

**GOVERNMENT OF ASSAM
PUBLIC WORKS DEPARTMENT**



Name of work: Construction of RCC Bridge No. 5/1 at Kathalmurighat over river Pahumara on Hudukhata Naosali Road under Cm's spl. Package (i) conversion of 500 Nos of wooden Bridges into RCC Bridges under A.P. 2015-16 in Barpeta District

Package No. CM's Spl/2015-16/Brp-06

BIDDING DOCUMENT FOR WORK UNDER CM'S SPL. PACKAGE FOR 2015-16.

VOLUME-I

**(Invitation for Bid, Instruction to Bidders, Form of Bid, Qualification Information,
Condition of Contracts, Technical Specifications, Bill of Quantities)**

**CHIEF ENGINEER, PWD (ROADS)
ASSAM, CHANDMARI, GUWAHATI-3**

**INVITATION FOR BID
(IFB)**

GOVERNMENT OF ASSAM

OFFICE OF THE CHIEF ENGINEER :: PWD (ROADS), ASSAM :: CHANDMARI :: GUWAHATI-3

No. CE/STBR/Cm's Spl/Ten/28/2015-16/31

Dated Guwahati, the 4th Feb. /2016

PRESS NOTICE INVITING TENDER

The Chief Engineer P.W.D. (Roads), Assam on behalf of Government of Assam invites bids for the following Road / Bridge Project under Cm's spl. Package (i) conversion of 500 Nos of wooden Bridges into RCC Bridges under A.P. 2015-16 in Barpeta District. Details may be seen at website <http://apwd.etenders.in> and also at the office of the undersigned during office hours. Works will be allotted subjected to necessary approval from Govt.

Sl No.	District	Package No.	Scope of work	Approx. value of work (Rs. in Lakh)	Completion period for construction (in Months)	Bid Security amount (Rs. In Lakhs)	Cost of Tender Document (in Rs.)
1	2	3	4	5	6	7	8
1	Barpeta	CM's Spl/2015-16/Brp-06	Construction of RCC Bridge No. 5/1 at Kathalmurighat over river Pahumara on Hudukhata Naosali Road.	1120.00	24	22.40	10000.00

Chief Engineer, PWD (Roads)
Assam, Chandmari, Guwahati-3

Memo No. CE/STBR/Cm's Spl/Ten/28/2015-16/

-A

Dated Guwahati, the

Feb. /2016

Copy to:

1. The Secretary to the Govt. of Assam, PWRD, Dispur, Guwahati-6 for favour of information.
2. The Director of Information and Public Relation, Assam, Dispur Guwahati-6 for information and necessary action along with 3 (three) spare copies for publication in the widely circulation daily news paper, 1 (one) in English State Daily & 1 (one) in Assamese Daily & 1(one) in National daily on or before **06.02.2016**. The bill of advertisement may please be sent to the office of the undersigned for payment along with the Publication papers.
Enclosed – 3 (three) Spare copies.
3. The Superintending Engineer, PWD, Nalbari Road Circle, Nalbari for information & necessary action.
4. The Executive Engineer, PWD, Barpeta Rural Road Division for information & necessary action.
5. The Director of printing & stationary Press, Bamunimaidam, Guwahati-21.
6. Office Notice Board.
7. M/s Nextenders (India) Pvt. Ltd. Chandmari, Guwahati-3 for information and necessary action.

Chief Engineer, PWD (Roads),
Assam, Chandmari, Guwahati-3

GOVERNMENT OF ASSAM

OFFICE OF THE CHIEF ENGINEER :: PWD (ROADS), ASSAM :: CHANDMARI :: GUWAHATI-3

No. CE/STBR/Cm's Spl/Ten/28/2015-16/32

Dated Guwahati, the 4th Feb. /2016

SHORT NOTICE INVITING TENDER

The Chief Engineer P.W.D. (Roads), Assam on behalf of Government of Assam invites bids for the following Road / Bridge Project under Cm's spl. Package (i) conversion of 500 Nos of wooden Bridges into RCC Bridges under A.P. 2015-16 in Barpeta District. Details may be seen at website <http://apwd.etenders.in> and also at the office of the undersigned during office hours.

Sl No.	District	Package No.	Scope of work	Approx . value of work (Rs. in Lakh)	Completion period for construction (in Months)	Bid Security amount (Rs. In Lakhs)	Cost of Tender Document (in Rs.)
1	2	3	4	5	6	7	8
1	Barpeta	CM's Spl/2015-16/Brp-06	Construction of RCC Bridge No. 5/1 at Kathalmurighat over river Pahumara on Hudukhata Naosali Road.	1120.00	24	22.40	10000.00

Note :-

1. The interested Contractors/Bidders who are experienced in the execution of similar works and possess required technical and financial strength may obtain the SBD. The SBD can be downloaded from the departmental website apwd.etenders.in. Amendment /Addendum to the SBD, if any, and further notifications shall appear in this website.
2. Bidders must complete all three stages (**Download of tender, Online bid preparation and hash submission, Re-encryption of online bids**) of Online Tendering System. Otherwise their bids will not be available during Online Tender Opening.
3. The contractor/bidder must be registered with the Electronic Tendering System (ETS) of PWD, Assam website apwd.etenders.in. For this purpose, the contractor/bidders may contact M/s Nextenders (India) Pvt. Ltd., Chandmari, Guwahati-3 for further guidance and compliance. A sum of **Service fees** shall be paid online to M/s Nextenders (India) Pvt. Ltd., in order to participate on Tender. However contractors can download documents free of cost. Contractors have to necessarily download the bidding document from the ETS using their own ID. Bid documents not procured (downloaded) through the ETS/ not using the contractor's own User ID will be considered invalid and summarily rejected. Contractors submitting bids online have to submit copy of the technical bid documents manually before the expiry of the sequence 'Online Bid Preparation & Hash Submission' in the tender schedule. The last date and time for submission of the Technical Bids manually is the same as the expiry of the sequence 'Online Bid Preparation & Hash Submission' in the tender schedule.

Chief Engineer, PWD (Roads)
Assam, Chandmari, Guwahati-3

Memo No. CE/STBR/Cm's Spl/Ten/28/2015-16/

-A

Dated Guwahati, the

Feb./2016

Copy to:- 1. M/s Nextenders (India) Pvt. Ltd. Chandmari, Guwahati-3 for information and necessary action

Chief Engineer, PWD (Roads)
Assam, Chandmari, Guwahati-3

Tender Time Schedule

Sl. No	APHC Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Release Tender	-	06/02/2016, 12.00 hours	06/02/2016, 14.00 hours
2	-	Tender Download	06/02/2016, 14.01 hours	16/02/2016, 14.00 hours
3	-	Bid Preparation	06/02/2016, 14.01 hours	16/02/2016, 14.00 hours
4	Superhash Generation & Bid Lock E1	-	16/02/2016, 14.01 hours	16/02/2016, 16.00 hours
5	-	Control Transfer of Bid	16/02/2016, 16.01 hours	17/02/2016, 15.00 hours
6	Technical Bid opening & evaluation	-	17/02/2016, 15.01 hours	19/02/2016, 16.00 hours
7	Financial Bid opening & evaluation	-	19/02/2016, 16.01 hours	20/02 /2016, 16.00 hours

Note: - In the event of any Bandh or Holiday, same time on the next working day shall be taken into account.

Chief Engineer, PWD (Roads)
Assam, Chandmari, Guwahati-3

TENDER DETAILS

1. Electronic Tender No: 2720

2. Package No: PWD/ASSAM / CM's Spl/2015-16/Brp-06

3. Scope of Work :

Sl. No	District.	Package No.	Name of Work	Approx. value of works (Rs. in lakhs)
1	Barpeta	CM's Spl/2015-16/Brp-06	Construction of RCC Bridge No. 5/1 at Kathalmurighat over river Pahumara on Hudukhata Naosali Road under Cm's spl. Package (i) conversion of 500 Nos of wooden Bridges into RCC Bridges under A.P. 2015-16 in Barpeta District	1120.00

4. Value of work (in Rs.) : Rs. 1120.00 Lakhs

5. Bid Security (in Rs.) Rs. 22.40 Lakhs

6. Cost of Bid Document (in Rs.): Rs. 10000.00

7. Period of Completion: 24 Months

8. Name of the Employer : Chief Engineer PWD (Roads), Assam

9. Address for Paper Submissions and Opening :

Chief Engineer PWD (Roads) Assam
Chandmari, Guwahati 3.

10. Class of contractor:

Open

11.:

The site for the work is available.

12.:

Plans, specifications, drawings, of work to be done can be seen in the office of the Chief Engineer, PWD (Roads), Assam, State Bridge Design Branch, between hours of 11.00 A.M. and 05.00 P.M. on any working day between Start for 'Purchase Tender' to Expiry Date for 'Online Bid Hash, Submit EMD, Tech, Paper Financial' as specified in the 'Tender Schedule'.

13.:

Digital Fingerprints (Hash) of bidding documents must be submitted online on or before expiry date of Submit Online Bid Hash, Submit Paper Bid' as per given Tender Schedule unless the date is extended through a corrigendum

14.:

a) Bidding documents must be submitted online on or before the expiry date of Submit Online Bid' and offline Bidding documents must be submitted on or before the expiry date of 'Online Bid Hash, Submit EMD, Tech, Paper Financial', as per the given Tender Schedule date unless the date is extended through a corrigendum..

b) Both online and paper Bids will be opened at the start time for 'Open Technical' and 'Open Financial' (Separately for Technical and Financial Part) as specified in the Tender Schedule from the office of the Chief Engineer, PWD (Roads), Assam, Chandmari, Guwahati-3. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue

15.:

Earnest money of the amount specified for the work has to reach the employer as specified in Annexure to ITB before the expiry date specified for 'Online Bid Hash, Submit EMD, Tech, Paper Financial'. The earnest money will have to be in any one of the forms as specified in the bidding documents.

16.:

The bid for the work shall remain open for acceptance for a period of 180 (one hundred eighty) days from the date of opening of bids. If any bidder/tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

17.:

Other details can be seen in the bidding documents in the office of the .

-Chief Engineer, PWD (Roads), Assam, Chandmari, Guwahati-3.

18.Bids may be submitted only in the following method :

Item Rate method as per BOQ for Bridge Proper approaches ,protection work, Subway

**GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER, PWD (Roads), ASSAM**

List of Important Dates of Bids for Construction/Up gradation of Roads:

Construction of Road & Bridge under Cm's spl. Package (i) conversion of 500 No's of wooden Bridges to RCC Bridges in Barpeta District under Annual Plan 2015-16.

1.Name of Work package No. :: PWD/ASSAM / CM's Spl/2015-16/Brp-06

2. Completion Period for construction/up gradation:: 24 months

3. Date of Issue of Notice Inviting Bid: 04.02.2016

4. Period and Places of Sale of Bidding Documents -:

Period : As per tender time schedule

Place: on line

5. Time, Date and Place of Pre-bid Meeting:

Time & Date as per tender time schedule

Place - Online /Office of the Chief Engineer, PWD (Roads), Guwahati - 3

6. Time and Date for opening Technical Bid/Bids: As per tender time schedule

Time and Date of opening Financial Bids: As per tender time schedule

7. Place of opening bids:

Address is:

Office of the Chief Engineer,
PWD (Roads), Assam,
Chandmari, Guwahati-3

8. Period of Bid Validity: 180 DAYS

9. Officer inviting Bids:

Designation:
Chief Engineer, PWD (Roads), Assam,
Address:
Chandmari, Guwahati-3

Appendix to Tender Schedule

Note:

1. Cost of tender document should be drawn in favour of Assam State Road Board
A/C No. 10566991479 .
2. E.M.D. should be drawn in favour of Chief Engineer,PWD (Roads), Assam,
Chandmari,Guwahati-781003
3. Pre-bid meeting date and time **09.02.2016** on **11:00** hrs.
4. Vanue O/o the Chief Engineer, PWD (ROADS),
Assam, Chandmari, Guwahati-3
5. Submission of Technical Bid along with Earnest Money and
Bid document fee manually on or before 14:00 hrs hours **of 16.02.2016**
6. In case, if any Bandh falls in any sequence next working day will be considered.

EMD Details

Name of the Bank:

Branch:

Type of EMD:

Amount of EMD:

Valid From:

Valid To:

Reference Number:

PREFACE

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SECTION -1

INSTRUCTION TO BIDDERS

(ITB)

Section 1: Instructions to Bidders

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A GENERAL

1. Scope of Bid

- 1.1 The Chief Engineer, PWD (Roads), Assam, Chandmari, Guwahati-3 on behalf of the Governor of Assam (referred to employer in this document) 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, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

- 2.1 Construction of Road & Bridge under Cm’s spl. Package (i) conversion of 500 No’s of wooden Bridges to RCC Bridges in Barpeta District under Annual Plan 2015-16.

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 of 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 All bidders shall furnish the following information in Section 2.
 - (i) Evidence of access to or availability of credit facilities (minimum 10% of notified contract value) certified by the bankers.
 - (ii) Deleted.
 - (iii) Deleted.
 - (iv) Power of attorney.

- (v) Latest income tax-clearance certificate from concerned department.
- 4.3 If the Employer has not undertaken pre-qualification 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 of 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) Deleted
 - (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 report 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). (as per format at Section-7 of Bid document,)
 - (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) Deleted.
 - (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.
- 4.4 Bid from Joint Venture are acceptable .
- 4.5 (A) **To qualify for award of the contract, each bidder in its name should have in the last five years, i.e. 2010-2011,2011-2012,2012-2013,2013-2014,2014-2015.**
- (a) Achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) of 67% of the estimated cost of the Package (Cost of completed works of previous years shall be given weightage of 10% per year base on rupee value to bring them to present price level) in any one year.
 - (b) Satisfactorily completed as a prime contractor at least one similar work of value not less than one third of the estimated cost of package **within last five year**

- (c) .A certificate in this regard should be furnished by the bidder .The certificate so submitted must be obtained from the concernrd authority not below the rank of Executive Engineer for timely completion of the already allotted work under him. The certificate should be submitted as per following format.

Name of work	Nos of bridges	Total length	Estimated cost	Date of award	Date of completion	Remarks

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 of project has been executed by a joint venture ,weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

- (c) **Executed in any one year**, the minimum quantities of the major items of work as indicated in Appendix (not less than 40% of the estimated quantity).

Cement concrete work (including RCC & PSC)
 Earthwork in both excavation, embankment and subgrade.
 GSB
 WBM/WMM
 BM/DBM
 SDBC/BC
 Premix carpet
 Well foundation/ Well sinking=
 Pile foundation / Pile length=
 RCC /BUG/PSC Bridge length =

*(d) Deleted

*(e) Deleted

- *(f) The prospective tenderer should not have abandoned any works nor should any contract for PWD works have been rescinded in the last five years.

4.5 (B). Each bidder should further demonstrate :

- (a) Availability (either owned or leased) of the following key and critical equipment for this work: [Refer Annexure-I]

- (b) Availability of key personnel for this work with adequate experience as required; as per Annexure-II.
- (c) Liquid assets and/ or availability of credit facilities of not less than 10% of the estimated cost of the package (credit line / letter of credit/ certificate from banks) in prescribed format given in section-7, otherwise bid will be summarily rejected .

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

4.6. JOINT VENTURES

4.6.1. 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% of all the qualifying criteria given in Cl 4.5A,B &C above. The joint venture must collectively satisfy the criteria of Cl 4.5A ,B& C above. The experience of the other joint venture partners shall be considered if it is not less than 30 per cent of the qualifying criteria given in paras 4.5 A ,B& C above. 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 ventures must satisfy collectively the criteria of Cl 4.7 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.
- b) 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.

4.6.2 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.

4.7 Bidders 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 bid value. The available capacity will be calculated as under:

Assessed available bid capacity = (A *N*2-B)

Where

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

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

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and ongoing works to be completed during the next year.(period of completion of works for which bids are invited).

Note:1 The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

Note :2. 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 works.

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

- made misleading or false representations in the forms, statements and enclosures submitted as a proof of the qualification requirements; and/or
- Record 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 experience partner of Joint Venture pulling out, court directions leading to breaking up of a Joint Venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the pre-qualification of the individual partners.

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 for a particular package will be liable to disqualified not only for that work but for subsequent work also.

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 responsible or liable for re-imbusement of such expanses regardless of the contract or out come of the bidding process .

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 informations 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	Securities and other forms	
6	Technical specifications	
7	Drawings	
8	Form of bid	II
9	Bill of Quantities	
10	Documents to be furnished by bidder	III

8.2 One copy of each of the vol- I and two copies of vol- II form one set of bid document for issuing to the bidders. Documents to be furnished by the bidder in compliance to section 2 shall be prepared by the bidder and furnished. (refer clause 12) in A-4 size paper as volume – III in duplicate. The serial order will be maintained for the different forms as furnished in the section 2.

8.3 The Bidder is expected to examine carefully all instructions, conditions of contract, contract date, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Documents. 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 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 forwarded to all purchasers of the bidding documents, 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 and 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 transmitted without delay to all purchasers of the bidding documents. 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 shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 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.

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 (refer Clause 8.1) shall be in 2(two) separate parts i.e. Technical and Price (Financial) bids :

Part I: Technical Bid shall comprise

- (i) Qualification information and supporting documents as specified in Section 2.
- (ii) Certificates, undertakings, affidavits as specified in Section 2.

- (iii) Any other information pursuant to Clause 4.2 of these instructions.
- (iv) Undertaking that the Bid shall remain valid for the period specified in Clause 15.1
- (v) Acceptance/non-acceptance of Dispute Review Expert proposed in Clause 36.1
- (vi) Authority to seek references from the bidders Bankers (Clause 4.3.i)
- (vii) Bid Security in the form specified in Section 8 (if furnished in the form of BG).

Part-II : Price (Financial) Bid shall comprise

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

Both parts as above shall be submitted on line. However, documentary evidence in support of the technical bid / bid security etc shall be submitted manually before online hash submission.

- 12.2 The Bidder shall prepare Technical Bid in duplicate making them ‘Original’ and ‘Copy’ respectively. The information/particulars/data required for the technical bids should invariably be filled up as per prescribed formats and all pages including supporting documents should be marked and the bid should be furnished in binding form.

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	Instruction to Bidders	Vol – I
2	Conditions of contract	Vol – I
3	Contract Data	Vol – I
4	Specifications	Vol – I
5	Drawings (if furnished to the bidder in the set of bid document issued)	Vol – I

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3 All duties, taxes, and other levies payable by the contractor under the contracts, or for any other cause shall be included in the rates, prices and total Bid price submitted by the bidder.
- 13.4 Deleted

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 period not less than 180 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 bidder's 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 except as provided in 15.3 hereinafter, 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 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows:

The price shall be increased by the factor of 0.2% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful bidder.

- 15.4 Bid evaluation will be based on the bid prices without taking in to consideration the above correction.

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 **Chief Engineer PWD (Roads)** 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 India.
- 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) Bank Guarantee from any scheduled Indian Bank, in the format given in Volume-I.
- d) Fixed deposit Receipt, issued by any Scheduled Indian bank or a foreign Bank approved by the Reserve Bank of India.

- 16.2 Bank Guarantee (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 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 may be forfeited
- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - (b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - (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

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 mobilization advance or 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 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the “Technical Bid” clearly marked “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initiated by the person or persons signing the bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

19.1 The bidders must submit their financial bid online only on or before 14 hrs of 16.02.2016

19.2 The bidders must be registered to the e-tender system providers.

- 19.3 The Bidder shall seal the **technical bids** (original & copy) in one envelope, duly marking the envelopes as “Technical Bid”. These two envelopes shall then be put inside one outer envelope marking as follows:
- Technical Bid: to be opened not before _____ (date & time of Technical Bid opening)
 - Price Bid: not to be opened except with the approval of evaluation Committee.
 - The contents of Technical and price Bids will be as specified in clause 12.1
- 19.4 The inner envelope containing Technical and also the outer envelope shall be
- (a) Addressed to the Employer at the address given in Appendix
 - (b) Bear the identification as indicated in Appendix
- 19.5 In addition to the identification required in Sub-Clauses 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Evaluation Committee declares the bid as non-responsive pursuant to Clause 23.
- 19.6 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

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 and not later than the date indicated in appendix. In the vent of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 20.2 The Employer may extend the deadline for submission of the 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.
- 20.2A Online bids will be digitally signed as laid out in e-tendering instructions.
- 20.2B For Online bids , bid hashes must be submitted before the expiry date of “Online Bid preparation and Hash submission ” as per the tender schedule published for this tender on the web site. Pwd.as.nextenders.co.in
- 20.2C The online bids must be submitted before the expiry date of “Online Bid Submission” as per the tender schedule published for this tender on the web site. Pwd.as.nextenders.co.in
- 20.2D Online Bids will not be allowed to be submitted after the prescribed deadline.
- 20.2E Demand Draft in favour of ASSAM STATE ROAD BOARD for the cost of bidding document should be placed in a separate cover marked “ Cost of Bidding document downloaded from website” and submitted with the original paper submission for Technical Bids. Bids not accompanying cost of Document will not be considered.

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.

22. Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 22.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 18 & 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.
- 22.3 No bid may be modified after the deadline for submission of Bids except in pursuance of Clause 23.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and 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 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first, Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 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 to 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 clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

- 23.5 If, as a consequence of the modification carried out by the bidder in response to sub-clause 23.4, the bidders desire to modify their financial bid, they will submit the modification in separate sealed envelope so as to reach the Employer's address (refer Sub-Clause 19.2) before the opening of the financial bid as intimated in the clarification letter (refer sub-clause 23.4). The envelope shall have clear marking "MODIFICATION TO FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee".
- 23.6 At the time of opening of "Financial Bid", the names of Bidders 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 be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each Bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken in to account in Bid Evaluation.
- 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 of the successful Bidders has been announced. Any effort by 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 breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of 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 27.
- 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 of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should be 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 Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4, (b) has been properly signed; (c) is accompanied by the required securities and (d) substantially responsive to the requirement 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, with out material deviation or reservation. A material deviation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, in consistent 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. Correction of Errors

- 27.1 “Financial Bids” determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 27.2 The amount stated in the “Financial Bid” will be corrected by the Employer in accordance with the above procedure and the Bid amount adjusted with the concurrence of the Bidder in the following manner.
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the “Bid Price” and the increase will be treated as rebate;
 - (b) If the Bid price decreases as a result of the corrections, the decreased amount will be treated as “bid price”.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

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) Making any correction for errors pursuant to Clause 27; or

- (b) Making an appropriate adjustment for any other acceptable variations, deviation; and
 - (c) Making appropriate adjustments to reflect discounts or other price modifications 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 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 contract, the Employer may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that 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 can not be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

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 lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidders at his evaluated bid price.

32. Employer's Right to Accept any Bid and to Reject any of 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 of 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 provision of Clause 34.

33.3 The Agreement will incorporate all Agreement between the Employer and the successful Bidder. The successful bidders will furnish performance security and sign the agreement within 21 (twenty one) days following the notification of award (letter of acceptance).

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 (twenty one) days of issue 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 of unbalance bids in accordance with Clause 29.5 of ITB and Clause 52 of conditions of Contract in favour of concerned Executive Engineer.

- a bank guarantee in the form given in section 7; or
- Bank FDR.

34.2 If the performance security if provided by the successful bidder in the form of a bank Guarantee, it shall be issued either (a) at the bidders option, by a nationalized/schedule Indian Bank or (b) by a Foreign Bank located in India approved by RBI 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 **Not Applicable**

36. Dispute Review Committee

36.1 The Employer proposes that names of the proposed non-official member of the Dispute Review committee as indicated in Appendix be appointed as Dispute Review member under the

Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review member, the dispute review member shall be appointed by the Govt. Assam.

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 will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with State P.W.D. if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

37.2 Further more, Bidder shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

38. Design and Drawing

38.1 The selected bidder shall have to prepare design and drawing of RCC bridge on the basis of approved hydraulic particulars and SSI report and submit accordingly to the Chief Engineer PWD (Roads), Assam in 8 (eight) sets for necessary approval.

38.2 The proposal of Bridge proper along with Detailed Design calculations and drawings if required may be forwarded by the department for the Proof Checking to the IIT- Guwahati. In this regard, no extra payment will be made to the contractor by the Department for the proof checking of the design calculations and drawings, and the Contractor should include the cost of proof checking of design and drawing while quoting rate for the bridge work.

Appendix to ITB

ITB Clause Ref: (4.2):

The information required from bidders in clause 4.2 is modified as follows:

ITB Clause Ref: (12.1) Part I (II):

- 1) The other documents required are: The Bidder must submit an affidavit with photographs of machineries /equipments registered in a court of Law affirming that he will use the stated machineries/ equipments to carry out the contract.
- 2) Paper submission mode:- The Technical cover must have the unique token number obtain at the time of purchase clearly written on it. All supporting document must be submitted in two separate sealed cover one marked "original" containing the original document and the other marked "duplicate" containing attested copies of the documents given in the original cover to be opened during opening of the technical bid. The sealed cover containing the original document will be opened Tender evaluation Committee.

ITB Clause Ref: (16):

The amount of Bid Security shall be 2% of the contract value.

Exemption from bid security is 50% on the above mentioned amount rounded off to nearest thousand in case of contractors belonging to ST/SC/MOBC/OBC and unemployed (Graduate /Diploma) engineers.

ITB Clause Ref:(34.1):

(a) The amount and validity period of the performance security 5% (five percent) of the contract price in case of All category

(b) Validity Period of performance Security:-

Performance security shall be valid upto 28 days from the date of expiry of Defect Liability period of 1(one) year after intended completion date.

Clause Reference With Respect to Section-I.

1. Name of the Employer is: Chief Engineer PWD (Roads), Assam, Chandmari, Guwahati-781003

2. The last five years: Furnish the information requested below (under '3' and '4') for the following financial years:

2010-2011

2011-2012

2012-2013

2013-2014

2014-2015

3. The annual financial turn over amount: 750.40 lakhs

[Refer to 'Cl.45A (a)' of Section-I: 'Instruction to Bidders']

4. Value of work: 1120.00 lakhs

[Refer to 'Cl.45A (b)' of Section-I: 'Instruction to Bidders']

5. Quantities of work are::

As per Bill of Quantities (40% of estimated quantity)

Earth Work: 33598.07 Cum

GSB: 247.74 Cum

WBM/WMM: 247.19 Cum

Interlocking concrete block pavement: 1650.91 Sqm

PCC/ RCC : 1500.12 Cum

RCC / PSC Superstructure : 394.18 Cum

Well Sinking : 52.728 RM

Cast in- Situ Pile: 0.00 Rm

APPENDIX_to_ITB-II

OGPS (Manual/ Paver Laid:

Seal Coat:

Surface Dressing:

MSS:

BUSG:

6. Liquid assets and/ or availability of credit facilities is: Rs. 112.00 Lakhs.

7. Price level of the financial year 2010-2015: Rs.....

8. Address of the Employer:: Chief Engineer, PWD, (Roads), Assam, Chandmari, Guwahati-3

9.:

Identification (Bid for):: PWD/ASSAM/

Identification (Bid reference No.)::

.....(insert number)

Identification (Do not open before):: as per the tender time schedule

10. The bid should be submitted latest by: as per the tender schedule time

11. The Technical Bid will be opened at Office Chamber of C.E, (Roads):: as per the tender schedule time

12. The Bank Draft//Bank Guarantee as Bid Security in favour of : Chief Engineer, PWD (Roads), Chandmari, Guwahati-3

13. The name of Dispute Review committee member is: at a daily fee of Rs
..... with reimbursable expenses.

14. Escalation factors :(for the cost of works executed and financial figure to a common base value for works completed)

Year before	Multiply factor
One	1.1
Two	1.21
Three.....	1.33
Four	1.46
Five	1.61

_Qualification Information 4.5B_Annexure_I

List of Key Plant & Equipment to be deployed on Contract Work (Capacity & Numbers varying depending upon the different scope/provision).

Sl. No.	Type of Equipment	Minimum Capacity	Minimum Requirement(in Nos.)
1	Hot Mix Plant	35 to 45TPH	1
2	Paver Finisher hydrostatic with sensor control		1
3	Excavator cum Loader		1
4	Static Roller	8 to 10 T	2
5	Vibratory Roller	8 to 10 T	1
6	Water Tanker with sprinkler	6 KL	1
7	Mechanical broom	1250 sqm/ hr.	1
8	<u>Concrete Batching Plant with Generator</u>	<u>10 cum/hour (Min)</u>	1
9	Tipppers		8
10	Bitumen Distributor	7 to 10 T	1
11	Pay Loader		1
12	Truck		5
13	Double Drum Power Winch	5 Ton	2
14	Prestressing jack with Pump	Multipull	2
15	Water pump	10 H.P.	4
16	Welding M/C	10 H.P.	2
17	Diesel Electric Generator	35 KVA	2
18	Needle Vibrators		4
19	Piling Rig with accessories		2
20	Concrete pump with all accessories	10 cum/hour	1
21	Compressor		2
22	Grouting pump		2

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

- 1. The bidder will have to demonstrate availability of equipments required for construction of road and bridge works either owned or on lease or hire as per proforma at section 3, qualification information. The bidder must submit a court affidavit.**

SECTION – 2
QUALIFICATION INFORMATION

Qualification Information 4.3 .j

Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present status

_Qualification Information 4.5.A.b

Work performed 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 the main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) of works of a similar nature over the last five years.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of Issue of Work Order¹	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay & Work Completed

¹ **Attach certificates (s) from the Engineer(s)-in Charge**

_Qualification Information 4.7 (B)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name & Address of Employer	Estimated Value of Works (Rs. in Crore)	Stipulated period of completion	Date when decision is expected ³	Remarks, if any

³ Attach certificates (s) from the Engineer(s)-in Charge

Qualification Information 4.3.f-g-i

4.3.f Financial reports for the last five years::

4.3.g Evidence of access to financial resources to meet the qualification requirements::

4.3i Name, address, and telephone, telex, and facsimile numbers of bidders bankers:

Qualification Information 4.2

All bidders shall furnish the following information .

- (i) Evidence of access to or availability of credit facilities:⁴**
- (iv) Power of attorney.**
- (v) Latest income tax-clearance certificate from concerned department.:**

⁴ Evidence of access to or availability of credit facilities (minimum 10% of notified contract value) certified by the bankers.

_Qualification Information

Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clauses 4.5 (B) (b)]. 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	Years of experience (general)	Years of experience in the proposed position

_Qualification Information 4.5 B (b)_Annexure II

Annexure-II List of Key Personnel to be deployed on Contract Work

Sl. No.	Key Personnel	Minimum Qualification	Minimum Requirement (Nos)	Total Number of People being Provided
1	Project Manager	B.E. Civil + 5 to 7 Years Exp.	1	
2	Site Engineer	B.E. Civil + 3 Years Exp.	2	
3	Plant Engineer	B.E. Mech. Or Dip. Mech.	1	
Total				

_Qualification Information 4.5 A (ITB)

Year	minimum annual financial turnover (In Rs.)	value of completion of one similar work as prime contractor (In Rs.)	execution of minimum quantities of the major items of work	Contracts abandonment(Yes/No)
2010-2011				
2011-2012				
2012-2013				
2013-2014				
2014-2015				

_Qualification Information (Individual Bidders)

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 4.3 of the Instructions to Bidders. This information will not be incorporated in the Contract.

Constitution or legal status of Bidder.:

Conctitution or legal status of Bidder.:

Power of attorney of signatory of Bid:

Conctitution or legal status of Bidder.:

_Qualification Information

Additional Requirements: Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable

(i) Legal document in the form of Affidavit:

(ii) Undertaking:

(iii) Authority to seek reference from the bidders' bankers:

-Qualification 4.5

Availability of key items of contractor's Equipment essential for carrying out the works [Ref. Clause 4.5 (B) (a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 9d) of the Instructions to Bidders.

SL NO	ITEM OF EQUIPMENT	REQUIREMENT		AVAILABLE WITH THE BIDDER/ LEASED	AVAILABLE WITH THE BIDDER Total ⁵
		CAPACITY	NUMBERS		
1	Hot Mix Plant	35 to 45TPH	1		
2	Paver Finisher hydrostatic with sensor control		1		
3	Excavator cum Loader		1		
4	Static Roller	8 to 10 T	2		
5	Vibratory Roller	8 to 10 T	1		
6	Water Tanker with sprinkler	6 KL	1		
7	Mechanical broom	1250 sqm/ hr.	1		
8	<u>Concrete Batching Plant with Generator</u>	<u>10 cum/hour (Min)</u>	1		
9	Tippers		8		
10	Bitumen Distributor	7 to 10 T	1		
11	Pay Loader		1		
12	Truck		5		
13	Double Drum Power Winch	5 Ton	2		
14	Prestressing jack with Pump	Multipull	2		
15	Water pump	10 H.P.	4		
16	Welding M/C	10 H.P.	2		
17	Diesel Electric Generator	35 KVA	2		
18	Needle Vibrators		4		
19	Piling Rig with accessories		2		
20	Concrete pump with all accessories		1		
21	Compressor	30 cum/hour	2		
22	Grouting pump		2		

Qualification Information 4.5.c

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 Work	Name of the Employer	Quantity of work performed						
			E/Works Both in excavation & embankment (in cum)	GSB (in cum)	WBM /WMM (in cum)	Cement concrete (RCC) (in Cum)	PSC/ RCC Bridge superstructure (in Cum)	Bored cast insitu pile (in Rm)	well sinking Rm
2010-11									
2011-12									
2012-13									
2013-14									
2014-15									
	Remarks (indicate contract reference)								

Attach certificates (s) from the Engineer(s)-in Charge

_Total value of Civil Engineering construction Work performed

In the year 2010-2011 (in Rs. Lakhs):

In the year 2011-2012 (in Rs. Lakhs):

In the year 2012-2013 (in Rs. Lakhs):

In the year 2013-2014 (in Rs. Lakhs):

In the year 2014-2015 (in Rs. Lakhs):

Technical Specifications

5.1:

The technical specifications shall be the specifications detailed in the publication “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (Fourth Revision) of the Ministry of Road Transport and Highway’s published by the Indian Roads Congress with its latest amendments. All **Reinforcement of the bridge work should be With TATA make TMT rebar**

5.2:

The proposal of Bridge proper along with Detailed Design calculations and drawings if required may be forwarded by the department for the Proof Checking to the IIT- Guwahati. In this regard, no extra payment will be made to the contractor by the Department for the proof checking of the design calculations and drawings, and the Contractor should include the cost of proof checking of design and drawing while quoting rate for the bridge work.

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 and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the prices Bill of Quantities shall, except in so far as it is otherwise provided under the Contractor, include all Impal plant, labour, supervision, materials, erection of display board, sign/caution board, maintenance during Imp, 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 quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to cover by other rates and prices entered in the Bill of Quantities. The rate should be quoted considering all the taxes.
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 item are provided the cost shall be deemed to be distributed among the rates and prices entered for the related item of work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized on the Bill of Quantities, References to the relevant sections of the contract documentation shall be made 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.
9. Error will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions of the Bidders.
10. AGST, Forest Royalty including other charges levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of AGST, FR & ST and any taxes from the contractor's bill if the contractor fails to produce the valid certificates from the concerned departments.
11. Acceptance of lower limit of tender rate shall be governed by the existing State Government circular in force and Government decision shall be final and binding in this regard.
12. Estimate for the package (s) is not yet sanctioned. However bids are invited as an advance action to facilitate issue of work orders soon after receipt of sanction. In the event of non- sanction of the estimates, the bids may be cancelled and no clearer what so ever on this account shall be entertained from the bidders.
13. The quantities shown in the BOQ are based on estimate submitted to concerned authority. If the quantities in the sanctioned estimate varies from those furnished in the BOQ, the bidders shall not be entitled to withdraw their bids and they shall comply with any instructions issue by the Deptt. To complete the bid evaluation to its logical conclusion.
14. 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 a single rear mounted heavy duty ripper.

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 meanings. Capital initials are used to identify defined terms.

The **Adjudicator** (synonymous with Dispute Review Expert) is the person appointed jointly by the Employer and the Contractor to resolve disputes in first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

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

Compensation Events are those defined in Clause 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. 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.

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

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

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 Variation to the Contract, awarding extensions of time, and valuing 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 and 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 Chemical 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 specifications of the works included in the contract and any modification or addition made or approved by the Engineer.

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

A **Sub-Contractor** is a person or corporate body who has a contract with the Contractor to carry out a part 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, 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 plurals, 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 specially defined. The Engineer will provide instructions clarifying queries about the conditions of the 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) Condition of Contract including Special Conditions of Contract

- (6) Specifications
- (7) Bill of Quantities and
- (8) 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 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 Contract 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).

7. Deleted

7.1 Deleted

8. Deleted

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 function 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 ask 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 7 days and has no further connection with 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 work, 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 personnel injury and death which arise during and in consequence of the performance of the contract other than the expected 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 covered from the Start Date to the end of the Defects Liability Period in the amounts and deductibles stated in 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
- (d) 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 insurance 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 provide 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 Specification 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 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.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If the 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.

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. Disputes

24.1 If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Dispute Review committee within 14 days of the notification of the Engineer's decision.

25. Procedure for Disputes

25.1 The Dispute Review committee shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2 The Dispute Review committee shall be paid daily at the rate specified in the Contract Data together with reimbursement expenses of the types specified in the Contract.

*. Dispute Review committee consist of three members

1. One official member. Chairman of the Dispute review committee, not below the rank of Additional Secretary to the state Government.
2. One official member not below the rank of chief Engineer
3. One non official member who will be technical expert of chief Engineer level selected by the Contractor from a panel of three persons given to him by the Employer

Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Dispute Review committee. Either party may give notice to the other to refer a decision of the Dispute Review committee to an Arbitrator within 28 days of the Dispute Review expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review committee's decision will be final and binding.

25.3 The arbitration shall be conducted in accordance with the arbitration procedure started in the Special Conditions of Contract.

26. Replacement of Dispute Review Committee Member.

26.1 Should the Dispute Review committee member resign or die, or should the Employer and the Contractor agree that the Dispute Review committee member is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review committee member will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review committee shall be designated by the Appointing Authority indicated in the Contract Data at the request of either party, within 14 days of receipt of such request.

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 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.
- 28.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 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 a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review under Clause 24.1.

29. Deleted

30. Delays ordered by the Engineer

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

31. Management Meeting

- 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 his 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 circumstance 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 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.

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, installations, testing, and commissioning work 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 rate 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 reduces 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 5 percent, 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 Programme produced by the Contractor.

40. Payments of 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 with seven days or the request of within any longer period stated by the Engineer and before the Variations is ordered.

40.2 If the work in the Variations corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work 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 Variations 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 Contract'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 work in the relevant amounts and under conditions set forth in Sub-Clause 51(3) 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 as and when fund is available.
- 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 payments 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 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 of 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

Escalation:

The rate quoted shall be final and remain applicable during the entire period of work upto the completion extended period and no escalation in rates will be permitted due to increase in prices of materials, labour wages, railway freight or due to any reason whatsoever.

47.1 Deleted

47.2 Deleted.

48. Retention

48.1 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.

48.2 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.

48.3 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 Contract Data (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.

* For each day that the completion date is later than the intended completion date.

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 of repayment at the rate 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 every date or part of day which shall 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 of deduction of such damages shall not relieve the contractor from his obligation to complete the work on 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 date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion 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. Bonus: DELETED.

51. Advance / Secured Advance

Deleted

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 Rupee. The performance security shall be valid until a date 28 days from the date of issue of the certificate of compensation.

53. Deleted

54. Cost of Repair

54.1 Loss or damaged to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the contractor at the contractor's cost if the loss or damages 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 7 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 correction or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Engineer shall on the account 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 received Engineer's approval, the Engineer shall with hold 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 Contract, 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 anything 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 Borrower, 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 Borrower 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 up to the date of 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 Liquidation 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. Releases 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.

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 such intervals as the Engineer may prescribed, 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 there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given 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 there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and 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) Workman 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 of 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 more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.

- (d) Maternity Benefit Act 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 payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matters of transfers, training and promotion etc.
- (i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages at Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situation 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 State 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 up to the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, housing accommodation 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 occurrence 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.

3. **ARBITRATION (GCC Clause 25.3)**

The procedure for arbitration will be as follows:

- 25.3 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this Agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the * Council, Indian Roads Congress.
- (b) The Arbitral tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed consequently, the Presiding arbitrator shall be appointed by the * Council, Indian Roads Congress.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the * Council, Indian Roads Congress shall appoint the Arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration Proceedings.

SECTION 4
CONTRACT DATA

CONTRACT DATA

Clause reference
With respect
To Section 1

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

1. The Employer is [Cl. 1.1]
Name: Chief Engineer PWD (Roads), Assam.
Address: Chandmari , Guwahati-3
Name of authorized Representative (will be intimated later)

2. The Engineer is:
Name of authorized Representative

3. The non official member of Dispute Review committee appointed jointly by the Employer and [Cl. 1.1]
Contractor is:
*Name: _____
*Address: _____

4. The Defects Liability Period is 365 days from the date of completion. [Cl.1.1 & 35]

5. The start date shall be 15 days for the date of issue of the Notice to [Cl. 1.1]
proceed with the work.

6. The Intended Completion Date for the whole of the Works is _ [Cl.1.1.17 & 28]
months after start of work with the following milestone.

Milestone to be achieved during the contract period
Mile stone 1 --- 15 % of the entire contract work in 25% of the period allowed for
completion of construction
Mile stone 2 --- 40 % of the entire contract work in 50% of the period allowed for
completion of construction

Milestone 3 ----75 % of the entire contract work in 75% of the period allowed for
completion of construction
Milestone 4..... 100% of the entire contract work within the period allowed for completion
of construction

7. The site is located at Km [Cl.1.1]

8. The name and identification number of the Contract is : **PWD/ASSAM/ CM's Spl/2015-16/Brp-06**
[Cl. 1.1]

9. The works consist of as mentioned in the tender document under CM's Special fund.
The works shall, inter alia, include the following, as specified or as directed:

(A) **Road Works**

Site clearance; setting out layout; widening of existing carriageway and strengthening including camber corrections; construction of new road/parallel service road; bituminous remodeling/construction of junctions, intersections, bus bays' lay byes; supplying and placing of drainage channels, flumes, guard post and guard other related items, construction/extension of cross drainage works, bridges, approaches and other related stones; road marking, 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 complete works during the Defects liability Period; submission of "As-built" drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the drawings and provisions of the contract to ensure safety.

(B) **Bridge Works**

Site clearance; setting out, provision of foundations, piers abutments and bearing; prestressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/downtake 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" drawing 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. **All Reinforcement of the bridge work should be With TATA make TMT rebar.** Work is inclusive of confirmatory Boring , prepare design and drawing by the contractor for which no extra payment will be made . SSI report, Design calculation and drawing (8 sets) to be submitted to the Employer for necessary approval.

(C) **Other Items**

- Any other items as required to fulfill all contractual obligations as per the Bid documents. [C1.1.1]
10. The following documents also form part of the contract: [C1.2.3(9)]
- NIL
11. The law which applies to the contract is the law of Union India [C1.3.1]
12. The language of the contract documents is English [C1.3.1]
13. Deleted
14. The Schedule of other Contractors [C1.8]

		Clause Reference With respect To section 1
15.	The Schedule of Key Personnel As per Annex-II to Section I	[Cl.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.	[Cl.13]
17.	Site investigation report	[Cl.14]
18.	The Site possession Dates shall be 10 days from the data of notice to proceed with the work	[Cl. 21]
19.	Fees and types of reimbursable expenses to be paid to the Dispute Review committee non-official member [Cl.25] (To be inserted later)	
20.	Appointing Authority for the Dispute Review by Government of Assam	[Cl. 26]
21.	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance.	[Cl.27.1]
22.	The period between programme updates shall be 30 days.	[Cl.27.3]
23.	The amount to be withheld for late submission of an updated programme shall be Rs. 10.00 lakhs.	[Cl.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.	[Cl.44]
	(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.

Clause Reference
With respect
To section 1

- (viii) Restriction of access to ground imposed by civil, judicial, or military authority.

- | | | |
|-----|--|---|
| 25. | The currency of the contract is Indian Rupees. | [Cl.46] |
| 26. | Deleted | |
| 27. | The proportion of payments retained (retention money) shall be 5% for general & 5%
For ST/SC/MOBC/OBC/ unemployed (Graduate / Diploma) Engineers from each bill . | [Cl.48] |
| 28. | Amount of liquidated damages for
delay in completion of works
1% per week of contract price for whole / part of work as fixed per mile stone at item 6 of
contract data , rounded off to the nearest thousand . | [Cl.49] |
| 29. | Maximum limit of liquidated
damages for delay in completion of
work | 10 percent of the Initial Contract
price rounded off to the nearest
thousand. [Cl.49] |
| 30. | Deleted | |
| 31. | Deleted | |
| 32. | Deleted | |
| 33. | Deleted | |
| 34. | Deleted | |
| 35. | The securities shall be for the following minimum amounts equivalent as a percentage of the
contract price: | [Cl.52] |
| | Performance security for 2 percent of contract price plus Rs
after evaluation of the bid) as additional security in terms of ITB clause29.5 | (to be decided |
| 36. | Deleted | |
| 37. | Deleted | |
| 38. | Deleted | |
| 39. | The following events shall also be fundamental breach of contract:
“ The contractor has contravened clause 9 of GCC” | |
| 40. | The percentage to apply to the value of work not completed representing the employers
additional cost for completing the works shall be 20 (twenty) percent. | [Cl.60.1] |

SECTION- 5

SPECIAL CONDITION OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT (SCC)

The general conditions of contract set forth in F.2 from (under the nomenclature “conditions of contract” shall be modified to the extent provided here under as SCC. Wherever the SCC is at variance with GCC, SCC will govern.

SCC 1 (Against GCC-2) the total Security Deposit (SD) will be 10% of contract price with 5% deposited within 21 days of the issue of letter of acceptance as per ITB in the form of, Bank FDR/BG and balance 5% deducted from interim bills. The Bid security furnished with Bid will be discharged after furnishing the 5% SD. The SD will be held by Govt. free of any interest.

The proportion of payments retained (retention money) shall be 5%. The proportion of payments retained (retention money) shall be 5%. The successful bidder (executing person/Firm/Com.) may deposit additional 5% security money of the contract amount in the favour of concerned DDO against the deduction of 5% security amount from every R.A. Bill.

The FDR will be release after the completion of defect liability period as well as permission from commissioner & Spl. Secy., to the Govt. of Assam, (PWRD)

SCC 2 (Against GCC 8.9)

Payment of contractor’s bills for works done shall be subject to availability of fund and delayed payments will not bear any interest.

SCC 3 (Against GCC 10, 19)

Contractor will supply all materials and equipment required for the performance of the contract. All materials supplied by the contractor shall conform to quality specified in relevant IRC/MOST/ISI standard, which shall be confirmed by Quality control Tests as per direction of the Engineer in charge.

SCC 4 (Against GCC 11)

- (a) To ensure that the works are carried out in compliance with the technical specifications laid down under the contract, the contractor shall carry out necessary all Quality Control (QC) tests required as per relevant IRC specification **under the direction and supervision of Engineer in charge or staff deputed by him.**
- (b) In addition to the internal Quality Control (QC) tests as mentioned above, there shall be provision also for conducting Quality Control tests by a separate Quality Control Team deputed by CE, PWD(ROADS/ARIASP & RIDF), Assam for which the contractor shall provide all facilities as and when notified by the Engineer in charge. In the event of any item of working failing to meet the stipulated quality criteria as per the test carried out by the QC team, 25% of the amount due to the contractor in all his subsequent bills shall be deducted and shall not be released till such time as he rectifies the said defect.
- (c) The contractor shall arrange all equipment for the Quality Control equipments required as per relevant IRC publication and carry out installation of the same as required for performance of Quality Control tests and as per direction of the engineer in charge.

SCC 5 (Against GCC 18)

The defect liability period shall be 1 (One) year for the date of certification of completion of works. Any defect during the liability period shall be made good by the contractor at his own cost.

SCC 6

- (a) The contract must not be sublet.
- (b) No labour under 14 years of age shall be employed in the work. All labourers employed shall be paid at rates not less than those generally paid for similar work in the neighbourhood. The contractor must employ in the execution of contract only Indian citizen as workers.
- (c) If the work is not started within 15(fifteen) days from the date of written formal work order for commencement of work, the security deposit will stand forfeited to the Govt. and such

failure to commence work in time will make him liable to other action as per clauses of the F2 form contract.

- (d) The work shall be carried out with diligence and promptness according to the specification in all cases, to the requirements program, quality of work and materials etc.
- (e) The department's liability is to the contractor only and nobody elapse. At such it will be at the discretion of the Chief Engineer to accept or refuse a power of attorney executed in favour of any other person.
- (f) The security deposit will be retained by the deptt. For a period of 1(one) years after completion of work.
- (g) The contractor should thoroughly acquaint himself with all the clauses of the F2 contract form and agree to the conditions laid down therein and in this Tender paper.
- (h) The rates shall be provided for the finished items of work including cost of materials labour and transportation which shall also include the cost of various sundries and contingencies and no extra amount will be admissible to the contractor for these –
- (i) The contractor shall include the cost of labour , camps or huts when necessary in suitable place including conservancy and sanitary arrangements therein to the satisfaction og local Public Health authority.
- (ii) Suitable water supply arrangements for staff and labour shall have to be made by the contractor at their own cost and no extra payment will be made by the department for this purpose.
- (iii) Suitable fencing barriers and signal sign and caution board etc. also will have to be provided where necessary at work and at approaches to protect public and employees from accident.
- (iv) Compensation including cost of suit for injury to person or property due to neglect of any measure of precaution and also sum which may become payable due to operation of workman's compensation Act.
- (v) Royalty, Octroy duty, sales tax on turn over on all items if levied by the Govt. cost of construction of temporary buildings required by the contractor for collection of materials, storage house for the contractors and staff or other purpose of the work. No rent shall however he payable to the Govt. for temporary occupation of available land owned by the Govt. at site of work which should be vacated by the contractor after completion of work.
- (vi) Fee dues payable to municipality of water supply authority.
- (vii) Suitable apparatus for labour engaged in risky operation.
- (viii) Clearance of site before commencement of work.
- (i) Every contractor is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of various materials of required specification. The Govt. will not pay any extra charges or compensation for supply of substandard materials which will be rejected and have to be removed and replaced by the contractors at their own cost.
- (j) In the event of any claim by Forest department that the contract has extracted materials in excess of the quantity stated in the permit. Royalty as will be charged by the Forest department on account of the excess materials will be recovered by the department from any sum due to the contractor by the State Govt. under the contract or otherwise from his security deposit or the proceed of sales thereof or sufficient part thereof. The sum so recovered shall be placed in deposit for credit to the Forest department after settlement of their claim.
- (k) In case of quarries when Forest department's quarry roads are used necessary road toll levied by the forest department should be paid by the contractor. If the contractor cannot produce any such toll clearance certificate the sum so due will be deducted from contractor's bill and will be credited to Forest Revenue.
- (l) Compensation for obtaining soil from private land if any will be paid by the contractor. The rate for imported soil should be quoted inclusive of royalty.

- (m) Detailed working drawing as necessary for execution of work will be supplied by the department free of cost to the selected contractor. No claim whatsoever will be entertained in case there is any delay in supply of approved drawing to the contractor.
- (n) Contractor should mention their registration number correctly in the tender along with local or permanent address for quick disposal of tenders.
- (o) No claim of contractor would be entertained if any boulders, trunk of trees etc. are met with while cutting earth.
- (p) Payment will be made as per clause of F2 contract's form. Interim payment will be made on the basis of actual measurement of work carried out by the contractor on the basis of their accepted rates.
- (q) The contractor must maintain adequate technical staff well conversant with similar work, so as the facilities quick and satisfactory progress of work.
- (r) Income tax at 2% will be deducted from the contractor's bill, besides other recoverable.

SCC 7. PAYMENT AGAINST MATERIALS BROUGHT TO SITE: Deleted

SCC 8. ENGAGEMENT OF LOCAL TECHNICAL PERSON:

The contractor will have to engage qualified local Engineers and sub-engineers etc. as required in case of class-1 (group A, B & C) registered staff, P.W.D. Contractor.

SCC 9. UNWANTED EMPLOYEE:

The Engineer in charge may require the Contractor to dismiss or remove from the site of work any person employed by the contractor for the work who may be incompetent or misconduct himself and the Contractor shall forthwith comply with such requirement.

SCC 10: Contractor shall submit the schedule of execution in the form of bar chart/C.P.M, which shall be approved by the competent Engineer Officer of the implementing agency before commencement of work. Such bar chart/C.P.M. shall at various work stages.

SCC 12: TIME DELAY AND EXTENSION

(A) Time is the essence of the contract and specified in the contract documents or in each individual work orders.

As soon as possible contract is let or any substantial work orders placed and before work under it is begun, the Executive Engineer and the contractor shall agree upon a Time and Progress chart. The Chart shall be prepared in direct relation to the time stated in the contradictiveness or the Work order for completion of the individual items

thereof and / or the contract of the order as a whole. It shall indicate the forecast of the dates for commencement and completion of the various trade processes or sections of the work and shall be amended as may be required by agreement between the Executive Engineer and the contractor within the limitation of time imposed in the contract documents or work order. If the work be delayed :-

- i) By force measure, or
- ii) By reason of and abnormally that weather, or
- iii) By reason of serious loss or damage by fire, or
- iv) By reason of commotion, local combination of workmen, strike or lockout, or

- v) By reason of delay on part of nominated sub contractors, or nominated suppliers which the contractor has, in the opinion of Executive Engineer, taken all practicable steps to avoid, or reduce, or
- vi) By reason of delay on the part of contractors or tradesmen engaged by Govt. in executing works not forming part contract, or
- vii) By reason of any other cause, which in the absolute discretion of the accepting officers beyond the contractors control.

Then in such case the officer herein after mentioned may make fair and reasonable extension in the completion dates of individual items or groups of items of works for which separate periods of completion are mentioned in the contract documents or works order, as applicable.

Upon the happening of any such event causing delay, the contractor shall immediately, but not later than 30 days of the happening of the event, give notice thereof in writing to the Executive Engineer, but shall never the less use constantly his best endeavor to prevent or make good delay and shall do all that may reasonably be required to the satisfaction of the Executive Engineer to proceed with the works. Extension of time shall be granted as under: -

- (a) By Executive Engineer for all terms contracts;
- (b) By accepting officer of the contract of all other contracts.

In case of the contractor fails to notify the Executive Engineer of happening of an event (s) causing delay within the period of 30 days stipulated in sub-para 3 above, he shall forfeit his right to claim extension of time for the delay caused due to such event(s).

Extension of time, as granted above, shall be communicated to the contractor by the Engineer in writing and shall be final and binding. PROVIDED THAT in the case of contracts (other then term contracts) accepted by the Executive Engineer, the matter shall be referred to the Chief Engineer, whose decision shall be final and binding.

(B) If the works be delayed: -

- (a) By reason of non availability of Govt. stores shown in schedule "B"; or
- (b) By reason of non availability or breakdown of Govt. Tools Plants listed in schedule "C";

Then, in any such event, not with standing the provisions herein before contained, the Accepting Officer may in his discretion grant such extension of time as may appear reasonable to him and the same shall be communicated to the Contractor by the Executive Engineer in writing. The decision so communicated shall be final and binding and the Contractor shall be bound to complete the work within extended time.

(C) No claim in respect of compensation or other wise, however arising, as a result or extensions granted under conditions (A) and (B) above shall be admitted.

PRECAUTIONS AGAINST RISKS:

The contractor shall be responsible at his own expense for precautions to prevent loss or damage from any and all risks other than for Accepted Risks and to minimize the amount of any loss or damage and for the provision of all protective works, casings, etc., required for the purpose, until the works have been handed over complete to the Engineer in charge.

COMPENSATION FOR DELAY:

If the contractor fails to complete the works and clear the site on or before the date(s) fixed for completion, he shall, without prejudice to any other right or remedy of Government on account of such breach be liable to pay compensation as under :-

- (a) in case of Term Contracts, **on percent of the** estimated value of the requisition of the Works order for every week that the whole of the work remains uncompleted;
- (b) in the case of other Contracts, one percent of the Contract Value of the item or group of items of work (excluding the Contract Value of such

individual items as are completed and taken over by the Executive Engineer on or before the date(s) fixed for completion, in terms of Condition 49 hereof) for which a separate period of completion is given in the item or group of items Work concerned remains uncompleted, even though the Contract as a whole be completed by the later date specified in the Contract for any item or group of items of Works.

For the purpose of this condition the "Contract Value" shall be the value at contract rates of the work as actually ordered including all deviation orders on the contractor.

When the delay is not a full week or in multiples of a week but involves a fraction of a week the compensation payable for that fraction shall be proportional to the number of days involved.

Provided always that the total amount of compensation to be paid under this Condition shall not exceed as mentioned below:-

- (a) In the case of Term contracts, ten percent of the estimated value of the Requisition or Work Order as a whole;
- (b) In the case of order Contracts:-
 - (i) *Where the contract sum does not exceed Rs. 10 Lakhs-ten percent of the contract Value of the item or group of items of Work for which a separate period of completion is given.*
 - (ii) *Where the contract sum exceeds Rs.10lakhs but does not exceed Rs.20lakhsTen percent of the contract Value of the item or group of items of Work for which a separate period of completion is given or Rupees one and a half lakhs whichever is less.*
 - (iii) *Where the contract sum exceeds Rs.20lakhs-Seven and half percent of the contract value of the item or group of items of work for which a separate period of completion is given subject to a maximum or Rupees seven and a half lakhs.*

Procedure for dispute Resolution

Dispute resolution shall be carried out through the process of arbitration on accordance with the procedure laid down in the "Arbitration and Consideration Act. 1996", with the stipulation that the dispute is to be referred to arbitrator within 30 days of the parties' employer & the contractor failing to arrive at an agreement as per procedure laid down in printed F2 form.

The procedure shall further include the following:-

- (a) The arbitral Tribunal shall consist of three arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as presiding arbiters. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by the President of the Institution of Engineers (India)
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the President of the Institution of Engineers (India) making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at Guwahati, India, and the languages of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal,. However the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (e) Where the value of the contract is Rs. 50.00 million and below, the disputes or differences arising shall be referred to the Sole arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing, namely President of the institution of Engineers.
- (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Death or Permanent invalidity of Contractor :

If the contractor is an individual or proprietary concerned, dies during the currency of the contract or becomes permanently incapacitated and where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided for in clause 53 of contract agreement.

Maintenance period

Contractor has to maintain Road/ Bridge for the period of one year from the date of completion at his own cost.

SECTION- 6
TECHNICAL SPECIFICATION

TECHNICAL SPECIFICATIONS

PREAMBLE

Clause 5.1 The Technical Specifications contained herein shall be read in conjunction with other documents of the Bid.

Clause 5.2 **General Requirements**

The Technical Specifications in accordance with which the entire work described herein after shall be carried out and completed by the contractor shall comprise the following:

Part I: GENERAL TECHNICAL SPECIFICATIONS

Part I: SUPPLEMENTARY TECHNICAL SPECIFICATIONS

Clause 5.2.1 PART I: GENERAL TECHNICAL SPECIFICATIONS

The General Technical Specifications shall be the Specifications for the Road and Bridge works (4th Revision- Reprinted in May, 2001) issued by the Ministry of Surface Transport (Roads Wing) Govt. of India and published by the Indian Roads Congress.

Clause 5.2.2 PART II: SUPPLEMENTARY TECHNICAL SPECIFICATIONS

The Supplementary Technical Specifications shall comprise various Amendments/Modifications/Additions to the “Specification for Road and Bridge Works” referred to in Part-I above and Additional specifications for particular item of works not already covered in Part-I.

Clause 5.2.2.1 A Particular clause or a part thereof in “Specification for Road and Bridge Works” (4th Revision- Reprinted in May, 2001 referred to in Part-I above) where Amended/Modified/Added upon, and incorporated under Part-II, referred to above, such Amendments/Modifications/Additions will supersede the relevant clause or part of the clause.

Clause 5.2.2.2 The additional specifications comprise of specifications for particular item of works not already covered in part-I.

Clause 5.2.2.3 When an Amended/Modified/Added clause supersedes clause or part thereof in the said specifications then any reference to the superseded clause shall be deemed to refer to the Amended/Modified/Added clause or part thereof.

Clause 5.2.2.4 In so far as any Amended/Modified/Added clause may come in conflict or be inconsistent with any of the provisions of the said specifications under reference, the Amended/Modified/Added clause shall always prevail.

Clause 5.3 **AMMENDMENT/MODIFICATIONS/ADDITION OF CLAUSES**

Clause 5.3.1 The following clauses in the “Specification for Road and Bridge Works” (4th Revision-)

Clause 5.4 GENERAL TECHNICAL SPECIFICATIONS

The “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” (4th Revision- Reprinted in May, 2001), issued by the Ministry of Surface Transport (Road Wings), Government of India and published by the Indian Road Congress, Jamnagar House, New Delhi-110011, shall be deemed to be bound into this document.

Note: In the absence of any definite provisions on any particular issue in the aforesaid specifications, reference may be made to the specifications of latest IRC Codes and BIS Codes where IRC codes are silent on that issue. Where even BIS Codes are silent, the Specifications of Assam PWD(ROADS/ARIASP & RIDF) shall apply. If none of the foregoing applies, the construction and completion of works shall conform to sound Engineering practice as approved by the Engineer. In case of any dispute arising out of the interpretations of the above, the decision of the Engineer in charge shall be final and binding on the Contractor.

SUPPLEMENTARY TECHNICAL SPECIFICATIONS

AMENDMENTS/MODIFICATIONS/ADDITIONS/TO EXISTING CLAUSES GENERAL TECHNICAL SPECIFICATIONS

Clause 102 DEFINITIONS

At the following at the end of this clause
MOST Ministry of Surface Transport
PWD(ROADS)-Public Works Departments (Assam)

Clause 105 SCOPE OF WORKS

Clause 105.1 This clause shall be read as under:
“The work to be carried out under this contract shall consist of the various items as generally described in the Bill of Quantities in the Bid Documents.”

CONTRACT DRAWINGS

The first sentence of this clause shall be read as under:
Any drawings provided for tendering purpose shall be used as a reference only and not for construction or any financial claims.

Add the following to this clause:

“No extra claim by the contractor towards any delay in issue of the drawing or issue of any revision/change to the drawings due to change in hydraulic data and design soil parameters obtained from confirmatory boring by the contractor shall be admissible. The Engineer shall intimate the contractor 37 days in advance regarding any delay in issue of drawings for any particular stage of work. If the work gets affected due to delay in issue of drawings, the contractor shall be granted extension of time to the extent the works get effected on this account.”

Clause 112 ARRANGEMENT FOR TRAFFIC DURING CONSTRUCTIONS

Clause 112.3 Passage of traffic along a Temporary Division

This clause shall be read as under:

At locations where new Bridge/cross-drainage work is to be constructed on existing alignment, a temporary diversion shall be constructed to pass the vehicular traffic with the following provisions:

- i) Katcha road will be made minimum 4.2m widths with compacted soil as approved by the Engineer. The formation level should be above HF²
- ii) This temporary road shall be made with east longitudinal gradients which shall not exceed 7 percent.

- iii) A layer of 13 to 38mm gravel/53 to 22mm broken metal shall be laid over the earthen formation. The thickness will be as per direction of the Engineer in charge.
- iv) The diversion road including cross-drainage work shall be made as per approval of the Engineer. It shall be responsibility of the contractor to construct, maintain the diversion as well as the temporary bridge/culvert/footway including its approaches till the completion of permanent work and opening it to traffic.

Clause 202 DISMANTLING CULVERTS, BRIDGES AND OTHER STRUCTURES/PAVEMENTS

Clause 202.6 Measurements of Pavement
 Read Clause with the following amendment
 v) Dismantling timber structures shall be in linear metre.

Clause 301 EXCAVATION OF ROADWAY AND DRAINS

Preparation of Cut Formation
 Delete first sentence of Para 2 “where the material in the sub grade...” and substitute:

- i) “Where the material in the sub grade (that is within 300mm from the lowest level of the pavement) has a density less than percentages specified in Table 3.00.2 compared to maximum laboratory dry density as per IS 2720 (Part 7) i.e. light compaction, the contractor shall:
- ii) R4move the upper 150mm of the sub grade soil to outside the roadway.
- iii) Loosen; water as necessary and compact-in-situ the sub grade to a depth of 150 mm to the requirements of clause 305.
- iv) Replace the earlier (ii above) excavated soil by spreading, watering as necessary, and compacting in layers in accordance with clause 305.”

Clause 304 EXCAVATION FOR STRUCTURES

Clause 304.3.4 Preparation of Foundation
 In paras 2 and 3 of this clause, substitute ‘concrete grade M10’ in place of 1:3:6 nominal mix.

Clause 305 EMBANKMENT CONSTRUCTION

Clause 305.3.4 Compacting ground supporting embankment/sub grade
 In the second Para, the words “0.5m” shall be substitute by “0.3m”

Clause 305.3.5.1 Add the following at end of the clause
 ‘The spreading of materials by manual means shall also be allowed as approved by the Engineer.’

Clause 305.3.5.4 Add the following at end of the clause
 ‘The sprinkling of water by manual means shall also be allowed as approved by the Engineer.’

Clause 306 SOIL EROSION AND SEDIMENTATION CONTROL

Clause 306.4 Measurement of Pavement

Existing clause shall be deleted and modified as under:

“All temporary sedimentation and pollution control works shall be deemed as incidental to the earthwork and work as such no separate payment shall be paid for the same.”

Clause 306.5 Rates

This clause shall be deleted.

Clause 309 *SURFACE/SUB-SURFACE DRAINS*

Clause 309.2 Surface Drains

Add the following at the end of the clause.

The surface drains shall be of the following basic types:

- 1) Lined drain
- 2) Unlined drain

Add new sub-clauses as under:

Clause 309.2.1 Lined Drain

Lined Drain shall be constructed to the lines, grades, levels and dimensions as shown in the drawing or as directed by the Engineer. It will consist of brick masonry in cement mortar (1:3), cement plaster (1:3) with neat cement finish all constructed as per Technical Specification Clause 301,1300 and as applicable.

Clause 309.2.2 Underlined Drain

Underlined Drain shall be constructed by excavating and finishing as per Technical Specification clause 301 to the required lines, levels, grades and dimensions as shown in the drawing or as directed by the Engineer.

Clause 401 *GRANULARS SUB-BASE*

Clause 401.2.1 The first para of this clause shall be read as under:

The material to be used for the work shall be natural sand, crushed stone, gravel, or combinations there of depending upon the grading requirements and as approved by the Engineers. The material shall be free from organic and other deleterious constituents and conform to grading I given in table 400-2.

Clause 401.4.2 Spreading and compacting

Add the following at end of the clause:

The spreading of sub-base materials by manual means and sprinkling of water by manual means shall also be allowed as approved by the Engineers.

Clause 404 *WATER BOUND MACADAM SUB-BASE/BASE*

Clause 404.2.5 Grading requirement of coarse aggregates

The first para shall be read as under:

The coarse aggregates shall conform to grading no. 2 of Table 400-7 for lower layer of 75mm thickness and grading no.3 for top layer of 75mm thickness.

Clause 513 *SEAL COAT*

Clause 513.1.2 This para shall be substituted as under,

Seal coat shall be type (A) liquid seal coat comprising of an application or a layer of bituminous binder followed by a cover of stone chippings.

Clause 903 **QUALITY CONTROL TESTS DURING CONSTRUCTION**

At the following sub clause after clause 903.2.3

Clause 903.2.4 Test on suitable material from road way and drainage Excavation to be brought to embankment fill.

The following test on representative samples shall be carried out:

- (a) Plasticity test {IS:2720(part-5)}:Each type to be tested, one test per 1000cubic metre of soil.
- (b) Gradation test: Each type to be tested, one test per 1000 cubic metre of soil
- (c) CBR test on materials to be in corporate in the sub grade on soaked samples {IS: 2720(part-16)}:one CBR test for every 2000 cubic metres at least or closer as when required by the Engineer.
- (d) Density test { IS: 2720(part-7)} :Each type to be tested, one test per 1000 cubic metres of soil.

Clause 1015: TEST AND STANDARD OF ACCEPTANCE:

The 2nd para of this clause shall be read as under:

Testing of cements shall be done for each consignment / batch by the contractor either in a recognized laboratory installed at site at contractors cost. Any cement with lower quality then those shown in relevant IS/BIS codes shall be debarred from use of work

Clause 1107: CAST-IN-SITU CONCRETE PILES

At the following paragraph at the end of clause 1107

The steel casing of 3.5m minimum length fabricated from steel plate of minimum 8mm thickness shall be provided at top from 30cm above LWL/L.B.L whichever is higher. The casing, is to be withdrawn, shall be carried out in stage simultaneously during concreting. The concreting in bore is to be done upon 300mm above L.W.L/L.B.L whichever is higher. For any eventually if temporary liner casing cannot be withdrawn no extra payment will be made for such left out casing.

** Load Test on Piles shall be carried out as per provision of relevant IRC code and MORT&H guidelines.

** Only Steel shuttering shall be used for all components of bridge proper (Foundation, Sub-structure, Superstructure) & steel staging for superstructure work .

SECTION- 7

**SECURITIES AND OTHER FORM / PAYMENT
&
VARIATION SCHEDULE**

Bid Security

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for 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 up to _____ [name of Employer] (hereinafter Called "the Employer") in the sum of _____* for which payment Well and truly to be 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 Form of Bid.

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 as such deadline is started in the Instructions to Bidder 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 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.

Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

To _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of works] (hereinafter called “the Contractor”).

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 you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of 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 of Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of _____ (name of work) are true and correct to the best of my knowledge.
2. The undersigned/the undersigned on behalf of the Firm/Company also hereby certify that neither I/our Firm/Company have abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and requests) any Bank, Person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify the statements/information or regarding my (our) competence and general reputation.
4. 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.

(Signature of the Bidder with proper title and full address)

Date

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

BANK CERTIFICATE

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

It 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

The certificate should be issued in the letter heads of the Bank

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 Authorised Officer of the Firm)

LETTER OF ACCEPTANCE

(Letterhead paper of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

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

We accept/do not accept that _____ be appointed as the Adjudicator**. 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 from the issue 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,

Chief Engineer, PWD (Roads)
Assam, Chandmari, Guwahati-3

*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 corrections or modifications have not been affected.

**To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the “Instructions to Bidders”.

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

_____ (date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite 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,

Chief Engineer, PWD (Roads)
Assam, Chandmari, Guwahati-3

AGREEMENT

This agreement made the th day of between the Chief Engineer, P.W.D, (Roads), Assam [hereinafter called “The Employer”] and (hereinafter called “the Contractor” of the other part].

Whereas the Employer is desirous that the Contractor execute the work of _____
_____ [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. (Rupees _____) only.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein 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) Condition of Contract,
 - (iv) Contract Data,
 - (v) Technical Specification
 - (vi) Bill of Quantities and
 - (vii) Contractor’s Bid

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 Chief Engineer, PWD, (Roads), Assam and _____

In the presence of : _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

Variation Schedule

For the bridge works (for Item rate contracts)

Name of work - Construction of RCC Bridge No. 5/1 at Kathalmurighat over river Pahumara on Hudukhata Naosali Road under Cm's spl. Package (i) conversion of 500 Nos of wooden Bridges into RCC Bridges under A.P. 2015-16 in Barpeta District (Package No.CM's Spl/2015-16/Brp-06)

Additional payment for extra work for any other items not covered by the BOQ of bidding document will be based on Schedule of Rates for Roads, Bridge & Culvert works for the year 2013-14 for works under Cm's spl. Package (i) conversion of 500 No's of wooden Bridges to RCC Bridges under Annual Plan 2015-16 fund .Analysis of rate on the basis of current market price for item of works not covered by APWD SOR stated above .