

**STANDARD BIDDING DOCUMENT  
PROCUREMENT OF CIVIL WORKS  
(Applicable for Contracts 5 cr to 25 cr)**



**U P STATE BRIDGE CORPORATION LTD.  
(UNDERTAKING GOVT. OF UTTAR PRADESH)**

**[Name of Work]**

**....., 2024**

**COMPLETE BIDDING DOCUMENT  
(SECTION 1 to 9)**

**Name of Work:**

**NATIONAL COMPETITIVE BIDDING**

**(CIVIL WORKS)**

NAME OF WORK : \_\_\_\_\_

PERIOD OF SALE OF BIDDING DOCUMENT : FROM \_\_\_\_\_ TO \_\_\_\_\_

TIME AND DATE OF PRE-BID CONFERENCE : DATE \_\_\_\_\_ TIME \_\_\_\_\_ HOURS

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE \_\_\_\_\_ TIME \_\_\_\_\_ HOURS

TIME AND DATE OF OPENING TECHNICAL BIDS : DATE \_\_\_\_\_ TIME \_\_\_\_\_ HOURS

TIME AND DATE OF OPENING FINANCIAL BIDS : TO BE ANNOUNCED

PLACE OF OPENING OF BIDS : \_\_\_\_\_

- : \_\_\_\_\_

- : \_\_\_\_\_

OFFICER INVITING BIDS : \_\_\_\_\_

INVITATION OF BID  
(IFB)

Office of the .....,  
 .....

**INVITATIONS FOR BIDS (IFB)  
 NATIONAL COMPETITIVE BIDDING**

No.

Dated:

The Chief Project Manager, UPSBC Ltd, \_\_\_\_\_ invites item rate bids online for the construction of work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/amendments to ITB, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, etc. in the Bid Document.

Name of work	Estimated cost (including all taxes/ GST)	Bid Security	Tender fee (including GST)	Period of completion
	(in Rs.)	(in Rs.)	(in Rs.)	
1	2	3	4	5
			20000/-	

The complete BID document can be viewed/downloaded from the official UPNIC portal website <https://etender.up.nic.in/nicgep/app> from \_\_\_\_\_ to \_\_\_\_\_ (up to **17:00 Hrs IST**).

Bidder must submit its Financial bid and Technical Bid at <https://etender.up.nic.in/nicgep/app> on or before \_\_\_\_\_ (up to \_\_\_\_\_ hours IST). Bids received online shall be opened on \_\_\_\_\_ (at \_\_\_\_\_ hours IST).

Bid through any other mode shall not be entertained. BID Security & Document fee shall be submitted online and the receipt of the same shall be uploaded with the technical bid on the official UPNIC portal website <https://etender.up.nic.in/nicgep/app>, on or before \_\_\_\_\_ (at hours IST). Please note that the Authority reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

.....)  
 .....  
 E-mail: [.....](mailto:.....)

SECTION 1  
INSTRUCTIONS TO BIDDERS  
(ITB)

## Section1: Instructions to Bidders

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## **A. GENERAL**

### **1. Scope of Bid**

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

- 1.1 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.2 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. The expenditure on this project will be met from the budget of Govt. of UP.

### **3. Eligible Bidders**

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

### **4. Qualification of the Bidder**

- 4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program 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 the stipulated period of completion.
- 4.2 deleted
- 4.3. All potential bidders shall include the following information and documents with their bids in Section 2:
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) the total monetary value of construction work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) major items of construction equipment proposed to carry out the Contract;
  - (e) qualifications and experience of key site management and technical personnel proposed for Contract;
  - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

- (g) evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)
- (h) Undertaking that the bidder will be able to invest a minimum of cash up to 25% of the 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 the disputed amount;
- (k) Proposals for sub-contracting components of the Works amounting to more than 10 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (l) the proposed methodology and program 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. Bids from Joint ventures are not acceptable.

4.5. **A. To qualify for the award of the contract, each bidder in its name should have been in the last five years as referred to in the Appendix;**

(a) **Average annual turnover** (defined as billing for works in progress and completed in all classes of civil engineering construction work only, updated to the price level of the year based on factors indicated in the appendix) over the last five years of **40% of the value of contract/contracts applied for.**

(b) Experience in successfully completing or substantially completing at least **one project** (Roads/Bridge) having total length of structures (excluding culverts & approaches) not less than **one-third** of the total length of the proposed structure excluding approaches. The updated completion cost of such project shall not be less than **one-third** of the Estimated Project Cost in the last 5(FIVE) financial years preceding the Bid Due Date.

The works may have been executed by the Applicant as a prime contractor or as a member of a joint venture or approved subcontractor. As a subcontractor, he should have acquired experience in the execution of all major items of work under the proposed contract. In case a project has been executed by a joint venture, weightage towards the experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

Substantially completed works means those works that are at least 90% completed as of the date of submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

For these, a certificate from the Employer/Engineer not below the rank of an Executive Engineer or equivalent shall be submitted along with the application incorporating the name of the work, Contract value, billing amount, date of commencement of works, satisfactory performance of the Contractor and any other relevant information.



**B. Each bidder should further demonstrate;**

- (a) The applicant should own or should have assured ownership or undertaking & MOU for lease of the following key items of equipment, in full working order, and must demonstrate that, based on known commitments they will be available for use in the proposed contract.

Based on the studies, carried out by the Engineer the minimum requirement of major equipment to attain the completion of works under the prescribed construction schedule are shown in **Annexure-I**.

- (b) The applicant must have suitably qualified personnel to fill the positions as per **Annexure II**. The applicant will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified in **Annexure II**.
- (c) The applicant should demonstrate that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand, and uncommitted bank guarantees) and/or credit facilities of **not less than 10% of the value of the contract/contracts applied for certified by the Bankers** (Not more than 3 months old) (Construction cash flow may be taken as 10% of the estimated value of contract/contracts).
- (d) **The audited balance sheets for the last five years** should be submitted, which must demonstrate the soundness of the Applicant's financial position, showing long-term profitability including an estimated financial projection for the next two years. If necessary, the Employer will make inquiries with the applicant's bankers.

- C.** To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in clauses [Cl.4.5.B(a)], [Cl.4.5B(b)], [Cl.4.5B(c)] and [Cl. 4.7].

4.6. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

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 estimated cost of work (including GST)**. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A * N * 2 - B)$$

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.....years (period of completion of the works for which bids are invited)

**Note:** *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.*

**4.8. Disqualification:**

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

- made misleading or false representations in the form, statements submitted; and/or
- Record of poor performance such as abandoning the works, 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 the contract of a joint venture on account of reasons other than non-performance, such as the Most Experienced partner of the joint venture pulling out, court directions leading to the 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 qualification of the individual partners.

**4.9 Litigation History**

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

**5. One Bid per Bidder**

- 5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding**

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

**7. Site Visit**

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

**B. BIDDING DOCUMENTS**

**8. Content of Bidding Documents**

- 8.1. The set of bidding documents comprises the documents listed below and addenda issued under Clause 10:

Section	Particulars	Volume No.
	Invitation for Bids	
1	Instructions to Bidders	I
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	

9	Drawings	IV
10	Documents to be furnished by the bidder	V

8.2. Based on volumes I, II, III, and IV, documents to be furnished by the bidder in compliance with Section 2 will be prepared by him and furnished as Volume V as technical bid.

8.3. The bidder is expected to examine carefully all instructions, conditions of the contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes, and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Under clause 26 hereof, bids that are not substantially responsive to the requirements of the Bid Documents shall be rejected.

## **9. Clarification of Bidding Documents**

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by e-mail at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification that he received earlier than 15 days before the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry but without identifying its source.

### **9.2 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 the 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 under 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 or by cable to all the 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, under Sub-Clause 20.2 below.

## B. PREPARATION OF BIDS

### 11. Language of the Bid

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

### 12. Documents Comprising the Bid

12.1 The bid to be submitted/uploaded online by the bidder as Volume V of the bid document shall be in two separate parts:

**Part I** shall be named "**Technical Bid**" and shall comprise

- (i) Receipt of the Bid Security and tender fee;
- (ii) Qualification Information and supporting documents as specified in Section 2;
- (iii) Certificates, undertakings, affidavits as specified in Section 2;
- (iv) Any other information under Clause 4.2 of these instructions;
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1;
- (vi) Acceptance/ non-acceptance of Dispute Review Expert proposed in Clause 36.1;

**Part II** shall be named "**Financial Bid**" and shall comprise

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

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

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

### 13. Bid Prices

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

13.2 The bidder shall fill in rates for all items of the Works described in the Bill of Quantities as available online. Items for which no rate 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.

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

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

#### 14. Currencies of Bid and Payment

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

#### 15. Bid Validity

15.1 Bids shall remain valid for a period not less than **90 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 a discrepancy in the bid validity period between that given in the undertaking under Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected under the former and the bidder has to provide for any additional security that is required.

15.2 In exceptional circumstances, before the expiry of the original time limit, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except 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.

#### 16. Bid Security and Tender Fee

16.1. The Bidder is required to submit online, along with its BID, a **BID Security of (\*2% of the estimated project cost) (the "BID Security")**, refundable not later than 120 (One hundred & twenty) days from the BID Due Date, except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. This Bid Security shall be transmitted through UPSBC's online tender portal <https://upsbel.procure247.com/TenderPay/x-login>.

The Bidders shall also make an online payment towards **the cost (including GST) of tender documents of Rs. 20,000/- (Rupees Twenty Thousand only)** through the online portal at <https://upsbel.procure247.com/TenderPay/x-login> as described step by step in clause 19.2.5.

Bidders are advised to examine the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective bids for the award of the contract including implementation of the Project.

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

16.4 The Bid Security of unsuccessful bidders will be returned within 30 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, under 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 the contract (including mobilization or time for completion), and basic technical design as indicated in the drawing and specifications. Conditional offers 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 the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, the volume containing the “Technical Bid” and “Financial Bid” in separately.

18.2 The Bid shall be typed or written in English with indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, under Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed 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. Bid comprising Technical and Financial Bid**

19.1. The Bidder shall submit their bid through the online tendering portal (<https://etender.up.nic.in/nicgep/app>) by uploading Technical and Financial Bid and shall ensure that all the details are updated as of the due date of submission of this bid.

- Technical Bid: To be opened on the date of Technical Bid opening;
- Financial Bid: Not to be opened except with the approval of the Evaluation Committee

The contents of Technical and Financial Bids will be as specified in clause 12.1.

**19.2 Procedure for e-tendering/Accessing/ downloading of BID documents**

19.2.1 It is mandatory for all the Bidders to have a class-III Digital Signature Certificate (DSC) (in the name of the Authorized Signatory / Firm or Organization / Owner of the Firm or Organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of UPSBC.

DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity). The Bidder shall submit a document in support of the class III DSC. In other cases, the bid shall be considered non-responsive.

19.2.2 To participate in the bidding, the Bidders must register their firm with the e-procurement portal <https://etender.up.nic.in/nicgep/app> to have a user ID & password which has to be obtained free of cost. The following may kindly be noted:

- (a) Registration with the e-procurement portal should be valid at least up to the date of submission of BID.
- (b) Bids can be submitted only during the validity of registration.

It is also mandatory for the Bidders to get their firms registered with the e-tendering portal. The Bidders shall update their project and other details on the portal regularly and apply to the

tenders via the portal.

- 19.2.3 If the firm is already registered with the e-tendering service provider, and the validity of registration has not expired, then the firm / Joint Venture does not require a fresh registration.
- 19.2.4 The complete BID document can be viewed/downloaded by the Bidder from the e-procurement portal <https://etender.up.nic.in/nicgep/app> as per the date and time mentioned for this bid.
- 19.2.5 The Bidder shall proceed with payment of the tender fee and bid security amounts through the online payment mechanism developed by UPSBC as below;
- Visit the website <https://upsbcl.procure247.com/TenderPay/x-login>
  - Valid Bidder having class III DSC used for uploading the bid on <https://etender.up.nic.in/nicgep/app> shall fill out the registration form and create a valid login ID. Any discrepancy in the difference between the name of the bidder submitting the bid and that making payments shall be considered non-responsive.
  - Log in to the EMD portal and search for the tender the Bidder is interested in submitting.
  - Navigate to the "Payment Dashboard" in the Action tab of the selected tender.
  - Choose the appropriate payment option (Online/Challan) and complete the payment process.
  - After completing the payment, The Bidder shall download the payment receipt and upload it on the NIC portal <https://etender.up.nic.in/nicgep/app> for submitting the bid.

### 19.3 Preparation & Submission of BIDs:

- 19.3.1 The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement are also available on the e-procurement portal.
- 19.3.2 The documents listed above shall be prepared and scanned in different files (in PDF or RAR format such that file size is not more than 30 MB) and uploaded during the online submission of BID.
- 19.3.3 Bid must be submitted online only through the e-procurement portal <https://etender.up.nic.in/nicgep/app> using the digital signature of an authorized representative of the Bidder on or before the date and time mentioned for this bid.
- 19.3.4 The Bidder shall proceed with payment of the tender fee and bid security amounts through the online payment mechanism developed by UPSBC as mentioned in clause 19.2.5;
- 19.9.5 After completing the payment, the bidder shall download the payment receipt and upload it on the NIC portal <https://etender.up.nic.in/nicgep/app> for submitting the technical bid and financial bid.
- 19.9.6 The following documents, which are not submitted with the technical bid:

Section	Particulars	Volume No.
1	Invitation for Bids (IFB)	Volume I
3	Instructions to Bidders	
4	Conditions of Contract	

5	Specifications	Volume II
6	Drawings	Volume IV

## **20. Deadline for Submission of the Bids**

- 20.1 Complete bids (including Technical and Financial Bids) must be uploaded online through an e-portal before the date and time (as per server clock) as specified in the Appendix to ITB. The Employer will assume no responsibility for delay caused due to non-availability of internet connection or network traffic jam etc.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment under Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

## **21. Late Bids**

- 21.1 E-procurement portal <https://etender.up.nic.in/nicgep/app> shall not allow submission of any Bid after the prescribed date and time as mentioned above.

## **22. Modification and Withdrawal of Bids**

- 22.1 The Bidder may modify, substitute, or withdraw its e-BID after submission before the BID Due Date. No BID can be modified, substituted, or withdrawn by the Bidder on or after the BID Due Date & Time.
- 22.2 For modification of e-BID, Bidder has to detach its old BID from the e-procurement portal and upload/resubmit a digitally signed modified BID. For withdrawal of BID, Bidder has to click on the withdrawal icon at the e-procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again.

## **E. BID OPENING AND EVALUATION**

### **23. Online Opening of BIDs**

- 23.1 Opening of BIDs will be done through an online process.
- 23.2 The Employer shall on-line open Technical BIDs as per the date and time as mentioned for this bid herein above in the presence of the authorized representatives of the Bidders, who choose to attend.
- 23.3 The "Technical Bid" shall be opened on the online portal. 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 and has not been furnished in the form specified in Clause 16, the technical bid shall be declared as Non-responsive.
- 23.4 Subject to confirmation of the bid security by the Bank, the bids accompanied with valid bid security will be taken up for evaluation by the Evaluation Committee with respect to the Qualification Information and other information furnished in the bid.
- 23.5 After receipt of confirmation of the bid security, the bidder may be asked in writing (usually within 10 days of the opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.



- 23.6 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 the opening of the Technical Bid).
- 23.7 Immediately (usually within 3 or 4 days), on receipt of these clarifications The Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.8 At the time of opening of "Financial Bid", the names of the bidders were found responsive will be announced. The bids of only these bidders will be opened. The remaining bids will be declared non-responsive on the e-portal. 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.
- 23.9 In case bids are invited in more than one package, the order for opening the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".
- 23.10 The Employer shall prepare minutes of the Bid opening, including the information enclosed to those present under Sub-Clause 23.6.

#### **24. Process to be Confidential**

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

#### **25. Clarification of Financial Bids**

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids under 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 the contract is awarded. 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/qualification criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial 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" conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the

Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

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

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 a rebate;
- (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the '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 under 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 under 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 under Clause 27; or
- (b) making an appropriate adjustments for any other acceptable variations, deviations; and
- (c) Making appropriate adjustments to reflect discounts or other price modifications offered under Sub-Clause 23.6.

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

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

29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and

schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security outlined 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 that contains several items in the Bill of Quantities which are unrealistically priced low and which cannot 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 as the lowest in any of the packages opened earlier than the one under consideration.

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

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

- 32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**33. Notification of Award and Signing of Agreement**

- 33.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to the 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 under the provisions of Clause 34.
- 33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **34. Performance Security**

- 34.1 Within 21 (thirty) days of receipt of the Letter of Acceptance, the selected Bidder shall furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the form outlined in Section-8 (the “Performance Security”) for an amount equal to 5% (five percent) of its Bid Price (including GST as applicable).
- 34.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank, or (b) by a foreign bank located in India and acceptable to the Employer.
- 34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 34.4 In case of bids as mentioned below, the Selected Bidder, along with the Performance Security, shall also furnish to the Employer an irrevocable and unconditional guarantee from a Bank in the same form given in Section 8 towards an Additional Performance Security (the “**Additional Performance Security**”) for an amount calculated as under:
- (i) If the Bid Price offered by the Selected Bidder is lower than 20% of the estimated Project Cost/cost put to tender (including GST), the Additional Performance Security shall be calculated @20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.
  - (ii) The maximum limit of additional performance security shall be limited to 3% of the Bid price along with GST as applicable and offered by the selected bidder.
  - (iii) This Additional Performance Security shall be treated as part of the Performance Security.
- 34.5 The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period. The Additional Performance Security shall be valid until 28 (twenty-eight) days after the Project Completion Date.
- 34.6 For the avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the specified period, the award shall be deemed to be canceled/ withdrawn and the Bid Security shall be encashed and the proceeds thereof appropriated by the Authority. Thereupon all rights, privileges, claims, and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Employer.

### **35. Advance Payment and Security**

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

### **36. Dispute Review Expert**

- 36.1. The Employer proposes that [name of proposed Dispute Review Expert as indicated in Appendix] be appointed as Dispute Review Expert 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 Expert, the Dispute Review Expert shall be appointed by the Council of Indian Roads Congress at the request of either party.

**37. Corrupt or Fraudulent Practices**

- 37.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period, to be awarded a contract with National Highways Authority of India / State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

**Appendix to ITB**

Clause Reference  
With respect to  
Section-I

1.	The name of the Employer is;	[Cl. 1.1]
2.	The last five years; 2019 - 2020  2020-2021  2021- 2022  2022- 2023  2023 - 2024	
3.	This annual financial turnover amount is Rs.  _____ (in words)	[Cl. 4.5A(a)]
4.	The value of the work is Rs.  _____ (in words)	[Cl. 4.5A(b)]
5.	Liquid assets and/or availability of credit facilities is Rs.  _____ (in words)	[Cl. 4.5B(c)]
6.	Price level of the financial year FY 24-25.	[Cl. 4.7]
7.	The pre-bid meeting will take place at _____  (address of the venue) on _____ (time and date)	[Cl. 9.2.1]
8.	Address of the Employer;	
9.	Identification  - Bid for _____ (name of Contract) - Bid Reference No. _____ (insert number) - Do not open before _____ (time and date)	[Cl. 19.2(b)]

11.	The bid should be submitted latest by _____ (date and time)	[Cl. 20.1]												
12.	The technical bid will be opened at _____  (address of the venue) on _____ (time and date)	[Cl. 23.1]												
13.	The name of the Dispute Review Expert is;  <b>Inserted later on</b>	[Cl. 36.1]												
14.	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed);  <table border="1" data-bbox="327 808 1161 925"> <thead> <tr> <th data-bbox="327 808 512 846">Year</th> <th data-bbox="512 808 641 846">Year-1</th> <th data-bbox="641 808 770 846">Year-2</th> <th data-bbox="770 808 900 846">Year-3</th> <th data-bbox="900 808 1029 846">Year-4</th> <th data-bbox="1029 808 1161 846">Year-5</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 846 512 925">Updation factor</td> <td data-bbox="512 846 641 925">1.00</td> <td data-bbox="641 846 770 925">1.05</td> <td data-bbox="770 846 900 925">1.10</td> <td data-bbox="900 846 1029 925">1.15</td> <td data-bbox="1029 846 1161 925">1.20</td> </tr> </tbody> </table>	Year	Year-1	Year-2	Year-3	Year-4	Year-5	Updation factor	1.00	1.05	1.10	1.15	1.20	
Year	Year-1	Year-2	Year-3	Year-4	Year-5									
Updation factor	1.00	1.05	1.10	1.15	1.20									

## ANNEXURE-I

**List of Key Plant & Equipment to be deployed on Contract Work****[Reference CI. 4.5 (B) (a)]**

<b>Sl.</b>	<b>Type of Equipment</b>	<b>Maximum age as of 01.4.2024 (Years)</b>	<b>Number(s)</b>
1.	Crane 40-80 t capacity	5	1
2.	Dozer	5	1
3.	Front end Loader	5	1
4.	Hydraulic excavator	5	2
5.	Vibratory Roller	5	1
6.	Generator set, 30-40 kw	5	2
7.	Concrete vibrators	5	10
8.	Prestressing Jacks with pump & accessories	5	4
9.	Concrete pump 45 cu m /hr	5-7	3
10.	Transit mixer 4.5 cu m /hr	5	3
11.	Concrete Mixes with Integral Weigh Batching facility	5	1



## ANNEXURE-II

**List of Key Personnel to be deployed on Contract Work [Reference CI. 4.5 (B) (b)]**

<b>Personnel</b>	<b>Qualification</b>	
1. Project Manager	B.E. Civil + 15 Years Exp. (5 years as Manager in bridge Construction)	1 No.
2. Site Engineer	B.E. Civil + 10 Years Exp. (5 years in bridge Construction)	2No.
3. Plant Engineer	B.E. Mech. + 10 Years Exp. Or Dip. Mech + 15 years Exp.	1 No.
4. Quantity Surveyor	B.E. Civil + 7 years Exp. or Dip. Civil + 10 years Exp.	1 No.
5. Soil & Material Engineer	B.E. Civil + 10 Years Exp.	1 No.
6. Survey Engineer	B.E. Civil + 5 Years Exp. or Dip. Civil + 8 years Exp.	1 No.
<b>Total</b>		<b>7</b>

**SECTION 2**  
**QUALIFICATION INFORMATION**

### QUALIFICATION INFORMATION

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

#### 1. For Individual Bidders

##### 1.1. Constitution or legal status of Bidder

***[Attach copy]***

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid

***[Attach]***

##### 1.2. <sup>β</sup>Total value of Civil Engineering construction work performed in the last five years\*\* (in Rs. Lacs)

2019 – 2020	-----
2020-2021	-----
2021- 2022	-----
2022- 2023	-----
2023-2024	-----

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

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

\*Attach certificate(s) from the Engineer(s)-in-Charge

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

<sup>β</sup>Attach certificate from Chartered Accountant.

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

## (A) Existing commitments and on-going works:

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

*\*Attach certificate(s) from the Engineer)-in-Charge*

*@The item of work for which data is requested should tally with that specified in ITB clause 4.5A(c).*

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

*# Delete, if prequalification has been carried out*

## (B) Works for which bids already submitted:

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



1.6. Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 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	Year of Experience (General)	Years of experience in the proposed position
Project Manager				
Etc.				

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

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

*Attach copies of certificates on possession of a valid license for executing water supply / sanitary work/building electrification works [Reference Clause 4.5(d) & Clause 4.5 (e)]*

\*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in the case of companies/corporations), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10. Name, address, telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.11. Information on litigation history in which the Bidder is involved.

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

--	--	--	--	--

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

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

1.14. Program

1.15. Quality Assurance Programme

**2. Deleted**

**3. Additional Requirements**

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

- (i) Affidavit **shall be submitted on Rs 100.00 Non-judicial stamp paper duly notarized.**
- (ii) Undertaking **shall be submitted on Rs 100.00 Non-judicial stamp paper duly notarized.**

---

\* Delete, if prequalification has been carried out.  
\*\* Fill in the Name of Consultant.

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

(CLAUSE 4.2 (i) OF ITB)

**BANK CERTIFICATE**

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

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

\_\_\_\_\_  
(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank



## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm  
M/s \_\_\_\_\_ have abandoned  
any work on National Highways in India nor any contract awarded to us for such works has  
been rescinded, during the last five years before the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm, or corporation to  
furnish pertinent information deemed necessary and requested by the Department to verify this  
statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested,  
and agrees to furnish any such information at the request of the Department/ Project  
implementing agency.

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

## UNDERTAKING

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

\_\_\_\_\_  
(Signed by an Authorised Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

**SECTION 3**  
**Condition of Contract**

**Condition of Contract**  
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## CONDITIONS OF CONTRACT

### A. GENERAL

#### Definitions

- 1.1. Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meaning. Capital initials are used to identify defined terms. The Adjudicator (synonymous with Dispute Review Expert) is the person appointed jointly by the Employer and the Contractor to resolve disputes in the 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 under Sub-clause 55.1.

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

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

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

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

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

**Days** are calendar days; **months** are calendar months.

A **Defect** is any part of the work not completed under the Contract or distressed development in the work irrespective of any causes.

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

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

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

**Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to Construct the Works.

The **Initial contract Price** is the contract Price listed in the Employer’s Letter of Acceptance.

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

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

A **plant** is an integral part of the Works which is to have a mechanical, electrical, electronic, or biological function.

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

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

**Specification** means the Specification of the Work included in the Contract and any

modification or addition made or approved by the Engineer.

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

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

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

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

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

### **Interpretation**

- 2.1 In interpreting these conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically, defined. The Engineer will provide instructions clarifying queries about the conditions of the Contract.
- 2.2 If sectional completion is specified in the contract Data, references in the conditions of the Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended completion date for the whole of the Works)
- 2.3. The documents forming the Contract shall be interpreted in the following order of priority:
  - (1) Agreement
  - (2) Letter of Acceptance, notice to proceed with the works
  - (3) Contractor's Bid
  - (4) Contract Data
  - (5) Conditions of Contract including Special Conditions of Contract
  - (6) Specifications
  - (7) Drawings, if any.
  - (8) Bill of quantities and
  - (9) Any other document listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

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

### **4. Engineer's Decisions**

- 4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

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

### **6. Communications**

- 6.1 Communications between parties that 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 the Indian Contract Act).

## **7. Sub-Contracting**

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

## **8. Other Contractors**

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

## **9. Personnel**

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## **10. Employer's and Contractor's Risks**

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

## **11. Employer's Risks**

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

## **12. Contractor's Risks**

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

## **13. Insurance**

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage of property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
  - (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 insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the

premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of 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 under the Specifications and Drawings.

#### **17. The Works to be completed by the Intended Completion Date**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works under the program 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 the design of Temporary Works.

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

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

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use, and also subject to the approval of RDSO/railways, if required.

#### **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 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 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 a 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 about works which comply with the applicable laws where the Site is located.
- 23.2 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer if so required by the Employer.

### **24. Dispute**

- 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 Expert within 14 days of the notification of the Engineer's decision.

### **25. Procedure for Disputes**

- 25.1. The Dispute Review Expert shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2. The Dispute Review Expert shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Dispute Review Expert. Either party may give notice to the other to refer a decision of the Dispute Review Expert 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 Expert's decision will be final and binding.
- 25.3 The arbitration shall be conducted under the arbitration procedure stated in the Special Conditions of Contract.

### **26. Replacement of Dispute Review Expert**

- 26.1. Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions under the provisions of the Contract; a new Dispute Review Expert 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 Expert shall be designated by the Appointing Authority designated 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 a monthly cash flow forecast.
- 27.2. An update of the Programme shall be a program 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 an extension of the 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 Expert under Clause 24.1.

**29. Deleted**

**30. Delays Ordered by the Engineer**

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

**31. Management Meetings**

- 31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for the remaining work and to deal with matters raised under the early warning procedure.
- 31.2 The Engineer shall record the business of management meetings and is to provide copies of this record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

- 32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstances on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

## C. QUALITY CONTROL

### 33. Identifying Defects

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

### 34. Tests

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

### 35. Correction of Defects

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

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

### 38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of the 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 the increase in quantities by way of reduced plant, equipment, and overhead costs,
- (c) entitlement of the contractor to compensation events where such events are caused by any additional work

38.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 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 Programmes produced by the Contractor.

### 40. Payments for Variations

40.1 The Contractor shall provide the Engineer with a quotation (with the breakdown of unit rates)

for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

- 40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work is above the limit stated in Sub Clause 38.1 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 40.3 If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on the Engineer's forecast of the effects of the Variation on the Contractor's costs.
- 40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation from 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 that could have been avoided by giving an early warning.

#### **41. Cash Flow Forecasts**

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

#### **42. Payment Certificates**

- 42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions outlined in sub-clause 51 of the Contract Data (Secured Advance).
- 42.3 The value of work executed shall be determined by the Engineer.
- 42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **43. Payments**

- 43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract, and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.
- 43.2 If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 43.3 Items of the Works for which no rate or price has been entered in will not be paid.

#### **44. Compensation Events**

- 44.1 The following are Compensation Events unless they are caused by the Contractor:
- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
  - (b) The Employer modifies the schedule of other contractors in a way that 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 the execution of works on time.
  - (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work
  - (e) Ground conditions are substantially more adverse than could reasonably have been assumed before the issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly, and a visual inspection of the site.
  - (f) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (g) Other contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (h) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.
  - (i) The effect on the Contractor of any of the Employer's Risks.
  - (j) The Engineer unreasonably delays issuing a Certificate of Completion.
  - (k) 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 from 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 the Engineer's 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 an 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 all duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices, and total Bid Price submitted by the Bidder except GST, which shall be paid as applicable. The Employer will perform such duties with the deduction of such taxes at source as per applicable law.

**46. Currencies**

46.1 All payments shall be made in Indian Rupees.

**47 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 work, the contractor may substitute retention money with an "on-demand" Bank guarantee.

**49. Liquidated Damages**

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

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

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

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

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

**50. Deleted**

**51. Mobilization Advance Payment**

51.1 The Employer shall make Mobilization advance payment (not to be paid in less than two installments except in special circumstances for which the reasons are to be recorded in

writing) to the Contractor in the amount of 10% of the contract price by the start date as stated in the Contract Data, against a provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The mobilization advance would be deemed as an interest-bearing advance at an interest rate of 10% to be compounded quarterly.

- 51.2 No advance payment for Equipment, Plant, and any other cause, etc. shall be paid.
- 51.3 The mobilization advance payment shall be repaid by deducting not less than 20 percent of the Contract Price or 6 (Six) months from the date of payment of the first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent of the amounts of all Interim Payment Certificates until the advance has been repaid, always provided that the advance shall be completely repaid before the expiry of the original time for completion.

#### 51.4 **Secured Advance**

The Engineer shall make **No secure advance** payment in respect of materials intended for the works under conditions stipulated in the Contract Data.

### 52. **Securities**

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

### 53. **Deleted**

### 54. **Cost of Repairs**

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

## E. FINISHING THE CONTRACT

### 55. **Completion**

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

### 56. **Taking Over**

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

### 57. **Final Account**

- 57.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states

the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

## **58. Operating and Maintenance Manuals**

- 58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## **59. Termination**

- 59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
  - (b) The engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
  - (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for 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 determined by the Engineer;
  - (f) the Contractor does not maintain a security which is required;
  - (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
  - (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For 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 contract execution. "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (before or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition."

- 59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.



**60. Payment upon Termination**

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer. The Employer shall also be free to recover the amount from any other due payments to the contractor for any other works executed by him in the State of U.P., any other state Govt. works, Central Govt. works including state public sector works executed by the Contractor.

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

**61. Property**

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

**62. Release from Performance**

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

**63. Defect Liability Period**

63.1 The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Project Highway or any Section thereof, till the expiry of a period of 2 (two) years from the date of completion commencing from the date of Completion Certificate (the "Defects Liability Period").

63.2 Any repair or rectification undertaken under the above provisions, including any additional testing, shall be carried out by the Contractor at its own risk and cost.

**64. Video Photography**

During the Construction Period, the Contractor shall provide to the Employer after completion of work, a video recording, which will be compiled into a 3 (three)- hour compact disc or digital video disc, as the case may be, covering the status and progress of Works at every stage. The video recording shall be provided to the Employer no later than 15 (fifteen) days after completion of work.

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **1. LABOUR :**

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

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

### **2. COMPLIANCE WITH LABOUR REGULATIONS :**

During the continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications, and bye-laws of the State or the Central Government or the local authority and any other labour law (including rules), regulations, bye-laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The salient features of some of the major labour laws that apply to the 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 the same any money due from to the Contractor including his amount of performance security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

- (a) Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during employment.
- (b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on the 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 applies to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the Employer per worker @ applicable as per the latest notification. The benefits payable under the Act are:
  - a. Pension or family pension on retirement or death, as the case may be.
  - b. Deposit-linked insurance on the death in the harness of the worker.
  - c. 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 a Certificate of Registration and the Contractor is required to take a license from the designated Officer. The Act applies 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 the appropriate Government as per provisions of the Act if the employment is scheduled. Construction of Buildings, Roads, and Runways are scheduled employments.
- (g) Payment of Wages Act 1936:- It lays down by what date the wages are to be paid when they will be paid, and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payments of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in matters of transfers, training promotions, etc.
- (i) Payment of Bonus Act 1965:- The Act applies to all establishments employing 20 or more employees. The Act provides for payments of annual bonuses subject to a minimum of 8.33% of wages and a 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 as 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 applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946:- It applies to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and getting 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 the Building and Construction Industry.
- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act applies to an establishment that 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 that carry on any building or other construction work and employ 10 or more workers are covered under by 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, Ambulances, Housing accommodations for workers near the workplace, etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave, and rendering information regarding accidents or dangerous occurrences to designated authorities. It applies to premises employing 10 persons or more with the aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.

### **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 disputes or differences shall be settled under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal consists 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 a consensus within 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 as a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach a consensus within 30 days from the appointment of the arbitrator appointed subsequently, 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 Lucknow and the language of the arbitration proceeding 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 well as 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  
concerning  
Section-3

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

1	The Employer is:  The General Manager/Chief Project Manager UPSBC, .....	[C1.1.1]												
	Name of Authorized Representative: <b>(will be intimated later)</b>													
2.	The Engineer is:  Project Manager/DyPM UPSBC, .....	[C1.1.1]												
3.	The Dispute Review Expert appointed jointly by the Employer and Contractor is:  *Name: ..... <b>(To be inserted later)</b> *Address: .....	[C1.1.1]												
4	The Defects Liability Period is <b>730 days</b> from the date of completion.	[C1.1.1 , 35 & 63]												
5.	The Start Date shall be <b>0 days</b> from the date of issue of the Notice to proceed with the work.	[C1.1.1]												
6.	The Intended Completion Date for the whole of the Work is <b>18 months</b> after the start of work with the following milestones:  <table border="1" data-bbox="272 1709 1257 2101"> <thead> <tr> <th data-bbox="272 1709 687 1816">Milestone dates:</th> <th data-bbox="692 1709 916 1816">Physical work to be completed</th> <th data-bbox="920 1709 1257 1816">Period from the start date</th> </tr> </thead> <tbody> <tr> <td data-bbox="272 1823 687 1895">Milestone 1</td> <td data-bbox="692 1823 916 1895">20%</td> <td data-bbox="920 1823 1257 1895">06 Months</td> </tr> <tr> <td data-bbox="272 1901 687 1973">Milestone 2</td> <td data-bbox="692 1901 916 1973">60%</td> <td data-bbox="920 1901 1257 1973">12Months</td> </tr> <tr> <td data-bbox="272 1980 687 2101">Milestone 3</td> <td data-bbox="692 1980 916 2101">100%</td> <td data-bbox="920 1980 1257 2101">18 Months</td> </tr> </tbody> </table>	Milestone dates:	Physical work to be completed	Period from the start date	Milestone 1	20%	06 Months	Milestone 2	60%	12Months	Milestone 3	100%	18 Months	[C1.1.1,17 & 28]
Milestone dates:	Physical work to be completed	Period from the start date												
Milestone 1	20%	06 Months												
Milestone 2	60%	12Months												
Milestone 3	100%	18 Months												

7.	The Site is located at:	[Cl. 1.1]
8.	The name and identification number of the Contract are to be inserted later on.	[Cl. 1.1]
9.	<p>The works consist of Construction of ----- ----- -----.</p> <p>The works shall, inter alia, <b>mainly</b> include the following, as specified or as directed:</p> <ul style="list-style-type: none"> <li>• Construction of foundation, sub-structure, PSC/RCC superstructure along with other ancillary bridge components as per drawing/BOQ;</li> <li>• Supply &amp; installation of bearings, expansion joints, service pipes etc;</li> <li>• Laying of wearing coat etc.;</li> <li>• Approaches and Protection works;</li> <li>• Other items as required;</li> </ul> <p>The contractor may need to operate sufficient quarries with rock blasting and haulage materiel to/from remote locations.</p>	[Cl. 1.1]
10.	The following documents also form part of the Contract:	[Cl.2.3(9)]
11.	The law which applies to the Contract is the law of the Union of India.	[Cl.3.1]
12.	The language of the Contract documents is English.	[Cl.3.1]
13.	Limit of subcontracting- 20%	[Cl.7.1]
14.	The Schedule of Other Contractors;	[Cl.8]
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, the Contractor will pay the additional premium necessary to make insurance valid for four occurrences.	[C1.13]
17.	Site investigation report: Not Applicable	[C1.14]
18.	The Site Possession Date shall be the date of issue of notice to proceed with the work.	[C1.21]
19.	Fees and types of reimbursable expenses to be paid to the Dispute Review Expert <b>(To be inserted later)</b>	[C1.24]
20.	Appointing Authority for the Dispute Review Expert – Council, Indian Roads Congress, New Delhi.	[C1.26]
21.	The period for submission of the program for approval of the Engineer shall be 21 days from the issue of the Letter of Acceptance	[C1.27.1]
22.	The period between program updates shall be 21 days.	[C1.27.3]
23.	The amount to be withheld for late submission of an updated program shall be Rs. 5.00 Lacs.	[C1.27.3]
24.	The following events shall also be Compensation Events: Substantially adverse ground conditions encountered during execution of work not provided for in the bidding document;	[C1.44]
	(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, and monuments interfering with the works	
	(viii) Restriction of access to ground imposed by civil, judicial, or military authority.	
25.	The currency of the Contract is Indian Rupees.	[C1.46]
26.	The proportion of payments retained (retention money) shall be 6% of each bill subject to a maximum of 5% of the final contract price(including GST).	[C1.48]

27.	<p>Amount of liquidated damages for delay in completion of works;</p> <p>For the Whole of work <b>(1/2000)<sup>th</sup></b> of the Initial Contract Price rounded off to the nearest Thousand, per day.</p> <p>For sectional completion <b>(1/200)<sup>th</sup></b> of the initial contract price as per milestone, rounded off to the thousand per day.</p>	[C1.49]
28.	<p>Maximum limit of liquidated damage for delay in completion of work:</p> <p><b>10 percent</b> of the Initial Contract Price rounded off to the nearest thousand.</p>	[C1.49]
29	<p>Performance security for <b>5% of contract price</b> plus Rs ----- (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.</p> <p>The standard form of Performance security acceptable to the Employer shall be an unconditional Bank Guarantee of the type presented in section 8 of the bidding document.</p>	[C1.52]
30	The schedule of Operating and Maintenance Manuals; N/A	[C1.58]
31	The date by which “as built” drawings (in scale as directed) in 2 sets along with soft copies in auto cad are required, is within 28 days of the issue of the certificate of completion of the whole or section of the work, as the case may be.	[C1.58]
32	The amount to be withheld for failing to supply an “as built” drawing by the date required is <b>10 lakhs</b> (ten lakhs).	[C1.58]
33	<p>The following events shall also be a fundamental breach of contract:</p> <p>“The Contractor has contravened sub-clause 7.1 and Clause 9 of GCC.”</p>	[C1.59.2]
34	The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the works shall be 20 percent.	[C1.60]

**SECTION 5**  
**TECHNICAL SPECIFICATIONS**

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2	PART I – GENERAL SPECIFICATIONS	
3	PART II – SUPPLEMENTARY SPECIFICATIONS	

## **SPECIFICATIONS**

### **PREAMBLE**

#### **1. GENERAL**

- 1.1 The Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified in this Volume.

#### **2. SITE INFORMATION**

The information given hereunder and provided elsewhere is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

##### **2.1 Topography**

The bridge project is situated in Uttar Pradesh.

##### **2.2 Climate**

Uttar Pradesh has three main seasons: winter from October to February, summer from March to mid-June, and the monsoon, the period in which most of the rain occurs, from mid-June to September.

In the plains, where most roads are located, the temperature in January, the coldest month, varies between 2°C and 17.5°C, with a minimum temperature of approximately 2°C. In May, the warmest month, the temperature varies between 27.5°C and 45°C. In the May-June period, a temperature of 47°C is sometimes reached. In the May and June summer months, hot winds (the loo) blow from the west.

The rainfall in Uttar Pradesh decreases from north to south and from east to west. Mean annual rainfall in the project area varies between 2400 mm in the sub-Himalayas and about 1000 mm in the plains. Most of the rain and also the more intense rains occur between mid-June and mid-September from the Bay of Bengal monsoon.

##### **2.3 Seismic activities**

The project sites are located in the seismic activity zone and shall be identified as per IRC.

## **SPECIFICATIONS**

### **PART I – GENERAL SPECIFICATIONS**

- 1.1 The General Specifications shall be the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (Fifth Revision)” issued by the Ministry of Road Transport and Highways, Government of India, and published by the Indian Roads Congress.
- 1.2 Any reference herein to “MOST or MORTH Specifications” or the like shall be deemed to mean the reference to the above-mentioned specifications.
- 1.3 Copies of the Specifications may be obtained from:
  - The Secretary,
  - Indian Roads Congress,
  - Jamnagar House
  - Shahjahan Road,
  - New Delhi 110011
  - India

### **PART II – SUPPLEMENTARY SPECIFICATIONS**

- 2.1 The Supplementary Specifications shall comprise various amendments/modifications/additions to the “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS” referred to in Part I above and additional specifications for particular items of works not already covered in Part I as directed by the Engineer-in-charge.

Where a particular Clause or a part thereof in “SPECIFICATIONS FOR ROAD AND BRIDGE WORKS (fifth Revision)”, referred to in Part I above, may be amended/modified/added to, and incorporated in Part II by the Engineer-in-charge, referred to above, such amendment/modification/addition shall supersede the original Clause or part of the Clause.
- 2.2 When an amended/modified/additional clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the amended/modified/additional clause or part thereof.
- 2.3 Insofar as amended/modified/additional clauses conflict with or are inconsistent with any of the provisions of the said Specifications under reference, the amended/modified/additional clauses shall prevail as directed by the Engineer-in-charge.
- 2.4 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference shall be made to the latest codes and specifications of the Indian Road Congress and Bureau of Indian Standards in that order. Where those documents are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and in the case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

**SECTION 6**  
**FORM OF BID**

## FORM OF BID

Description of the Works:

.....  
.....

BID address:

To :  
**U.P. State Bridge Corporation Ltd.,**

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of the Contract, specification, drawings, Bill of Quantities, and Addenda for the sum(s) of **AS PER BOQ**
2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for **90 days** from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the Lowest or any tender you may receive.
6. We accept the appointment of Shri ..... as the Dispute Review Expert.

(OR)

We do not accept the appointment of Shri ..... as the Dispute Review Expert and propose instead that Shri ..... be appointed as the Dispute Review Expert, whose BIO-DATA is attached.

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

Signature ..... in the capacity of .....

duly authorized to sign bids for and on behalf of

.....  
.....

(in block capitals or typed)

Address

.....

Witness

Address

Occupation



**SECTION 7**  
**BILL OF QUANTITIES**

## **BILL OF QUANTITIES**

### **Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract except GST, which shall be paid as applicable.
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 be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be under the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).
9. Errors will be corrected by the Employer for any arithmetic errors under Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear-mounted heavy duty ripper.

**SECTION 8**  
**SECURITIES AND OTHER FORMS**

## PERFORMANCE BANK GUARANTEE

To,  
**Chief Project Manager**  
**U.P. State Bridge Corporation Ltd.**

WHEREAS \_\_\_\_\_ [*Name and Address of Contractor*]  
(Hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [*Name of Contract and brief description of Works*] hereinafter called “The Contract”

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations under 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 a 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 the Works to be performed thereunder 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 a date 28 days from the date of expiry of the defect liability period of 5 years after the intended completion date.

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

Address \_\_\_\_\_

Date \_\_\_\_\_

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

## BANK GUARANTEE FOR ADVANCE PAYMENT

To,  
**Chief Project Manager,**  
**U.P. State Bridge Corporation Ltd.**

Gentlemen:

Under the provisions of the General Conditions of Contract, clause 45 (“Advance Payment”) of the above-mentioned Contract, \_\_\_\_\_ [*name and address of Contractor*] (hereinafter called “the Contractor”) shall deposit with \_\_\_\_\_ [*name of Employer*] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ [*amount of guarantee*]\* \_\_\_\_\_ [*in words*].

We, the \_\_\_\_\_ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ [*name of Employer*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ .

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

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

Yours truly,

Signature and seal: \_\_\_\_\_  
Name of Bank/Financial Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

---

\*. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

**Letter of Acceptance**  
**(Letterhead paper of the Employer)**

To .....(Date)  
Contractor) ..... (Name and address of the  
.....  
.....

Dear Sirs,

This is to notify you that your Bid dated ..... for execution of the ..... (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees ..... (..... ) (amount in words and figures), as corrected and modified under the Instructions to Bidders<sup>1</sup> is hereby accepted by our agency.

We accept/do not accept that ..... be appointed as the Adjudicator<sup>2</sup>. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. .... within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature  
Name and title of Signatory  
Name of Agency

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<sup>1</sup> 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.

<sup>2</sup> 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  
(Letterhead paper of the Employer)**

To .....(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 under the contract documents.

Yours faithfully,

authorized (Signature, name, and title of signatory to sign on behalf of the Employer)

## Agreement Form

### Agreement

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

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The Common Seal of ..... was hereunto affixed in the presence of:  
Signed, Sealed, and Delivered by the said .....



in the presence of

Binding	Signature	of	Employer
.....			
Binding	Signature	of	Contractor
.....			

**UNDERTAKING**

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

\_\_\_\_\_  
**(Signed by an Authorized Officer of the Firm)**

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Date

**SECTION 9**  
**DRAWINGS**