	Re-encryption of Online Bids	07.04.2015 17:01 Hrs.	09.04.2015 17:00 Hrs.
		Manual Submission of B.S.	Upto	09.04.2015 17:00 Hrs.
6	Open EMD & Technical / PQ Bid	-	10.04.2015 9:00 Hrs	10.04.2015 21:00 Hrs
7	Technical Evaluation	-	10.04.2015 9:00 Hrs	10.04.2015 21:00 Hrs

8	Open Financial / Price-Bid	-	10.04.2015 9:00 Hrs	10.04.2015 21:00 Hrs
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5. The Bidders can download the bidding documents from the Portal <http://haryanapmgsy.etenders.in>. Tender Document Fees has to be paid online during the Bid Preparation and Hash Submission stage and Bid Security has to be submitted in a separate sealed BS envelope. The bidders shall have to pay the Tender Document Fees mentioned against the work at the time of Bid Preparation and Hash Submission stage. The Bid Security / earnest money will have to be in any one of the form as specified in the bidding document. The BS envelop has to reach in the office of Executive Engineer, Provincial Division PWD B&R Br Bhiwani/ Superintending Engineer, Hr. PWD B&R Br., Bhiwani on or before **09.04.2015, 17.00 Hrs**. However, as the details of the Bid Security are required to be filled at the time of Bid Preparation and Hash Submission stage, the Bidders are required to keep the BS ready appropriately.

6. The tender shall be submitted by the tenderer in the following three separate envelopes:

- | | | |
|-----------------------------------|---|--------------------------------------------------------------------|
| 1. Earnest Money | - | Envelope 'BS' (scanned copy online and hard copy in physical form) |
| 2. N.I.T. and Technical Bid | - | Envelope 'T I' (on line) |
| 3. Tender in Form – A (Price Bid) | - | Envelope 'C I' (on line) |

Note: Online Bidders are required to submit the physical BS in a physical BS Envelop – 'BS'. Price Bids and Technical Bid are to be submitted mandatory online and shall not be accepted in any physical form.

Reference of the BS is to be mentioned online.

Above envelop, as applicable, shall be kept in a big outer envelope, which shall also be sealed, In the first instance, the Envelop – 'BS' of all the Bidders containing the Bid Security shall be opened online and physically. If the Earnest Money is found proper, Technical Bid shall be opened (online) in the presence of such contractors who choose to be present. The Financial Offer in Envelop in 'CI' shall be opened (online) only if the tenderers meet the qualification criteria as per the Bid document. The date of opening of Financial Bid shall be fixed at the time of opening of Technical Bid.

The Contractual Agencies will submit the necessary documents as under.

Envelope 'BS' – Bid Security Envelope

Physical BS Envelop – The Bid Security will have to be in any one of the forms as specified in

the bidding document.

Online BS Envelope—Reference details of the Bid Security instrument and scanned copy of the Bid Security.

In case Financial bid is submitted but Bid Security has not been submitted by any bidder, then bidder would be debarred from further tendering in Haryana PWD (B&R) for a period of minimum 1 year.

Adjustment of tender document fees of the Contractors / Agencies:

1. "Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single tender, its acceptance may be considered with proper justification and reasons"

2. Those bidders shall not be required to pay tender document fees, who choose to submit bids again on tender being re-called on account of single tender / bid being received on first call.

Envelope 'CI' – Price Bid Envelope

Information related to Price Bid of the tender to be submitted mandatorily online

The envelope marked BS shall be submitted clearly marking the name of agency and name of work.

The contractual Agencies can submit their tender documents as per the dates mentioned in the key Dates above:-

CONDITONS:-

- 1) DNIT & Prequalification criteria can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The societies shall produce an attested copy of the resolution of the Co-Operative department for the issuance of tenders.
- 6) The tender without earnest money / bid security will not be opened.
- 7) The jurisdiction of court will be at Bhiwani.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without **assigning** any reason and no claim whatsoever on this account will be considered.
- 9) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of '**manual submission of BS**'. If any bidder/ renderer withdraws his bid/ tender before the said period **or** makes any modifications in the terms and conditions of the bid, the earnest money shall stand forfeited. Bids shall be valid for 120 days from the date of bid closing i.e. from last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

For and on behalf of Governor of Haryana

**Executive Engineer
Provl. Divn, Hr. PWD (B&R)
Bhiwani.**

INVITATION FOR BID
(IFB)

SECTION 1
INSTRUCTION TO BIDDERS
(ITB)

Section 1: Instruction to Bidders

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A. GENERAL

1. Scope of Bid

1.1. The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

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

2. Source of Funds

2.1. The expenditure on this project will be met from the budget of Govt. of Haryana.

3. Eligible Bidders

3.1. This Invitation for Bids is open to all bidders.

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2 Deleted.

4.3.* If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (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 construction work 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 underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) Major items of construction equipment proposed to carry out the Contract;
- (e) Qualifications and experience of key site management and technical personnel proposed for Contract;
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.
- (i) Authority to seek references from the Bidder's bankers;
- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- (k) proposals for subcontracting components of the Works amounting to more than 10 percent of the Bid price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 5 crore).

4.4* Joint Venture

4.4.1. Joint ventures must comply with the following requirements:

- (a) Following are the minimum qualification requirements;
 - (i) The lead partner shall meet not less than 50 percent of all the qualifying criteria given in para 4.5.3 & 4.5.6. The joint venture must collectively satisfy the criteria of para 4.5.3 & 4.5.6. The experience of the other joint venture partners shall be considered if it is not less than 30 percent of the qualifying criteria given in para 4.5.3 & 4.5.6 as mentioned below. However, in case one of the joint venture partners is proposed to be included primarily to provide financial strength to the joint venture, such joint venture partner shall have to commit to provide liquidity support to the project to the extent of 10 percent of the value of the contract.
 - (ii) The joint venture must satisfy collectively the criteria of para 4.5.4 and 4.5.5 below for which purpose the relevant figures for each of the partners shall be added together to arrive at the joint venture's total capacity. Individual members must each satisfy the requirements of para 4.5.7 & 4.5.8 below.
- (b) The formation of a joint venture after prequalification, any change in a pre-qualified joint venture, will be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval shall be denied if (i) partners withdraw from a joint venture and the remaining partners do not meet the qualifying requirements; (ii) the new partners to a joint venture are not qualified individually or as another joint venture; or (iii) in the opinion of the Employer, a substantial reduction in competition may result.
- (c) Bid shall be signed so as to legally bind all partners, jointly and severally, and shall be submitted with a copy of the joint venture agreement providing the 'joint and several' liability with respect to the contract.

4.4.2. Qualification of a joint venture does not necessarily qualify any of its partners individually or as a partner in any other joint venture. In case of dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements, subject to the written approval of the Employer.

Footnote:

*Clause 4.4 of Joint venture is valid only when amount put to bid is more than Rs. 25 crore

4.5. QUALIFICATION CRETERIA

- 4.5.1 Qualification will be based on applicant's meeting all the following minimum pass / fail criteria regarding the Applicant's general and particular experience, **personnel** and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the letter of application (Specified requirements for Joint Ventures are given under Para 4.4 below). Subcontractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.
To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraph 4.5.4, 4.5.5, 4.5.6 and 4.5.9 below.

4.5.2 Base Year and Escalation

The base year shall be taken as (Particular year to be mentioned).

Following Enhancement factor will be used for the cost of works executed in the financial figures to a common base value for the works completed in India.

Year Before	Multiplying Factor.
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Applicant should indicate actual figures of cost and amount for the works executed by them without accounting for the above mentioned factors.

In case the financial figures and value of completed works are in foreign currency, the above enhanced multiplying factor will not be applied. Instead, current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the Bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

4.5.3 General Experience.

The applicant shall meet the following minimum criteria:

- Average annual turnover (defined as billing for works in progress and completed in all classes of Civil Engineering construction works only) over the last five years of 40 percent of the value of contract / contracts applied for.
- Experience in successfully completing or substantially completing at least one contract of Highway (road and / or bridge works) / airport runway of at least 40 percent or two works each of 33.3% of the value proposed for contract within the last five years.
- The contractor or his identified sub-contractor should possess required valid electrical license for executing the electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year. Applicable if electric items involved.

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, the turnover or experience shall be evaluated in proportion to their participation of 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 upto the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

For these, a certificate from the employer shall be submitted along with qualification information clearly mentioning the name of work, Contract Value, billing amount. Date of commencement of works, satisfactory performance of the Contractor and any other relevant information.

4.5.4 Personnel Capabilities

The Applicant must have suitable qualified personnel to fill the following positions. The applicant shall supply information on a prime candidate and alternate for each position, both of whom should meet the experience requirements specified below:

Sr. No.	Personnel	Qualification	LOT Size					
			Upto Rs. 50 lacs	More than Rs. 50 lacs upto Rs. 1 crore	More than Rs. 1 crore upto Rs. 5 crore	More than Rs. 5 crore upto Rs. 20 Crore	More than Rs. 20 crore upto Rs. 50 Crore	More than Rs. 50 crore
1.	Project Manager	BE.Civil+10 Years Exp	-	1	1	1 No.	1 No.	1 No.
2.	Site Engineer	BE.Civil+3 Years Exp.	-	1	1	2 No.	4No.	6 No.
3.	Plant Engineer	BE. Mech. +3 Years Exp. Or Dip.Mech.+7 Years Exp.	-	1	1	1 No.	1 No.	2 No.
4.	Quantity Surveyor	BE. Civil +3 Years Exp. Or Dip. Civil+7 Years Exp.	1	1	1	1 No.	1 No.	2No.
5.	Soil & Material Engineer	B.E. Civil + 3 Years Exp. Or Dip. Civil + 7 Years Exp..	-	1	1	1 No.	1 No.	1 No.
Total:			1 No.	5 Nos.	5 Nos.	6 Nos.	8 Nos.	12 Nos.

4.5.5. Equipment Capabilities – Bidder may require the following machinery / equipment.

Sl No.	Type of Equipment	Maximum Age as on date of bid submission	Upto Rs. 50 lacs	More than Rs. 50 lacs upto Rs. 1 crore	Upto Rs. 5 crore	More than Rs. 5 crore upto Rs. 20 Crore	More than Rs. 20 crore upto Rs. 50 Crore	More than Rs. 50 crore
1.	Tipper Trucks	5-7	*	*	6	10	15	20
2.	Motor Grader	5	*	*	2	2	3	4
3.	Dozer	5	*	*	1	1	1	2
4.	Front end Loader	5	*	*	2	2	2	4
5.	Smooth Wheeled Roller	5	*	*	2	2	3	4
6.	Vibratory Roller	5	*	*	2	2	2	3
7.	Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH Capacity)	5	*	*	1	1	1	2
8.	Paver Finisher with Electronic Sensor	5	*	*	1	1	1	2
9.	Water Tanker	5	*	*	3	3	4	5
10.	Bitumen Sprayer	5	*	*	1	1	1	2
11.	Tandem Roller	5	*	*	1	1	1	1
12.	Concrete Mixers with Integral Weigh Batching facility	5	*	*	2	2	1	2
13.	Concrete Batching and Mixing Plant (Minimum Capacity – 15 m3/hour)	5	*	*	-	-	1	1
14.	Concrete paver capable of paving 7.5m width in one single pass including all accessories.. Such as automatic dowel bar insertor, integral vibratory system and electronic sensors ancillary equipment for applying curing compound joint cutting etc.	5	*	*	-	-	-	1
15.	Concrete Batching and Mixing plant with automatic control (minimum 100 cum/hour)	5	*	*	-	-	-	1
Total:					24	28	36	54

The above list is only suggestive, Machinery as required for execution be included.

4.5.6 Financial Position

The Applicant should demonstrate that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand uncommitted bank guarantees) and / or credit facilities of not less than 10 percent of the value of the contract / contracts applied for (construction cash-flow may be taken as 10 percent of the estimated value of contract / contracts).

4.5.7 The audited balance sheets for the last five years should be submitted, which must demonstrate of soundness of Applicant's financial position, showing long term profitability including an estimated financial projection for the next two years. If necessary, the Employer will mark inquiries to applicant's bankers.

4.5.8 Litigation History

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over least five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in disqualification of the applicant.

4.5.9 Bid Capacity

Applicant who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under :-

Assessed Available Bid Capacity = $(A \times N \times 3 - B)$, where

A = Maximum value of works executed in any year during last five years (updated to the current price level) rate of inflation may be taken as 10 percent per year which will take into account the completed as well as works in progress.

B = Value at current price level of the existing commitments and ongoing works to be completed during the next $\frac{1}{2}$ year;

N = Number of years prescribed for completion of the works for which the bids are invited.

(Note: In case of a Joint Venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the work).

4.5.10 Disqualification

Even through the Applicant meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representation in the form, statements submitted; and / or
- Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non performance, such as Most Experienced partner of joint venture pulling out, court direction leading to breaking up a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

4.5.11. The Bidder shall produce affidavit that his firm has not been blacklisted by any State Govt/ Central Govt/ Autonomous body authority in India.

5. One Bid per Bidder

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as subcontractor or in cases of alternatives that have been permitted or requested) will cause all 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 and liable for those costs.

7. Site Visit

7.1. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

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:

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information and other forms.	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

8.2. Deleted

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes 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 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be put on website including a description of the enquiry but without identifying its source.

9.2. Pre-bid meeting

9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time & date as indicated in appendix.

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

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

9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be put on website. Any modification of the bidding documents listed in Sub-Clause 8.1 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 and not through the minutes of the pre-bid meeting.

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

10. Amendment of Bidding Documents

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

10.2. Any addendum thus issued shall be part of the bidding documents and put on website only. The Employer will assume no responsibility in this regard.

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

The bidder who abandoned the work or his contract was rescinded or was terminated due to non-completion of work/or any other defaulter on the part of the contractor in three or more contracts during last five years, shall be considered as non performer and no work will be allotted to him. No specific order for debarment shall be needed for this purpose.

In case the number of contracts where the work has been abandoned by the contractor or his contract was rescinded or terminated in less than 3 works, he is required to submit additional 10% (Ten percent) performance security over and above what has been stipulated in the bidding document.

C. PREPARATION OF BIDS

11. Language of the Bid

11.1. All documents relating to the bid shall be in the English language.

12. Documents Comprising the Bid.

12.1. The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate envelopes:

Envelope 'TI' shall be named "Technical Bid" and shall comprise

- (i) Bid Security **in accordance with clause 16.**
- (ii) Qualification Information and supporting documents as specified in Section 2
- (iii) Certificates, undertakings, affidavits as specified in Section 2
- (iv) Deleted**
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1
- (vi) Deleted.

Envelope 'CI' shall be named "Financial Bid" and shall comprise

- (i) Form of Bid as specified in Section 6
- (ii) Priced Bill of Quantities for items specified in Section 7

Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.

12.2. Deleted.

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

Section	Particulars	Volume No.
	Invitation for Bids(IFB)	
1	Instructions to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawings	Volume IV

13. Bid Prices.

13.1. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2. Deleted.

13.3. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provision of Clause 47 of the Conditions of Contract.

14. Currencies of Bid and Payment

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

15. Bid Validity.

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

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 in all respects.

15.3. Deleted.

15.4. Deleted.

16. Bid Security

16.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer/concerned Executive Engineer as named in Appendix and may be in one of the following forms:

- a. Receipt in challan of cash deposit in the Govt. Treasury in Haryana.
- b. Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
- c. Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.
- d. Bank Guarantee from any scheduled Indian bank, in the format given in **Section-8**.
- e. Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

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

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 **shall** be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) **deleted**
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.
- (d) **Deleted.**

17. Alternative Proposals by Bidders

17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

18.1. Deleted.

18.2. Deleted.

18.3. Deleted.

D. SUBMISSION OF BIDS

19. Guidelines to e-tendering

19.1 These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.

19.2 Registration of the Contractors on the Haryana PWD (B & R)'s, website <http://haryanapmgsy.etenders.in>:

All the Contractors intending to register with Haryana PWD (B&R), Intending to buy the tender document online are required to register for Electronic Tendering on the website <http://haryanapmgsy.etenders.in>. in order to participate in the tenders located using the Electronic System.

The Contractors registered with other Departments who are also eligible to participate in the Tenders processed by Public Works Department (B & R), Government of Haryana are also required to be registered on the Electronic Tendering System in **GENERAL** category.

For more details, please see the information in Registration Info link on the Home Page.

19.3 Obtaining a Digital Certificate:

The Bids required to be submitted online should be signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an approved Certifying Authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by the banker with whom the contractor maintains the account with. Only upon the receipt of the required documents, a Digital Certificate can be issued.

The registered contractors may obtain Class – II B Digital Certificates from any Certifying Authority or Sub-Certifying Authority authorised by the Controller of Certifying Authorities or may obtain information and application format and documents required to issue of digital certificate from:

1. NexTender (India) Pvt.
Ltd. Yuchit, Juhu Tara
Road, Mumbai-400049
Email : support@nextenders.com
2. The registered contractors may obtain the digital certificates from any other Certifying Authority **or** Sub-certifying Authority authorised by the Controller of Certifying Authorities., Government of India.

Bid for a particular Tender may be submitted only using the Digital Certificate, which is used to encrypt the data and sign the hash during the stage of Bid Preparation and Hash Submission. In case, during the process of a particular Tender, the Authorised User loses his / her Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Authorised User is advised to back up his / her Digital Certificate and keep the copies at safe place under proper security to be used in case of emergencies.

In case of online tendering, if the Digital Certificate issued to the Authorised User of a Firm is used for signing and submitting a Bid, it will be considered equivalent to a no-objection certificate / power of attorney to that User. A Firm has to authorize a specific Individual via an Authorisation Certificate / Letter signed by the majority of the Partners to use the Digital Certificate as per Indian Information Technology Act 2000. Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed by the Public Works Department (B & R), Government of Haryana as per Information Technology Act 2000. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Certificate and issue an Authorization Certificate for the new Authorised User. The procedure for application of a Digital Certificate will remain the same for the new Authorised User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation Certificate will have to be signed by the Directors of the Company.

19.4 Opening of an Electronic Payment Account:

For purchasing the tender documents online, contractors are required to pay the tender document fees online using the electronic payments gateway service as mentioned in the NIT.

Following modes of electronic payments are accepted on the electronic tendering system.

- a) **Credit Cards** – Electronic Credit Card Transactions through the following Credit Card types are supported : Master Card / VISA / American Express / Diners Club International / JCB Cards / Citibank E-Cards.
- b) **Internet Banking**– Electronic Internet Banking Transactions through Internet Banking Accounts of the following Banks are supported : HDFC Bank / Citi Bank / ICICI Bank / IDBI Bank / UTI Bank / Oriental Bank of Commerce Global Trust Bank / Federal Bank / Centurion Bank of Punjab Limited / IndusInd Bank / Kotak Mahindra Bank / Punjab National Bank.

19.5 Set up of Machine

In order to operate on the electronic tender management system, a user's machine is required to be setup. A help file on setting up of the system can be obtained from NexTenders (India) Pvt. Ltd. Or downloaded from the home page of the website = <http://haryanapmgsy.etenders.in>.

19.6 Online Viewing of Detailed Notice Inviting Tenders:

The Contractors can view the detailed Notice Inviting Tenders and the detailed Time Schedule (Key Dates) for all the packages processed by Public Works Department using the Electronic Tendering System on the '<http://haryanapmgsy.etenders.in>'.

19.7 Purchase of Tender Documents

- a) **Online Purchase/Download of Tender Document** : The tender documents can only be downloaded from the electronic tendering website – "<http://haryanapmgsy.etenders.in>" after logging in with a valid Username and Password or from the Haryana PWD (B&R) Website – <http://www.haryanapwd-bandr.org>. It is to be noted that it is mandatory that the tender document is download from the electronic tendering website to be able to submit electronic bids. The payment of the Tender Document fee has to be made only if bid is being submitted. The last date of the submission of Tender Document Fee is as indicated in Notice Inviting Tenders.

19.8 Clarification of Bidding Documents and Pre-bid Meeting :- The clarification shall be given by the employer on the venue, date & time as indicated in DNIT.

19.9 In case online Query Processing facility of online bidding is functional:

Prospective bidder should notify the Employer through the query processing facility available online set up to the date and time indicated in the Notice Inviting Tender. In such case, the copies of the employer's response will be displayed online including a description of the enquiry, but without identifying its source.

Prospective bidders can participate in the pre-bid meeting using the Query processing facility available online.

Prospective bidders can use the Query processing facility available on-line to do so but not later than one week before the meeting.

Responses given will be displayed online without delay.

19.10 Submission of Bid Seal (Hash) of Online Bids:

Submission of Bids will be preceded by submission of the digitally signed Bid Seals (Hashes) as stated in the Tender Time Schedule (Key Dates) published in N.I.T.

The information related to bids should be filled in or uploaded in the available templates under each envelope. After filing templates/uploading documents online, the hash of each envelope is required to be generated and digitally signed by a digital certificate of the person duly authorised to sign on behalf of the bidder.

19.11 Generation of Super Hash:

After the expiry of the time of submission of digitally signed Bid Seals (Hashes) by the Contractors has lapsed, the bid round will be closed and a digitally signed Tender Super Hash will be generated by the authorised Official of Public Works Department (B & R), Government of Haryana. This is equivalent to sealing the Tender Box.

19.12 Submission of actual online Bids:

Contractors have to submit their encrypted Bids online and upload the relevant documents for which they generated the respective Hashes during the stage of Bid Preparation and Hash Submission after the generation of Super Hash within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic Bids of only the Contractors who have submitted their Bid Seals (Hashes) within the stipulated time, as per the Tender Time Schedule (Key Dates), will be accepted by the Electronic Tendering System. A Contractor who does not submit his Bid Seals (Hashes) within the stipulated time will not be allowed to submit his Bid.

Note : The bidder shall fill/upload the information related to bids in the available templates under two separate envelopes marked "TI" and "CI". After filling templates/uploading documents online, the hash of each envelope is required to be generated and to be digitally signed. In case of online Bids, no information related to "Financial Bid & Technical bid" shall be accepted manually.

19.13 Submission of Cost of Bid Documents and Bid Security :

Contractor has to submit cost of bid documents mandatorily online through e-tendering website. Bid Security in the form as prescribed in Clause 16 of Section – I (ITB) of bid document is to be delivered in a sealed envelope to the officer well in stipulated time as prescribed in list of important dates.

19.14 Opening of Electronic Bids:

Electronic bid of contractors, whose cost of bid document and bid security have been received before stipulated time, will only be opened.

The online bid data will be taken opened through the website <http://haryanapmgsy.etenders.in>. The hassses of each bid will be matched with the hash generated and submitted during the state – "Bid preparation and Hash Submission". In the event of a mismatch, the bid in question will be liable for a due process of verification by Haryana PWD (B&R).

19.15 Key Dates:

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time as indicated in the top-right of the web-page is the system time and will be binding on all contractors. All online activities are time tracked and the system enforces time-locks that ensure that no activity or transaction can be take place outside the start and end dates and time of the stage as defined in the Notice Inviting Tenders.

19.16. Online query system is not functional for this package.

19.17. In case there is any contradiction in tender process then instruction contained guidelines to e-tendering will prevail.

20. Deadline for Submission of the Bids

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

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids:

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

21.2. However, if the subsequent offer even from a non-tenderer (received within one week of the previous offer and before the decision of the contract) is not just marginally but significantly favourable to the Government (to the extent of 5% of the lowest tender amount in case of works costing more than Rs. 5 crore, 10% in case of works more than Rs. 1 crore but less than Rs. 5 crore, 20% in case of works more than Rs. 5 lacs but less than Rs. 1 crore and 30% in case of works less than 5 lacs or any other limits as decided by Government from time to time) then the subsequent offer can be considered provided the bidder deposits the bid security and unconditional bank guarantee for the difference of the amount between the offer of the lowest agency and the subsequent fresh offer. In that case, short notice fresh sealed bids shall be invited, with special invitation to the previous participants including the subsequent bidder mentioned above, but with the stipulation that the subsequent bidder shall not bid higher than his previous offer, otherwise his bid security and bank guarantee shall be forfeited. Tender shall be allotted to the lowest valid bid received”.

22. Deleted.

E. BID OPENING AND EVALUATION

23. Bid Opening.

23.1. The Employer will open all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2. Deleted.

23.3. The envelope 'TI' containing "Technical Bid" shall be opened. The amount, form and validity of the cost of bidding document and bid security furnished with each bid will be announced. If the cost of bidding document and bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and 5), and has not been furnished in the form specified in Clause 16, the remaining technical bid will not be opened and will be disqualified for opening of financial bid.

23.4.

- (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
- (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid)
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.5. Deleted.

23.6. At the time of opening of “Financial Bid”, the names of the bidders **which** were found responsive in accordance with Clause 23.4 (iv) will be announced. The bids of only these bidders will be opened. The remaining bids will not be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the employer at the opening.

23.7. In case bids are invited in more than one package, the order for opening of the “Financial Bid” shall be that in which they appear in the “Invitation For Bid”.

23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24. Process to be Confidential.

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

25. Clarification of Financial Bids.

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted **except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 29.**

25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his 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.

25.3. Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder’s bid.

26. Examination of Bids and Determination of Responsiveness

26.1. During the detailed evaluation of “Technical Bid”, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 & 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the “Financial Bid”, 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.

26.2. 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.

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

27. Deleted

28. Deleted.

29. Evaluation and Comparison of Financial Bids.

29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) adjustments to reflect discounts or other price offered in accordance with Sub-Clause 23.6.

29.3. The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

29.4. The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 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.

29.6. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidders may be rejected as non-responsive.

29.7. The agency / bidder to whom the work is allotted shall be paid lowest of the following in the running / final bills:-

1. Amount calculated with the accepted rates of lowest agency.

2. Amount worked out with the rates of L-2/L-3/L-4 and so on

3. Amount worked out with the accepted percentage above HSR+CP/analytical rates/NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.

30. Deleted.

F. AWARD OF CONTRACT

31. Award Criteria.

31.1 Subject to Clause 32, 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; 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.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

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

32.1. Notwithstanding Clause 31, 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.

33. Notification of Award and Signing of Agreement.

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

33.2. 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 34.

33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4. 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.

34. Performance Security.

34.1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

- a bank guarantee in the form given in Section 8; or
- certified Cheque/Bank Draft as indicated in Appendix.

34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian Bank or (b) by a foreign bank located in India and acceptable to the Employer.

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35. Advance Payment and Security.

35.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Deleted.

37. Corrupt or Fraudulent Practices.

37.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Haryana State PWD and any other State Govt. agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

37.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

38. Maintenance-cum-Defect Liability Period

38.1 The **Maintenance-cum-Defect Liability Period** is three years in case of NH, SH & MDR. For VT roads it may be taken as 4 years and for V1, V2 and V3 roads defect liability period may be taken as 5 years. For this work maintenance-cum-defect liability period is mentioned in Contract Data.

APPENDIX to ITB

**Clause Reference
with respect to
Section-I.**

1. Name of the Employer is Superintending Engineer, Bhiwani Circle, PWD B&R Br., Bhiwani. [C1.1.1]
2. The last five years

2009-2010
2010-2011
2011-2012
2012-2013
2013-2014
3. This annual financial turn over amount is Rs.16.89 lacs [C1.4.5.3a]
(Rs. Sixteen lacs eighty nine thousand only)
4. Value of work is Rs 50.73 Lacs (Rupees Fifty lacs seventy three thousand only). [C1.4.5.3b]
40% of contract value is Rs.20.29 lacs and
33.3% of contract value is Rs. 16.89 lacs.
5. Deleted.
6. The cost of electric work is Rs. _____Nil _____ (in words) [C1.4.5.3c]
7. The cost of water supply / sanitary works is Rs. _____Nil _____ [C1.4.5.3c]
(in words)
8. Liquid assets and/or availability of credit facilities is Rs.5.07 lacs [C1.4.5.6]
(Rs.Five lacs seven thousand only)

9. Price level of the financial year 2014-15 [C1.4.5.9]
10. The Pre- bid meeting will take place at O/o SE, Bhiwani (address of the venue on Bhiwani (time and date) [C1.9.2.1]
11. The technical bid will be opened at Executive Engineer, Provincial Division PWD B&R Branch Bhiwani (address of the venue on Bhiwani (time and date)
12. Deleted [C1.4.5(a)]
13. Deleted [C1.19.2(b)]
14. The bid should be submitted through e-tendering only latest by _____ (date and time) [C1.20.1(a)]
15. The bid will be opened at Executive Engineer, Provincial Division PWD B&R Branch Bhiwani(address of the venue on Bhiwani (time and date) [C1.23.1]
16. [C1.34.1, Cl.16]
The **Bank Guarantee** / Bank draft in favour of Executive Engineer, Provincial Division PWD B&R Branch Bhiwani payable at Bhiwani.
17. Deleted. [C1.36.1]
18. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed).

<u>Year before</u>	<u>Multiply factor</u>
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

ANNEXURE-I

[Reference Cl. 4.5.5]

Sr. No.	Type of Equipment.	Maximum Age as on date of bid submission	Upto Rs.50 lacs	More than Rs.50 lacs upto Rs.1 Crore.	Upto Rs.5 Crore	More than Rs.5 Crore upto Rs.20 Crore	More than Rs. 20 crore upto Rs.50 Crore	More than Rs.50 Crore.
1	Tipper Trucks	5-7	*	*	6	10	15	20
2	Motor Grader	5	*	*	2	2	3	4
3	Dozer	5	*	*	1	1	1	2
4	Front end Loader	5	*	*	2	2	2	4
5	Smoth Wheeled Roller	5	*	*	2	2	3	4
6	Vibratory Roller	5	*	*	2	2	2	3
7	Hot Mix Plant with Electronic Controls (Minimum 80-100 TPH Capacity)	5	*	*	1	1	1	2
8	Paver Finisher with Electronic Sensor	5	*	*	1	1	1	2
9	Water Tanker	5	*	*	3	3	4	5
10	Bitumen Sprayer	5	*	*	1	1	1	2
11	Tandem Roller	5	*	*	1	1	1	1
12	Concrete Mixers with Integral Weigh Batching facility.	5	*	*	2	2	1	2
13	Concrete Batching and Mixing Plant (Minimum Capacity – 15m ³ / hour)	5	*	*	-	-	1	1
14	Concrete paver capable of paving 7.5m width in one single pass including all accessories. Such as automatic dowel bar inserter, integral vibratory system and electronic sensor ancillary equipment for applying curing compound joint cutting etc.	5	*	*	-	-	-	1
15	Concrete Batching and Mixing Plant with automatic control (minimum 100 Cum / hour).	5	*	*	-	-	-	1
	Total:				24	28	36	54

The above list is only suggestive Machinery as required for execution be included.

ANNEXURE-II**List of Key Personnel to be deployed on Contract Work****[Reference Cl. 4.5.4]****4.5.4 Personal Capabilities**

The Applicant must have suitable qualified personnel to fill the following positions. The applicant will supply information on a prime candidate and alternate for each position, both of whom should meet the experience requirements specified below:

Sr. No.	Personnel	Qualification	LOT Size					
			Upto Rs. 50 lacs	More than Rs. 50 lac upto Rs.1 Crore	More than Rs. 1 Crore upto Rs. 5 Crore	More than Rs. 5 Crore upto Rs.20 Crore	More than Rs. 20 Crore upto Rs. 50 Crore	More than Rs. 50 crore
1.	Project Manager	BE.Civil+10 Years Exp	-	1	1	1 No.	1 No.	1 No.
2.	Site Engineer	BE.Civil+3 Years Exp.	-	1	1	2 No.	4No.	6 No.
3.	Plant Engineer	BE. Mech. +3 Years Exp. Or Dip.Mech.+7 Years Exp.	-	1	1	1 No.	1 No.	2 No.
4.	Quantity Surveyor	BE. Civil +3 Years Exp. Or Dip. Civil+7 Years Exp.	1	1	1	1 No.	1 No.	2No.
5.	Soil & Material Engineer	B.E. Civil + 3 Years Exp. Or Dip. Civil + 7 Years Exp..	-	1	1	1 No.	1 No.	1 No.
	Total:		1 No.	5 Nos.	5 Nos.	6 Nos.	8 Nos.	12 Nos.

SECTION 2
QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in clause 4 of the Instruction to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1. Constitution or legal status of Bidders

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid

[Attach]

1.2 Total value of Civil Engineering construction 20____20____ B
work performed in the last five years** 20____20____

(in Rs. Million)

1.3.1. Work performed as prime contractor, work performed in the past as a nominated subcontractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied(in the same name) on works of a similar nature over the last five years.**

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion.	Remarks explaining reasons for delay & work Completed

*Attach certificate(s) from the Engineers(s)-in charge

** immediately preceding the financial year in which bids are received

B Attach certificate from Chartered Accountant.

1.3.2 Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied(in the same name and style) in the last five years:**

Year	Name of the Work	Name of the Employer*	Quantity of work performed (cum)@						Remarks* (indicate contract Ref)
			Cement Concrete (including RCC & PCC)	Masonry	Earth Works	WBM	WMM	Bituminous Work	
20...-20...									
20...-20...									
20...-20...									
20...-20...									
20...-20...									

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

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Cr.)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs. Cr.)	Anticipated date of completion
1	2	3	4	5	6	7	8

*Attach certificate(s) from the Engineers(s)-in charge

@The item of work for which data is requested should tally with that specified in ITB clause

4.5.3 (b). ** immediately preceding the financial year in which bids are received.

Delete, if prequalification has been carried out.

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

[illegible]

- 1.6. Qualifications and experience of key personal required for administration and execution of the Contract [Ref. Clause 4.5.4] Attach biographical data. Refer also to Sub Clause 4.3(e) of instructions to Bidders and Sub clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Year of Experience in the proposed position
Project Manager				
Etc.				

- 1.7. Proposed sub-contracts and firms involved [refer ITB clause 4.3(k)]

Sanctions of work	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply/sanitary work/building electrification work [Reference Clause 4.5.3(c)].

- *1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.9. Evidence of access to financial resources to meet the qualifications requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10. Name, address, and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11. Information on litigation history in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.12 Statement of compliance under the requirements of Sub –Clause 3.2 of the instructions to Bidders.(Name of consultant engaged for project preparation is **.....)

1.13. Proposed work method and schedule. The Bidders should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents.[Refer ITB Clause 4.1 & 4.3.(1)]

1.14. Programme

1.15. Quality Assurance Programme

2. Deleted

3. Additional Requirements

3.1. Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit
- (ii) Undertaking
- (iii) Deleted
- (iv) Deleted
- (v) Deleted.

* Delete, if prequalification, has been carried out

** Fill the Name of Consultant

*** Delete, if prequalification has not been carried out.

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

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

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

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

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

AFFIDAVIT

(Clause No.4.5.10 & 4.5.11)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work Haryana PW(B&R) Department nor any contract awarded to us for such works have been rescinded on account of our default, during last five years prior to the date of this bid.

Or

The undersigned also hereby certifies that our firm M/s _____ has abandoned following works with Haryana PWD B&R during last five years.

(i).....

(ii).....

(iii).....

3. The undersigned also hereby certifies that our firm M/s _____ has not been black listed by any State Govt./ Central Govt./ Autonomous Body Authority in India.

4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

5. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

(Title of Officer)

(Name of Firm)

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest a minimum cash up to 25% of the value of the work during
implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT

Condition of Contract

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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 meaning. 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 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub-clause 55.1.

The **Contract** is the contract between the Employer and the contractor to execute, complete and maintain the works till the completion of Defects Liability Period. It consists of the documents listed in Clause 2.3 below.

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 has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the contractor to the employer and includes Technical and Financial bids.

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 or distressed development in the work irrespective of any causes.

The **Defects Liability Period** is the period named in the contract Data and calculated from the Completion Date.

The **Maintenance-cum-Defect Liability Period** is three years in case of NH, SH & MDR. For VT roads it is 4 years and for V1, V2 and V3 roads defect liability period is 5 years.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Maintenance and Defect Liability Certificate** is the certificate issued by Engineer, after the defect liability period has ended and upon correction of Defects by the Contractor.

The **Maintenance** means the activities required to be carried out for routine maintenance of road relating to works covered in scope of work as per the agreement.

The **Engineer** is the person named in the contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

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 which is to have a mechanical, electrical, electronic or biological function.

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

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

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

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

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

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

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

The **Works** are what the contract requires the contractor to construct, install maintain and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

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

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

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

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings, if any.
- (8) Bill of quantities and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. 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.

5. Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act.)

i) Sub-Contracting

7.1 The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

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. The contractor shall as referred to in the Contract Data, 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.

9. Personnel

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

10. Employer's and Contractor's Risks

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

11. Employer's Risks

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

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;

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

(a) personal injury or death.

13.2 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 insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

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

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

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

18. Approval by the Engineer

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

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

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

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

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

19. Safety

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

20. Discoveries

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

20. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

22A. Royalties

Except where otherwise stated, the contractor shall pay all tonnage and other royalties, rent and other payment of compensation, if any, for getting stone, sand, gravel, clay of other materials required for the works.

The contractor has to give proof for making payment of royalty to any state Government for procuring stone soiling, stone metal, bajri and earth etc. If these are arranged from quarries situated in Haryana but not auctioned by Industries Department, Government of Haryana, the Engineer shall be at liberty to make recovery of royalties after due notice to the contractor. The decision of Employer in this regard shall be final.

23. Instructions

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

23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Dispute Redressal System

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

receipt of the decision of the competent authority as aforesaid, with all due diligence.

24.2 Either party will have the right of appeal, against the decision of competent authority to arbitrator within a period of 28 days from decision of the competent authority.

24.3 The composition of the Empowered Standing Committee will be:

- i. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government.
- ii. One official member not below the rank of Chief Engineer: and
- iii. One non –official member who will be technical expert of Chief Engineer's level selected by the Contractor from a panel of three 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, filing 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 of courts applicable under the law.

25 Arbitration:

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.

26. Deleted.

B. TIME CONTROL

27. Programme

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

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

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

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

28. Extension of the Intended Completion Date

28.1 The Engineer shall extend the Intended Completion Date, with approval from authority competent to grant time extension as mentioned in Clause 16.16.6 of PWD code through employer, 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 work and which would cause the Contractor to incur additional cost. The Clause 16.16.6 is reproduced as under: -

“16.16.6 The authority competent to technically sanction the estimate shall have the power to grant EOT. However, the check disproportionate EOTs and to ensure uniformity in approach the Engineer-in-Chief shall issue instructions in this regard from time to time.”

28.2 The Engineer with the approval of the authority competent to grant time extension as per PWD Code Clause 16.16.6 through employer shall decide whether and by how much to extend the Intended Completion Date within 56 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the Contractor has failed to give early warning of delay or has failed to cooperate in dealing with a delay, the delay by the failure shall not be considered in accessing the new Intended Completion Date.

28.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the employer. The employer shall refer the case to the authority competent to grant time extension as per Clause 16.16.6 of PWD Code within further 14 days for his decision. If the authority competent to grant time extension and the Contractor may refer the matter to the Dispute Redressal System under clause 24.1. In case the employer happens to be the authority competent to grant time extension, he would convey his decision to the Engineer within 42 days.

29. Deleted

30. Delays Ordered by the Engineer

30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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

32. Early Warning

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstances on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

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

C. QUALITY CONTROL

33. Identifying Defects

33.1 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

34. Tests

34.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

35.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

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

35.4 The routine maintenance standards shall meet the following minimum requirements and would be carried out without any extra cost :-

- a) Pot holes on the road surface and jumps to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Engineer.
- b) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- c) Cleaning of surface drains including reshaping to maintain free flow of water.
- d) Cleaning of culverts and pits for free flow of water.
- e) The cracks if appeared on the road surface, would be repaired/sealed with first coat surfacing using pre-coated stone chips.
- f) Any other maintenance operation required to keep the road traffic worthy at all time during the maintenance period.

35.5 To fulfil the objectives laid down in sub clauses 35.3 and 35.4 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can reduce this frequency in case of emergency. The Contractor shall forward to the Engineer the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

35.6 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.

35.7 The maintenance shall be carried out as mentioned in contract data and as per direction of Engineer.

35.8 The contractor will repair the existing failed sub grade/crust if any before laying LBM/WBM etc. at his own cost with 300 mm depth of earth work of appropriate quality, 500 mm GSB & balance BM/LBM/WMM etc. as per existing crust. Efforts will be made to open mouth of GSB at side slopes so that water is drained of. Nothing extra shall be paid on account of this. The cost will be incidental to work and nothing extra is payable

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect 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.

D. COST CONTROL

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning works to be done by the Contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rates in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering,

- (a) justification for rate adjustment as furnished by the contractor,

- (b) economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs,
- (c) entitlement of the contractor to compensation events where such events are caused by any additional work

38.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 per cent, except with the Prior approval of the Employer.

38.3 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programmes produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request **or** within any longer period stated by the Engineer and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work **is** above the limit stated in Sub Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

41. Cash Flow Forecasts

41.1 When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(4) of the Contract Data (Secured Advance).

42.3 The value of work executed shall be determined by the Engineer.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 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.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at 12% per annum.

43.2 If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

44. Compensation Events

44.1 The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (e) The Engineer does not approve of a subcontract to be let, within 15 days.

- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

46. Currencies

46.1 All payments shall be made in Indian Rupees.

47 Price Adjustment

- 47.1 Contract price shall be adjusted for increase or decrease in rates with the principles and procedures and as per formula given in the contract data.
- 47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provision of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

48. Retention

The Employer shall retain from each payment due to the contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

On completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

49.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works **or** from any other of his obligations and liabilities under the contract.

49.4 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the **remainder** of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion **by** which the value of the part so certified bears to the value of the **whole** of the Works or Section, as applicable. The provisions of this Sub –Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Deleted

51. Deleted.

51.1 Deleted.

51.2 *Deleted.*

51.3 *Deleted.*

51.4 Secured Advance

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

52. Securities

52.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53. Deleted

54. Cost of Repairs

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

E. FINISHING THE CONTRACT

55. Completion

55.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1 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.

58.2 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.

59. Termination

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

59.2 Fundamental breaches of Contract 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 Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering , giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.”

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

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

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

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the Contractor and available at site, 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.

61. Property

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either 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 commitment was made.

63. The **Maintenance-cum-Defect Liability Period** is three years in case of NH, SH & MDR. For VT roads it is 4 years and for V1, V2 and V3 roads defect liability period is 5 years. For this work the Defect Liability period is mentioned in contract Data.

64. Video photography of the works

The contractor shall do 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. Video photography of all items which will be subsequently covered and difficult to be measured after wards shall be done for record. No separate payment will be made to the contractor for this. VCD before start of work will be submitted to the Engineer and copy of the same to the employer for record within one month from start of work. VCD after completion of work will also be submitted to the Engineer and the employer. Within one month after completion of work.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR :

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

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.

2. COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or the Central Government or the 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 below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/ regulations including amendments, if, any on the part of the Contractor, the Engineer/Employer shall have the right to deduct **the same** any money due **from** to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the Employer **per worker @** applicable as per latest notification 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.
 - (i) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951 :- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970 :- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate **of** Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- 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 payments of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

- i) **Payment of Bonus Act 1965:- Deleted.**
- 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 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same 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 regulation 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 5 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, traveling expenses from home upto 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 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be **notified** by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- 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 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

ARBITRATION (GCC Clause 25)

DELETED---

Special Conditions for Bituminous work

To check the pilferage of bitumen, the following instructions are issued with immediate effect:-

1. The data of each & every tanker of receipt of bitumen be e-mailed by the concerned EE at the time of its receipt to SE/CE concerned in the enclosed format as Annexure-1 .
2. Unloading of bitumen at plant site will be done in the presence of representative of Engineer. The day-to-day receipt and issue account of bitumen shall be maintained by the representative of Engineer and signed daily by the contractor or his authorized representative.
3. The bitumen indents of refinery should be sent to concerned refinery for verification as many fake indents are also available in market.
4. The details as mentioned in Annexure-I should be circulated to the nearest divisions of PWD, HSAMB, HSIIDC, PR, MC, HUDA etc. where such works are going on so that the agency may not count the same tanker on both sides.
5. No contractual agency should be allowed to work from the same hot mix plant against two different contracts at one time. If he wants to start work on new project, he will have to stop the first work & then take permission from concerned EE in writing intimating the balance bitumen available at plant site. EE can give permission in writing only with e-mail to SE/CE concerned. No verbal permission will be considered / allowed.
6. An undertaking should be taken from the agency during the payment of every bill that:

He has actually purchased the bitumen as per list enclosed as annexure (the annexure should be part of undertaking).

He has used this bitumen on this work only.

He has not claimed its cost from any other division/office or any where else. The data submitted by him is totally correct.

He owns full responsibility for the quality & quantity of bitumen and submission of data.

7. For controlling the quantity of mixed material the following procedure be adopted:
 - a. The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer or his representative.
 - b. Each truck before loading of the mix shall be weighted on the Weight Bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and of the Engineer.
 - c. The truck shall be again weighed on the weight bridge after loading of the mix and its weight recorded as per prescribed performa

8. The details of mixed material be compiled as per following procedure:-A

slip should be issued by JE at the plant site as as per Annexure-II. The slip book should be in three colors i.e. Pink, Yellow and White.

White slip shall be retained at plant site, Yellow & Pink shall be sent to work site. Yellow slip shall be returned to plant site JE duly signed by JE & SDE of site in-charge and Pink slip shall be retained by JE work site.

A register showing these details will be maintained at site.

The above instructions/ procedures are applicable for procurement of bitumen by department as well as through the contractors. These may also be made part of the contract document henceforth.

Annexure-I

Tanker No.	Refinery Indent No.	Date of indent	Date of receipt	Empty weight of Tanker	Loaded weight of Tanker	Weight of bitumen	Photograph of Tanker	Person in whose presence unloaded.

Annexure-II

SLIP

Sr. No. _____ Book No. _____
 1. Vehicle No. _____ Date & time _____
 2. Weight of loaded Tipper _____
 3. Weight of empty Tipper _____
 4. Weight of Mix Material _____

Signature of
JE at Hot Mix Plant.

Signature of
SDE at site of work.

Signature of
JE at site of

SECTION 4
CONTRACT DATA

CONTRACT DATA

**Clause
Reference
with respect
to Section-3.**

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

- | 1 | The Employer is Superintending Engineer,

<i>Address: Bhiwani Circle, PWD B&R Br., Bhiwani.</i> | [C1.1.1] | | | | | | | | | | |
|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------|-----------------------------|-------------------|-----------------------------|-----------------|-----------------------------|-----------------|-------------------------------|-----------------|-----------------|
| 2 | The Engineer is Executive Engineer, <i>Provl. Divn. PWD B&R Branch, Bhiwani</i>

Name of Authorized Representative:. | | | | | | | | | | | |
| 3 | Deleted: | [C1.1.1] | | | | | | | | | | |
| 4 | The Maintenance cum Defect Liability Period is <i>Four(4) year</i> from the date of completion for civil work. | [C1.1&35 & 63] | | | | | | | | | | |
| 5 | The Start Date shall be 15 <i>days</i> after the issue of the Notice to proceed with the work. | [C1.1.1] | | | | | | | | | | |
| 6 | The Intended Completion Date for the whole of the works is 06 <i>months (six months)</i> after start of work with the following milestones: | [C1.1.1, 17&28] | | | | | | | | | | |
| 7 | Milestone dates:

<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Financial progress to be completed</u></th> <th style="text-align: left;"><u>Period from the start date</u></th> </tr> </thead> <tbody> <tr> <td><i>Milestone 1 i.e. 20%</i></td> <td><i>1.5 months</i></td> </tr> <tr> <td><i>Milestone 2 i.e. 40%</i></td> <td><i>3 months</i></td> </tr> <tr> <td><i>Milestone 3 i.e. 70%</i></td> <td><i>4 months</i></td> </tr> <tr> <td><i>Milestone 4 i.e. 100 %</i></td> <td><i>6 months</i></td> </tr> </tbody> </table> | <u>Financial progress to be completed</u> | <u>Period from the start date</u> | <i>Milestone 1 i.e. 20%</i> | <i>1.5 months</i> | <i>Milestone 2 i.e. 40%</i> | <i>3 months</i> | <i>Milestone 3 i.e. 70%</i> | <i>4 months</i> | <i>Milestone 4 i.e. 100 %</i> | <i>6 months</i> | [C1.2.2 & 49.1] |
| <u>Financial progress to be completed</u> | <u>Period from the start date</u> | | | | | | | | | | | |
| <i>Milestone 1 i.e. 20%</i> | <i>1.5 months</i> | | | | | | | | | | | |
| <i>Milestone 2 i.e. 40%</i> | <i>3 months</i> | | | | | | | | | | | |
| <i>Milestone 3 i.e. 70%</i> | <i>4 months</i> | | | | | | | | | | | |
| <i>Milestone 4 i.e. 100 %</i> | <i>6 months</i> | | | | | | | | | | | |
| 8 | The Site is located at Bhiwani | [C1.1.1] | | | | | | | | | | |
| 9 | The name and identification number of the Contract is:
The works consist of “Special repair to Pataudi to Sandwa road (Balance Work) in Bhiwani Distt.”. <i>The works shall, inter alia, include the following, as specified or as directed.</i> | [C1.1.1] | | | | | | | | | | |

A. Road Works Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/ parallel service road; bituminous pavements remodeling/construction of junctions, intersections, bus bays, lay byes; supplying and placing of drainage channels, flumes, guard posts and guard rails and other related items; construction/extension of cross drainage works, bridges, approaches and other related stones; 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 items of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

B. Bridge Works Site clearance; setting out, provision of foundations, piers abutments and bearings; prestressed / reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts / down take pipes, arrangements for fixing light posts, water mains, utilities etc; 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 Insure safety.

C. Other Items

[C1.1.1]

Any other items as required to fulfill all contractual obligations as per the Bid documents.

10. The following documents also form part of the Contract : [C1.2.3(9)]

Undertaking if any.

11. The law which applies to the Contract is the law of Haryana State. [C1.3.1]

12. The language of the Contract documents is English [C1.3.1]

13. Limit of subcontracting 50% of the Initial Contract Price [C1.7.1]

14. The Schedule of Other Contractors [C1.8]

- | | | | |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------|
| 15. | The Schedule of Key Personnel | As per Annex-II to Section I | [C1.9] |
| 16. | The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always. | | [C1.13] |
| 17 | Site investigation report | | [C1.14] |
| 18 | The Site Possession Dates shall be 15 days from date of issue of acceptance letter. | | [C1.21] |
| 19 | The competent authority are:
i) Superintending Engineer, incharge for claim amount Rs. 1.00 lacs.
ii) Chief Engineer, incharge for claim amount more than Rs. 1.00 lacs. | | [C1.24] |
| 20 | Deleted. | | [C1.26] |
| 21 | The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance. | | [C1.27.1] |
| 22 | The period between programme updates shall be 30 days. | | [C1.27.3] |
| 23 | The amount to be withheld for late submission of an updated programme shall be Rs. 1.00 lacs. | | [C1.27.3] |
| 24 | The following events shall also be Compensation Events:

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.

(i) Removal of underground utilities detected subsequently
(ii) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation,
(iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
(iv) Artesian conditions
(v) Seepage, erosion, landslide
(vi) River training requiring protection of permanent work
(vii) Presence of historical, archeological or religious structures, monuments interfering with the works
(viii) Restriction of access to ground imposed by civil, judicial, or military authority. | | [C1.44] |
| 25 | The currency of the Contract is Indian Rupees. | | [C1.46] |

26. The formula for price adjustment of prices are:

(i) Adjustment of price for bitumen:

Price adjustment for increase or decrease in the cost of bitumen shall be paid as follows:

That the rate of bitumen/ emulsion at the refinery on the date of close for financial bidding shall be considered as base rate if during execution of the works, the rate of bitumen/ emulsion increase or decrease at refinery, the difference in cost shall be paid/ recouped from the contractor in the bill, subject to the following conditions:-

- (A) The contractor shall submit original bill/ voucher of the refinery while claiming the payment for the work done. The bill/ voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of bitumen / emulsion will be paid if the original bill/ voucher are not submitted by the agency.
- (B) No increase in prices of the bitumen / emulsion shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement irrespective of extension of time limit granted to the agency for any reason, whatsoever. However, decrease in price of bitumen/emulsion shall be recouped from the contractor even beyond the original time period allowed for construction.
- (C) After approval of tender, the contractor shall submit the work programme for execution of work and get it approved from the Engineer-in-Charge in the time limit prescribed in the tender document. The increase in rates of bitumen, emulsion shall only be paid if the bitumen work is carried out within the prescribed period as per approved work programme.
- (D) Only actual difference of rates of Bitumen will be payable / deductible to the contractor. No overhead charges and contractor profit etc. are to be added / deleted, no tender premium is to be added / deleted.”
- (E) The contractor can arrange the bitumen from any of the refinery or import the same subject to the condition that the quality of bitumen is as per the requirement of contract and specifications. Regarding payment of price variation of bitumen as per the agreement, that the escalation de-escalation will be paid on the basis of lesser cost implication to Department / Government on consideration of the difference in rates as given below subject to financial regularity and other terms and conditions of agreement :-
 - (a) Prevailing rates of IOC refineries at Panipat at the time of tender and at the time of purchase of bitumen.
 - (b) Prevailing rates at the source from which the bitumen is purchased by the contractual agency at the time of tender.

It is further clarified that:-

- (a) When recovery is due on account of decrease in rates of bitumen, higher of the difference in rates of IOC Panipat and that of private refinery / Sector, shall be considered.
- (b) When escalation is due to increase in rates of bitumen is due to agency, then lesser of the difference in rates of IOC Panipat and that of private refinery / Sector, from whom bitumen was purchased, shall be considered.

(ii) Adjustment for grey cement :

Price adjustment for increase or decrease in the cost of cement shall be paid as follows:

- (A) If after submission of the, the price of grey cement incorporated in the works (not being a material supplied from the Engineer-in-Charge's Store) increase (s) beyond the price (s) prevailing at the time of the last stipulated date for financial bid closing of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.
- (B) If after submission of the, the price of grey cement / or steel reinforcement bars incorporated in the works (not being a material supplied from the Engineer-in-Charge's Store) is decreased, Govt. shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's Store) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of grey cement as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and issued under authority of Engineer-in-Chief, Haryana PWD B&R, Chandigarh.
- (C) It is further clarified that the decrease in the prices of cement and shall be deducted from the dues of the contractor if such decrease has become operative after the stipulated date of completion of work in question and increase shall not be payable if such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.
- (D) The increase/ decrease in prices shall be determined by the All India Wholesale Prices Indices for cement as published by the Economic Advisor to Government of India, Ministry of Commerce and Industry) and base price for grey cement as issued under authority of Engineer-in-Chief, Haryana PWD B&R, Br. Chandigarh as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.
- (E) The amount of the contract shall accordingly be carried for grey cement will be worked out as per the formula given below:-

Adjustment for component of "Grey Cement"

$$V_c = P_c \times Q_c \times \frac{CI - CI_0}{CI_0}$$

Where,

- V_c = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.
- P_c = Base price of grey cement as issued under authority of Engineer-in-Chief, Haryana PWD B&R, Br. Chandigarh valid at the time of the last stipulated of receipt of tender including extension if any.
- Q_c = Quantity of cement used in the works since previous bill.
- CI_0 = All India wholesale price index for grey cement as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions if any.
- CI = All India wholesale price index for grey cement for period consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce

(iii) Adjustment for steel rebars

$$V_s = P_s \times Q_s \times \frac{SI - SI_0}{SI_0}$$

- V_s = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees in the amount in rupees to be paid or recovered.
- P_s = Base price of steel reinforcement bars, as issued under authority of Engineer-in-Chief, Haryana PWD B&R Br., Chandigarh at the time of the last stipulated date of receipt of tender including extensions, if any.
- Q_s = Quantity of steel paid either by way of secured advance or used in the works since previous bill (Whichever is earlier).
- SI_0 = All India wholesale Price Index for Steel (rebars) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.
- SI = All India Wholesale Price Index for Steel (rebars) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

(iii) Adjustment for Plant and Machinery Spares

Component : --DELETED--

(iv) Adjustment of Other materials

Component: --DELETED--

Basic Rates

1. Grey Cement :- 5000/- Per MT (including taxes)
2. Steel/Rebars :- 47000/- Per MT (including taxes)

27. The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price. [Cl.48]
28. Amount of liquidated damages for delay in completion of works For whole of work (1/200)th of the initial Contract Price, rounded off to the nearest thousand, per day. For non achievement of milestone, (wherever specified, in item of Contract Data) (1/200)th of contract price corresponding to that milestone rounded off to the nearest thousand per day. [Cl.49]
29. 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.49]
30. Deleted.

31. Deleted.

32. The amounts of the advance payment are:

[Cl.51 & 52]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled.
ii) Deleted.		
iii) Deleted.		
iii) Secured advance for 75% of Invoice value. non - perish - able materials brought to site.		<p>a) The materials are in- accordance with the specification for works;</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks;</p>

- c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer.
- d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;
- e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and
- f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer. (The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions.)

- 33. Deleted.
- 34. Repayment of secured advance: [Cl.51.4] The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.

35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [Cl.52]
- Performance Security for 5 per cent of contract price plus Rs.
(to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.
- The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.
36. The Schedule of Operating and Maintenance Manuals ----- N/A [Cl.58]
37. 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.58]
38. The amount to be withheld for failing to supply “as-built” drawings by the date required is Rs. *(0.001% of agreement amount)*. [Cl.58]
39. The following events shall also be fundamental breach of contract: [Cl.59.2]
“The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC.”
40. 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 per cent. [Cl.60.1]

SECTION 5
TECHNICAL SPECIFICATIONS

SPECIFICATIONS

- A. Work shall be carried out as per the Ministry of Road Transport and Highways (MORT & H) Specification. Specification for Road and Bridges works (Latest Edition).
- B. For items whose specifications are not given in MORT&H specifications for road and bridge works, then Haryana PWD Specification, BIS specification or sound Engineering practice, as determined by the Engineer in that order should be followed.
- C. Technical and General conditions given in document shall also be followed as particular specification certain conditions regarding street lighting shall also be followed.

TECHNICAL CONDITIONS

1. A register in prescribed form showing day to day receipt, consumption and balance of cement at site of work will be maintained at the work/test site by the department, which shall invariably be signed by the contractor or his authorized representative in token of its correctness.
2. A field lab, at his own cost will be established by the contractor at site of work and all the required equipment including cube testing machine of suitable quality **and consumable** shall be provided by the contractor as required for various quality control tests subject to approval of Engineer-in-charge. Nothing shall be payable to the contractor towards equipment/day to day expenditure. Technical staff will belong to the Deptt. and ministerial staff shall be supplied by him
3. Strict control on all operations of work shall be exercised to ensure that the work is of the proper as envisaged in the specifications and design. Although the tests to be performed for quality control and their minimum frequency will be in accordance with accepted norms, in which respect the MORT & H specifications for road and bridge works 2001 Edition will be referred to.
4. For testing of materials for bridge construction, relevant I.S specification shall be referred to and department will have the **discretion** to get the sample tested from the reputed **testing** Laboratory. Testing charges **shall be** borne by the agency.
5. For testing the strength of the finished products like cement concrete, masonry, bearing and also the workmanship to be ensured in the various construction works of bridges, reference shall be made to the relevant clauses of IRC bridges codes.
6. The frequency of testing shall generally conform to what has been stipulated in the codes, but this shall be increased beyond the stipulated minimum frequency, if frequent deficiencies in quality of works are **noticed** in particular location **by the Engineer**.
7. Proper and pucca reference pillars for fixing the longitudinal center line of the bridge and transverse center lines of the piers shall be made before starting the work. The main point about these reference pillars is that they shall be so located as not to be disturbed during construction or during floods and shall last till the work is completed.

8. To have proper control on the proportion of various aggregates of cement concrete mix, weight batching instead of volumetric batching shall be adopted.

9. Where the concrete has been specified in terms of strength, the concrete mix shall be specifically designed and contractor shall satisfy Engineer-in-charge through laboratory test results that the concrete is of specified strength and quality, ensuring at the same time that the concrete mix so designed is no leaner than a nominal mix, if same has been specified.

- a. The job mix formula/Mix designed for CC work, etc. will be done from CRRI New Delhi, NIT Kurukshetra, PEC Chandigarh, TTI Chandigarh Shri Ram Institute, Delhi.

10. The following basic records, in addition to what might be considered necessary, shall be kept at site and be made available to the inspecting officers.

- a. Record of placement of concrete and test cubes shall be maintained in the following form:

Date	Time of Start	Time of Completion	Unit/Member concreted	Bulking of sand if any	Extra sand used to take care of bulking
1.	2.	3.	4.	5.	6.
Water Cement Ratio Mix					
7.					
Water content of course aggregate	Water contents of fine aggregate	Extra water added	Total water content	Water cement ratio	
(i)	(ii)	(iii)	(iv)	(v)	
Slump of concrete	Sources of supply of cement and batch No.	Whether the batch of cement tested or not	Identification number of concrete cube taken	7 days cube Strength as specified as per actual test	
8.	9.	10.	11.	12.	
25 days cube Strength as specified / as per actual test	Sign of J.E.	Sign of SDE	Sign of Contractor	Remakrs of Engineer-in-Charge.	
13.	14.	15.	16.	17.	

- b. Record of test for controlling the quality of concrete such as grading, analysis of Aggregates, silt content of fine aggregates, water content of fine aggregates, water content of coarse aggregate etc.
- c. Record of test results on samples of mild steel. For steel, high tensile steel.
- d. Record of cement tests for different consignment/batches/sources of supply.
- e. C.P.M/PERT chart, original and as revised/updated.

MATERIALS AND WORKS TEST REGISTER.

1. A register on prescribed proforma showing test results of materials and work tests will be maintained at the site of work by the department and every entry there of, shall invariably be signed by the contractor or his authorized representatives in token of its correctness.
2. Concrete of any mix ordinary or controlled shall be **regularly** tested as per Indian **Roads Congress (IRC)** standard and only such concrete will be accepted which conforms to the standards laid down **in IRC 2000** standard specifications and code or practice for roads and bridges. The concrete declared below standard by the Engineer shall be replaced by the contractor simultaneously taking care of safety and soundness of other members or adjoining part of the same member entirely at his own risk and cost.
3. Whenever test cubes are taken these should be suitably numbered and there should be corresponding markings on the individual components, or portions of the components to enable the **identification** of the unit from which the sample for test cubes was obtained. In this respect, for all the **bridge** works on the National Highways, a new register should be regularly entered. A span should be designate by mark 'S' and the number below it shall indicate the number of span and the beams should be designated by mark 'B' and should be numbered as 1,2,3 from the up stream end. Thus the marking as S4, B3 will indicate that this pertains to the span No. 4 from left side while facing downstream side and beam No. 3 from the up stream side. The cubes should also be serially numbered in the register.
4. The sampling of the concrete and testing of cubes should be done with the full knowledge of the contractor and the signatures of contractor or contractor's representative should be taken in the space specified for it.
5. Whenever the result of the cube tests carried out after three or seven days show a strength, which is not satisfactory, the Engineer of the bridge work should draw the attention of the contractor in writing to the possibility of the concrete not attaining the prescribed standards at the end of 28 days. He may also be warned not to proceed further with the work as the 28 days strength of concrete may show sub standard results. Another notice should be given to the contractor if the prescribed standard strength has not been attained. The unit of which the sub-standard work forms part becomes liable to rejection.
6. When the cube tests persistently point to a concrete strength lower than that specified, a change in the proportions of concrete for subsequent batches must be given serious thought.
7. **In case, however, the concrete strength falls below the required designed strength but its use can be permitted under IRC-ii -2000 of the IRC Bridge code section-iii, the unit may be accepted at the discretion of the Engineer and the information that it complies with the code should be placed on record in the remarks column of the register after obtaining the approval of the Superintending Engineer.**
8. For all works concrete shall be mixed in a mechanical mixer which along with other accessories shall be kept in first class working conditions and so maintained throughout the construction, Mixing shall be continued till materials are uniformly distributed & uniform colour of the entire mass is obtained and each individual particle of the course aggregates shows complete coating of mortar containing its proportionate amount of cement. In no case shall mixing be done for less than two minutes after all ingredients have been **put** into the mixer.

9. Works strength tests shall be made in accordance with IS-516. Each test shall be conducted on ten specimens, five of which shall be tested at seven days and the remaining five at 28 days. The samples of concrete shall be taken on each day of concreting and cubes shall be made at the rate of one for every 5 cubic meters of concrete or a part thereof, however, If concreting done in a day is less than 15 cubic meters the minimum numbers of cubes can be reduced to 6 with specific permission of the Engineer.
10. Similar works tests shall be carried out whenever the quality and grading of materials is changed irrespective of the quantity of concrete poured. The number of specimen may be suitably increased as deemed necessary by the Engineer when procedure of tests given above reveals a poor quality of the concrete and in other special cases.
11. Acceptance criteria of the concrete will be as per the provisions of IRC 21-2000.
12. Design mix concrete shall be designed on the basis of preliminary test, in accordance with IRC 21-2000. The proportions for ingredients chosen shall be such that concrete has adequate workability for the conditions prevailing of the work in question and can be shown to the satisfaction of the Engineer that supply of properly graded aggregate of uniform quality can be maintained till the completion of the work. Grading of aggregates in different sizes and blending them in the right proportions, as required. should be carried out.
13. Steel reinforcement shall be protected at all times from injury when placed in work. It should be free from scale, paints, oil or other substance. All rust and scale, should be removed and cleaned by a satisfactory method to the approval of the Engineer. All steel reinforcement shall be accurately placed in position as shown in the drawings and firmly held during the placing and setting of the concrete. When splicing of reinforcement is necessary, the splices shall be staggered as far as possible subject to approval of Engineer-in-charge. The bars shall be lapped accurately in accordance with the codal provisions. Welding of reinforcement steel shall not be resorted to unless approved by the Engineer, in exceptional cases.
14. All material brought by the contractor to the site of work shall be open to suitable tests by the Engineer in accordance with the approved method. The contractor shall afford all such facilities as the Engineer may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made and material found as per standard. The contractor will supply the material approved by the Engineer and the cost of testing charges will be borne by the agency should be carried out.
15. The contractor shall supply to the Engineer concrete cubes free of cost and in sizes and quantity as provided for in IRC-21-2000 during the execution of the work. All expenses incurred in respect of preparation and testing of specimen, whether at the work site in the laboratory including carriage to and from etc shall be borne by the contractor. The samples will be taken by contractor in the presence of an authorized representative of the Engineer.
16. 43 grade O.P.C ISI marked cement such as JK, Lakshmi, L&T, A.C.C, Shree, Chetak and Birla or as approved by Engineer shall be used conforming to IS:8002
17. For reinforcement steel Fe-500 grade TMT Bars of RINL/Tata/SAIL, TISCO, RASTRIYA conforming to relevant IS code shall be used.
18. Agency will produce to the Engineer, the originals bills of cement and steel etc. in token of proof purchase of material along with quality control test certificate of manufactures.
19. Agency will get the material tested from any laboratory (approved) as directed and whenever required by Engineer and all liability of testing shall be borne by the agency.
20. Bitumen , Cement and steel shall be arranged by the agency.

ADDITIONAL CONDITIONS

1. Before laying any construction layer of GSB, sub grade or base course, earth work on berms, if it is to be done by the agency against this agreement, should be completed in all respect simultaneously. Before taking work of any next layer, earth work on berms should be completed. Payment of any layer will be released only when earth work on berms are completed.
2. No compensation for any damages caused to the earthwork by rains, floods or any other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages at his own cost as per direction of Engineer.
3. The final payment of the tenderer will not be paid until and unless he furnishes to the satisfaction of the Engineer, proof from revenue authority that the price of earth used for the work having been fully paid to the owner of the land from which the earth was removed by the contractor from his (owner) land for the work and to indemnify against all the losses, damages, cost of land expenses which the Govt. suffer or incur as a result of such claim.
4. Deleted
5. The earthwork has to be carried out in continuous stretches according to the directions of the Engineer.
6. Level should be taken and entered in measurement book before commencing the work at an interval not exceeding 15 meters and after finishing the work complete in all respect as per MORT&H specification. The finished work will be checked longitudinally as well as in cross section for computing the quantity of earth work as per Clause No. 113.3 of MORT&H (road wing) specification (4th revision) or 2001/latest edition.
7. Deleted
8. The contractor shall make arrangement at his own cost for at least two numbers of modern leveling instruments (wild type) for the purpose of carrying out leveling operation failing which the same shall be arranged by the Engineer at his risk and cost.
9. The agency to whom the work is allotted will have to produce original vouchers for all quantities in lieu of purchase of bitumen from refinery, steel, cement and bricks from the original manufacturer or other authorized dealers / distributors to the entire satisfaction of the Engineer for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted along with bills.
10. In case of embankment with Fly Ash, the contractor shall take special care to keep the surface wet at all times so that the Fly Ash does not get mixed up with the atmosphere thus causing poor visibility besides health hazards. If the contractor does not comply with this provision, the Engineer shall make necessary arrangement after giving appropriate notice to the contractor, for keeping the fly ash wet and the contractor shall pay the expenses incurred on demand or otherwise the same shall be recovered by Engineer from bills due to the contractor.

ADDITIONAL CONDITIONS FOR BITUMINOUS WORK

1. The contractor will quote the **rate** of Bitumen Macadam item with 3.4% of Bitumen contents for upto 75mm thick and 3.1% for 80mm to 100mm thick by weight of total mixture. Nothing extra will be paid if Job Mix formula warrants more bitumen contents. If density as per Job Mix formula comes out to be less **than** 2.2gm/CC, rate will reduced accordingly & if is more than 2.2gm/CC nothing extra will be paid.
2. The contract unit rate for SDBC item shall be as specified in Clause 507.9, except that the rate shall include the provision of bitumen @ 5.0 percent, by weight of total mixture. Nothing extra will be paid if job mix formula warrants more bitumen contents. If density as per Job Mix formula comes out to be less **than** 2.29gm/CC, rate will reduced accordingly & if is more than 2.29gm/CC nothing extra will be paid.
3. The contract unit rate for DBM item shall be as specified in Clause 505.9 except that the rate shall include the provision of bitumen content @ 4% for 75mm to 100mm thick DBM and 4.5% upto 75mm thick by weight of total mixture. Nothing extra will be paid if job mix formula warrants more bitumen contents. If density as per job mix formula comes out to be less **than** 2.30 gm/CC, rate will be reduced accordingly and if it is more than 2.30 gm/CC nothing extra will be paid.
4. The contract unit rate for BC item shall be as specified in Clause 507.9, except that the rate shall include the provision of bitumen @ 5.4 percent for 30 to 40mm thick layer and 5.2% for layer thickness 50mm by weight of total mixture Nothing extra will be paid if job mix formula warrants more bitumen contents. If density as per job mix formula comes out to be less 2.30 gm/CC, rate will be reduced accordingly and if it is more than 2.30 gm/CC nothing extra will be paid.
5. The agency to whom the work is allotted will have to produce original vouchers for all quantities in lieu of purchase of bitumen from refinery steel, cement, and bricks from the original manufacturer or other authorized dealers/distributors to the entire satisfaction of the Engineer for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted along with bills.
6. The documentary proof of procurement of bitumen from refinery as per requirement prescribed in the MORT&H specification/technical note of MORT&H and IRC special publication No. 53 from the reputed source and test result from CRRI will be produced by the agency.
7. The Job mix formula will be got tested from CRRI New Delhi, NIT Kurukshetra , PEC, Chd., ITI Chandigarh, Shriram Institute, Delhi and testing charges will be borne by the agency. Nothing shall be paid on this account.
- 8 (a) After filling the depression of the existing road surface and before applying tack coat, the existing levels of the road, surface and after construction shall be taken jointly by the authorized representative of the contractor and Engineer at grid of point **at** 10 mtrs. Centre to centre longitudinally in straight reaches but 5 meter at curves as per Clause No. 113.3 of MORT&H specification. The cubic contents of the mix laid compacted and finished shall be computed on the basis of the initial and final levels as per formula approved by the Engineer.
- (b) (i) The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer or his representative.
- (ii) Each truck before loading of the mix shall be weighted on the weigh bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and of the Engineer.

- (iii) The truck shall be again be weighed on the weight bridge after loading of the mix and its weight recorded as per prescribed proforma.
- (iv) The volume shall then the worked out by dividing the weight of the mix laid on particular stretch of the road with average field density of the very particular stretch. For this purpose the average density for the stretch shall determined by the actual determination of field density by core cutter method. The test will be carried out at the rate of minimum of one test per 700 sqm area as prescribed in MORT&H specification.
- (c) (i) For purpose of payment, volume worked out by actual levels **as** laid down in para 8 (a) and determination of volume by density methods as per Para (b) and theoretical volume with designated thickness and area will be considered and the lowest value of the three shall be shall be adopted.
- (ii) In case the contractor/Engineer feels that **there** are substantial undulation at site and additional material is to be consumed on account of this and if there is a provision in the estimate undulation/leveling course, the contractor will submit a case/claim **to** the Engineer with **for** full justification alongwith supporting data i.e. leveling/surveying done at site etc. before execution and Engineer will get the same approved from employer before execution.
9. Unloading of bitumen at plant site will be done in the presence of representative of Engineer. The day to day receipt and issue account of bitumen shall be maintained by the representative of Engineer and signed daily by the contractor or his authorized representative on the performa appearing on subsequent pages.
10. The **Hot Mix Plant** will be so located subject to the approval of the Engineer involving such lead in transportation of the mix so as to avoid its segregation and temperature drop beyond specified limits. The maximum lead should not be more than 25 km.
11. The contractor shall carry out the survey of existing road and submit the proposal for improvement of riding quality including the existing level and final level at his own cost and shall get it approved from the concerned Superintending Engineer in writing before commencing the work.
12. When the work under one agreement is being executed, the contractor shall not undertake any other work from same hot mix plant without written permission of the Engineer and shall also make separate arrangement of bitumen for that work.

GENERAL CONDITIONS

1. Correction of defects:- The Engineer shall give notice to the contractor of any defects before the end of defects liability period which begins at completion as per definition. The defect liability period shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notice defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in Engineer's notice, the Engineer will assess the cost of having the defect corrected and the contractor will pay the amount.
2. The contractor shall have to provide a fields laboratory fully equipped at work site and hot mix plant for conducting all the relevant tests mentioned in the MORT&H specification subject to the approval of the Engineer or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representatives, which will become the property of the department. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of S.D.E.-in-charge and J.E.-in-charge.
3. The quality control test will also be done by the department and the material for such test will be supplied by the contractor free of cost. In case the material is not found upto the requirement, the same will be rejected.
4. Various quality control operation will be maintained as per Clause No. 901, 902, 903 of MORT&H (road wing) specified (5th revision) of latest edition and as per instructions issued by MORT&H from time to time upto date.
5. Contractor shall provide suitable measuring arrangement and leveling instruments of latest quality as approved by Engineer at the site of work.
6. No extra payment on account of quality control measures shall be paid to the contractor.
7. The Engineer at his discretion can get any type and Nos. of tests carried out from any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The result so obtained from the laboratory would be acceptable/binding to the agency.
8. The contractor shall be required to provide all such materials/equipments at site to conduct fields tests and to ensure that the quality of material/item shall be according to the prescribed specification and no payment of any kind for such tests shall be made to him. In case the material/item is not found upto mark, the same will be rejected.
9. For cement, bitumen, mild steel and similar other material, the essential tests are to be carried out at the manufacturer's plant or at laboratories other than the site laboratory. The cost of samples, testing and furnishing of test certificates shall be borne by the contractor. He shall also furnish the test certificates to the Engineer.
10. Contractor has to submit the bills (Running as well as final bill) for payment alongwith quality control test results conducted as per frequency specified in MORT&H specification. No payment will be made without test results.
11. OPC cement duly ISI marked of 43 grade as JK, Lakshmi, L&T, ACC, Shree and Birla or as approved by Engineer should be arranged by the contractor.

12. TMT Steel Fe-500 duly ISI marked of reputed brand such as RINL/Tata/AIL, TISCO, RASTRIYA Ispat shall be arranged by the contractor.
13. Before executing the work of drain, proper drawing depicting L-section and X-section of drain alongwith is proper disposal will be got approved by S.E. in writing. All culverts and bridges will be constructed as per IRC-SP-13 and also approved by the SE-in-Charge.
14. Agency will have to submit to the Engineer, the original bills of cement and steel etc. in token of proof of purchase of material alongwith quality control test certificate of manufacturer failing which no payment shall be released.
15. Agency will get the material tested from any approved laboratory as directed and whenever required by Engineer and all liability of testing shall be borne by the agency.
16. The rates are inclusive of cost of traffic management during construction, Contractor shall provide road signages, boards, gunny bags, sheet etc. for safety of traffic during construction period which will be incidental to work. Nothing extra shall be paid on this account.
17. The contractor will supply bills for purchase of RCC Hume Pipes clearly indicating name of manufacturer, date of manufacturing, Lot no. etc. These details must painted on the RCC Hume Pipe. The pipe should be ISI marked. The manufacturer should give proof for validity of ISI license. In case of non supply of bills, no payment will be released.
18. The contractor himself will arrange all the material such as bitumen, cement, steel, bricks etc. at his own cost.
19. The riding quality of reach after giving treatment of wearing coat will not have roughness more than 2000mm/km.
20. The contractor shall submit the proposal of widening of existing stretch to get the centerline decided before commencement of work from Engineer.
21. For work of embankment, sub grade & pavement, construction of subsequent layer of same or other material over the finished layer shall be done after obtaining written permission from the Engineer. Similar written permission from the Engineer shall be obtained in respect of all other items of work prior to proceeding with the next stage of construction.
22. Before start of the work contractor will get his machinery inspected and approved from the Superintending Engineer.
23. If at any stage, panel of concrete pavement develops cracks/disintegration during defect liability/maintenance period, the whole panel will be changed by contractor at his own cost and nothing extra shall be paid.
24. 80% material from scarification shall be credited & used at site in items as mentioned in the BOQ.
25. The pits on account of de-forestation of trees / roots, shall be filled with sand and compacted to the specification by the agency at his own cost in the entire length. No payment shall be made and the cost is incidental to work.

SECTION 6
FORM OF BID

FORM OF BID

Description of the Works :

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for the sum(s) of

(

)
2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of * _____ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20.....

Signature _____ in the capacity of _____
duly authorized to sign bids for and on behalf of _____

(in block capitals or typed)

Address

Witness

Address

Occupation

SECTION 7
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The Bill of quantities shall be read in conjunction with the instructions to Bidders, Conditions of contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the Engineer and valued at the rates and **prices** tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract.
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 **or** implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether **the** quantities are stated or not. The cost of Item against which the contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of work.
7. General directions and descriptions of work and materials are not necessarily repeated **or** summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates **or** prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (**4th revision**).
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to clause 29 of the Instructions to Bidders.

10. Rock is defined as all materials which, in the opinion of the engineer, require blasting, **or** the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 **KW** with single **a** rear mounted heavy duty ripper.

BILL OF QUANTITIES

NAME OF WORK : Special repair to Pataudi to Sandwa road (Balance Work) in Bhiwani Distt.

App. Cost Rs.50.73 lacs

Time Limit : 6 Months

Sr. No.	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate to be quoted by the contractor/society
	HSR ITEMS			
1	Earth-work undressed with a combined lead upto 15 metres including breaking of clods (6.2(b))	2880.00	Cum (Per Cubic meter)	
2	Earth work in excavation in foundation, trenches etc. in all kinds of soil not exceeding 2 meters depth including dressing of bottom and sides of trenches stacking the excavated soil, clear from the edge of excavation and subsequent filling around masonry in 15cm layers with compaction, including disposal of all surplus soil as directed with in a lead of 30 meter (HSR 6.6)	665.20	Cum (Per Cubic meter)	
3	Cement concrete 1:4:8 with stone aggregate 40mm nominal size in foundation and plinth (10.39)	118.80	Cum (Per Cubic meter)	
4	Cement Concrete 1:2:4 with stone aggregate 20mm nominal size in foundation and plinth.(10.41)	42.40	Cum (Per Cubic meter)	
5	Cement Concrete 1:1-1/2:3 with stone aggregate 20 mm nominal size for reinforced concrete work in slabs with inclination not exceeding 25 degree with horizontal, excluding steel reinforcement but including centering and shuttering, laid in position, complete in all respects (HSR 10.82+10.95(a))	32.80	Cum (Per Cubic meter)	
6	First class brick work laid in cement sand mortar 1:4 in foundation and plinth (11.4)	161.20	Cum (Per Cubic meter)	
7	12mm thick cement plaster 1:4(15.5)	520.00	Sqm. (Per Square meter)	
8	Fe-500 EQB TMT steel bars for RCc works where not included in the complete rate for RCC including bending binding and placing in position (18.22)	29.60	Qtl. . (Per quintal)	
9	Laying brick on end edging lengthwise 22.86 cm deep and 6.83 cm wide including excavation of earth and refilling the excavated soil and compacting along brick edging complete in all respect with other brick soling (24.6(b))	800.00	Mtr. . (Per meter)	

	N.S. ITEMS			
10	Supply collection and carriage if first class brick 22.86cm x 11.11cm x 6.86cm from approved kiln to site of work shall be made from good brick earth conforming to 3.5 of Haryana PWD specification 1990 edition in stacks of 50 bricks length, 2 bricks width and 10 bricks height parallel to the center line of the road Bricks shall be free from saline deposits and shall be sand moulded. They shall be thoroughly brunt without vitrified and shall have uniform deep red, cherry or copper colour. They shall be regular and uniform in shape and size with sharp and square edges and parallel faces. They must be homogeneous in texture and emit a clear ringing sound on being struck. They shall be free from flaws, cracks, chips, stones, nodules or lime or kankar and other blemishes complete as per Haryana PWD specification No.3.5.1990 First Edition (NS).	6586	Each	
11	Providing & laying 75mm thick (compacted) stone metal (G-I) 63mm to 45mm gauge wearing coat to water bound macadam in layer of 75mm each using screening type 'B' compacting with 3 wheeled steel roller/ vibratory roller to achieve the desired density including lighting, guarding barricading and maintenance of diversion etc. as per clause No.404 of MoRT&H specifications for road & bridge (5 th revision) of 2013 as per drawing and design directed by the Engineer complete in all respects. (NS). Note:- Only crushed material should be used. No local earth/sand shall be used.	109.80	Cum (Per Cubic meter)	
12	Providing & laying 75mm thick (compacted) stone metal (G-II) 53mm to 22.4mm gauge wearing coat to water bound macadam in layer of 75mm each using screening type 'B' compacting with 3 wheeled steel roller/ vibratory roller to achieve the desired density including lighting, guarding barricading and maintenance of diversion etc. as per clause No.404 of MoRT&H specifications for road & bridge (5 th revision) of 2013 as per drawing and design directed by the Engineer complete in all respects. (NS). Note:- Only crushed material should be used. No local earth/sand shall be used.	175.80	Cum (Per Cubic meter)	
13	Providing and laying first coat surface dressing, including rolling with road roller etc. complete including cost of bitumen VG-10 grade using aggregate 13mm nominal size 1.00 cum and bitumen VG-10, 0.10 MT per hundred square metre. Clause 509 of MoRT&H specification. (5 th edition) 2013 (NS)	14640.00	Sqm. (Per Square meter)	
14	Providing and laying tack coat with bitumen VG-10 grade pressure distributor at the rate of 0.30 Kg per sqm on the prepared bitumen/ granular surface cleaned with mechanical broom including cost of bitumen as per clause No.503 (5 th edition) 2013 as per MoRT&H specification (NS)	14640.00	Sqm. (Per Square meter)	
15	Providing and laying 20mm thick premix carpet (PC) excluding cost of tack coat, with mixed material brought from Hot Mix Plant and laying with paver finisher and compacting with road roller to achieve specified value of compaction and direction of	14640.00	Sqm. (Per Square meter)	

	Engineer including cost of lighting arrangement, sign board and night watch, complete in all respect including cost of bitumen VG-10 grade as per clause 510 MoRT&H specification (5 th edition) 2013 (NS).			
16	Providing & laying 'B' type seal with VG-10 grade bitumen including supply of fine aggregate mixed and heated with mechanical mixer including rolling with road roller etc. complete as per MoRT&H specification (5 th edition) 2013 clause 511 including the cost of bitumen VG-10 grade.	14640.00	Sqm. (Per Square meter)	
17	Earth work on berms including excavation of earth in all kind of soils including dressing the bank, side slope to given levels and templates after beaking of clouds, including the cost of rolling and watering all allowances for labour hardness wetness irrespective of all lead and lift, but including compensation for earth taken from private land, fields etc. and to the entire satisfaction of the Engineer of the work conforming to PWD specification No.6.2 and 6.3 ad 3.2 and the other specification 1990 1st edition. As per X-section attached at DNIT at section-9. Note: No earth work will be allowed to be taken from PWD B&R / ROW except for surplus earth after approval from Engineer.	4.00	Per Km. (Per Kilo Metre)	

Note:

1. 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 covered by the other rates and prices in the bill of quantities (Refer : ITB Clause 13.2 and GCC Clause 43.3).
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB clause 14.1].
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.[ITB Clause 27.1(a)].
4. Where there is a discrepancy between the rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)].

**Executive Engineer,
Provl. Divn. PWD B&R Br.,
Bhiwani.**

SECTION 8
SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____

[name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of _____, 20

THE CONDITIONS of this obligation are;

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the from of tender.

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27.

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

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids **or** as such deadline **as** is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank **is** hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on
behalf of the Contractor, up to a total of _____ [amount of guarantee]*
_____ (in words), such sum being payable in the types and proportions of
currencies in which the Contract Price is Payable, and we undertake to pay you, upon your first
written demand and without cavil or argument, any sum or sums within the limits of
_____ [amount of guarantee] as aforesaid without your needing to
prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 28 days from the expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**BANK GUARANTEE FOR ADVANCE PAYMENT
(DELETED)**

To

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

Gentlemen:

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

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

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

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

_____ Your truly,

Signature and Seal : _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

* _____ An amount shall be inserted by the Bank of Financial Institution the amount of the Advance Payment, _____
and denominated in Indian Rupees.

INDENTURE FOR SECURED ADVANCES FORM 31

(for use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the _____ day of _____, 20____ BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) of the one part and the Employer of the other part.

Whereas by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges.)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees _____ on the security of materials, the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on _____ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Governor of Haryana and declare as follows :

(1) That the said sum of Rupees _____ - so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor to indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be opened to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there form the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be re

payable by the Contractor to the Employer together with interest thereon at twelve percent per annum from the **due date of** repayment and with all costs, charges, damages and expenses incurred by the **Employer** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the **Employer** to reply and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum **or** sums advanced as aforesaid and all costs, charges, damages and payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant **for payment and repayment here-in-before contained shall become enforceable** and the money owing shall not be paid in accordance there with the **Employer** may at any time thereafter adopt all **or** any of the following courses as he may deem best:

- a) Seize and utilize the said materials or any **part** thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement **debiting the contractor with the actual cost of effecting such completion** and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.
- b) Remove and sell by public auction the **seized** materials or any part thereof and **out** of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.
- c) **Deduct all or any part of the money owing out of the security deposit or any sum due to the Contractor under the said agreement.**

(9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute **or** difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Letter of Acceptance

(Letterhead paper of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number as given in the Instructions for the contract Price of Rupees) _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted.

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Employer
for and on behalf of Governor of Haryana

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1. Delete “corrected and” or “and modified” if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if correction or modifications have not been affected.

Issue of Notice to proceed with the work

(Letterhead of the Employer)

To _____ (Date)

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of
the Contract for the construction of _____

_____ at a Bid Price of Rs.

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)

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called "the Employer"] and _____ (name and address of Contractor) hereinafter called "the Contractor" of the other part.

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

NOW THIS AGREEMENT WITNESSTH as follows :

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

In witnessed whereof the parties there to 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 _____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
agree to abide by this bid for a period _____ days **from** the date fixed for receiving the same and it
shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Signatory of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 9
DRAWINGS

SECTION 10
DOCUMENTS TO BE FURNISHED BY BIDDER