



**Routine Maintenance Works on
Phalodi-Pachpadra (PR-1) road in Rajasthan
(Lot-1)**

**BID DOCUMENT FOR OPEN
COMPETITIVE BIDDING**

**Road Infrastructure Development Company
of Rajasthan Ltd. (RIDCOR)**

701-706, 7th Floor, ARG Corporate Park
Gopalbari, Ajmer Road, Jaipur-302001 (Rajasthan)

Jaipur – 302005 (Rajasthan)

Tel. (0141) 2747001/2, Fax : 0141 - 2747010

E-Mail : office@ridcor.in

November, 2023

ONLINE BID INVITATION

RIDCOR invites online post qualification competitive bid for “Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)” from eligible bidders. Bid shall only be submitted through online bidding system of www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in for participating in the bidding process.

The schedule of dates is as follows:-

S. No.	Schedule	Date	Time
1.	Document Download Start Date	30.11.2023	05.00 PM
2.	Bid Submission Start Date	30.11.2023	05.00 PM
3.	Bid Submission End Date	14.12.2023	06.00 PM
4.	Technical Bid Opening Date	15.12.2023	11.30 AM
5.	Financial Bid Opening Date	To be conveyed later	

Detail of Bid:

Sr. No.	Name of work	Estimated Cost (Rs. in Cr.)	Bid Security (Rs. in Lacs)	Bid Fee
1.	Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)	2.09	4.18	Rs. 11,800/- (incl. GST) as bid fee (non-refundable) and Rs. 2000/- as processing fee

*** Complete bid document can be viewed / downloaded from official website www.eproc.rajasthan.gov.in.**

Terms & conditions of Bid

Bidders should read these terms and conditions and the complete bid document for Technical part and financial part carefully and comply strictly while submitting their bids.

1. Bid shall be submitted online only through www.eproc.rajasthan.gov.in. Bid through any other mode shall not be entertained.
2. No physical/offline bid shall be accepted.
3. The Bid Security, Bid Fee and Processing Fee of RajCOMP Info Services Ltd. (RISL) shall be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer. Bid Security may be accepted in Bank Guarantee mode. The details of bank account of RIDCOR for payment of Bid Security, Bid Fee and Processing Fee through Electronic mode of payment are as under :

- a) Beneficiary Name : RIDCOR Ltd.
- b) Account No. : 2164002100008369
- c) Beneficiary Bank : Punjab National Bank
- d) Beneficiary Branch : Large Corporate Branch, Tolstoy House, New Delhi-110001
- e) Branch IFSC Code : PUNB0216400

The bid security in the form of Bank Guarantee shall be submitted by the bidder one day before the date of opening of the technical bid of bids at RIDCOR Head Office, Jaipur.

4. Bidder should specifically mention UTR No. (Unit Transaction Reference) in his bid.
5. The time period for completion of the routine maintenance work is 12 months. RIDCOR (Employer) reserves the right to reduce the scope of work and the period of Contract Agreement by giving 30 days prior notice without any compensation or loss of profit etc. and the contractor shall not be eligible to submit any claim for early termination of the contract.
6. Director/Manager, RIDCOR reserves right to accept, reject or cancel the Bid without assigning any reason whatsoever, to the Bidder or anyone else.
7. Conditional Bid and casual letters sent by the contractors about the bid will not be accepted.
8. Any representation on the procedure of tendering after opening of bids shall not be considered or dealt with. Such parties may be disqualified and debarred

from bidding in future for a period of 1 year.

9. Bidders are requested to read the instructions in the Bid Document and visit the project site before submitting the Bid online.
10. RIDCOR reserves the right to finalize the bid in a fair and transparent manner in the best interest of the Company (RIDCOR) and such decision shall be final and binding on the bidders.
11. Director/Manager (RIDCOR) reserves the right to accept any bid not necessarily the lowest tender and reject any or all bid/bids without assigning any reason thereof.
12. The bidder shall not assign or sublet his bid or any part thereof to any other agency without prior written approval of Director/Manager or authorized representative of RIDCOR.
13. GST registered agencies/individuals shall only be allowed to participate in this bidding and GST registration certificate shall be submitted along with the technical proposal. If, the bidder is not GST registered or its GST registration is in inactive status as on date of submission of bid, his bid shall be rejected.
14. The bidder shall indicate Permanent Account Number issued by the Income Tax Authority. The successful bidder has to submit KYC in the prescribed format appended herewith and shall submit required KYC documents before signing of the contract agreement.
15. The Bill of Quantities (BOQ) along with the rates as per RIDCOR indicating total amount are annexed at Section-7. The bidder has to quote the %above or below the total amount in Financial Proposal of the online bidding for this work.
16. **All the enclosed documents, Performa's, annexures, appendices, certificates etc. should be digitally signed by the bidder & must be submitted online at www.eproc.rajasthan.gov.in**
17. **Release of Bid security:**
 - (i) Bid security of the bidder except L1 & L2 shall be released immediately upon receipt of request by the bidder in original or through Email.
 - (ii) Bid security of the L2 bidder shall be released after execution of contract agreement by the L1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to L1 bidder or bid validity period, whichever is earlier.

Bid security of the L1 bidder shall be released after submission of Performance Security and execution of contract agreement by the L1 bidder. The bid security of L1 bidder available in cash may be adjusted against performance security on request of L1 bidder.

18. **Forfeiture of Bid Security:** The Bid Security will be forfeited in the following cases:
- (i) When bidder withdraws or modifies the offer after opening of technical bid of bid.
 - (ii) When bidder does not submit the undertaking with respect to Clause 2.3 of ITB within the specified time.
19. Successful bidder will have to execute the contract agreement on requisite non-judicial stamp papers as per norms of GoR.
20. **Performance security:**
- (i) The successful bidder shall submit performance security amounting to 5% of total cost of work as per LOA in the form of FDR/TDR/DD/Bank Guarantee issued from a Nationalized/Scheduled bank within 14 days of issuance of Letter of Acceptance (LOA). If, performance security is not submitted within the prescribed time then penalty of Rs. 5,000 per day shall be levied on the successful bidder upto 30 days (penalty period) beyond specified time of 14 days. If the performance security is not submitted within 60 days beyond specified time, Director/Manager, RIDCOR reserves the right to accept the performance security in case of further delay with penalty of Rs 10,000 per day beyond 30 days thereafter.

The performance security may also be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer in the name of RIDCOR Ltd.
 - (ii) The bid security deposited at the time of bid in the form of RTGS/NEFT/IMPS will be adjusted towards performance security amount on written request of successful bidder. The bid security in the form of Bank Guarantee shall not be adjusted in the performance security, but shall be returned on depositing the performance security for the contract.
 - (iii) No Interest will be paid by RIDCOR on the Bid Security or Performance security.
 - (iv) The performance security shall be released upon completion of defect liability period of 12 months for items covered therein after completion of work. If, the bidder fails to deposit the required performance security or to execute the contract agreement within the specified period such a failure will be treated as a breach of the terms and conditions of the bid and will result in forfeiture of the Bid Security. The successful bidder shall pay the expenses of completing and stamp duty on the agreement. The forfeiture of the Bid Security or failure to execute the agreement and to submit performance security within the specified period shall also result in cancellation of LOA. Such bidders may be disqualified and debarred from bidding in RIDCOR for 1 year.

21. The bidders are advised to visit the Project Roads before quoting their rates for the work and fully satisfy themselves regarding the Condition of Site, availability of material, labour, distance to quarries and availability of Water, Electricity and other resources required for the execution of work. No additional payment shall be paid to the contractor beyond work order rates. Any claim beyond accepted approved rates shall not be permissible.
22. Bids shall be valid for a period of 120 days from the date of opening of technical bid.
23. RIDCOR has invited online bids for routine maintenance works on following road stretches of Mega Highways Project roads:

S. No.	Name of Package Road	Lot
	Phase-I	
1	Phalodi-Pachpadra (PR-1)	Lot-1
2	Pachpadra-Ramji Ki Gol (PR-2)	Lot-2
3	Hanumangarh-Ratangarh (HK-1)- 207 Km to 307 Km	Lot-3
4	Hanumangarh-Ratangarh (HK-1)- 307 Km to 407 Km	Lot-4
5	Ratangarh-Kishangarh (HK-2)- 0 Km to 103 Km	Lot-5
6	Ratangarh-Kishangarh (HK-2)- 103 Km to 207 Km	Lot-6
7	Alwar-Sikandra (AS)	Lot-7
8	Lalsot-Kota (LJ-1) -0 Km to 103 Km	Lot-8
9	Lalsot-Kota (LJ-1) -103 Km to 188 Km	Lot-9
10	Baran-Jhalawar(LJ-2)	Lot-10
	Phase-II	
1	Alwar-Tijara (4-lane)-(0 Km to 40 Km)	Lot-11
2	Tijara-Bhiwadi (4 lane)- (40 Km to 85 Km)	
3	Khuskhera – Kasola Chowk (KK)	
4	Arjunsar-Pallu (AP)	Lot-12
5	Hanumangarh-Sangaria (HS)	
6	Jhalawar-Jhalawar Road (JJ)	Lot-13
7	Jhalawar-Ujjain (JU)	
	Phase-III	
1	Mathura-Bharatpur	Lot-14
2	Gangapur -Bhadoti	Lot-15
3	Rawatsar -Nohar-Bhadra	Lot-16

RIDCOR will not award the work for more than 2 lots to one agency. In case, any bidder is lowest in more than 2 lots then the work on other than 2 lots will be awarded to next lower bidder (L2) after his consent to execute the works on rates of lowest bidder (L1). In case L2 bidder does not agree at L1 rates then the offer will be given to L3 to agree at L1 rates and the work will be awarded to L3 after his consent. Similarly, the offer may be taken from L4, L5 bidders etc. If no bidder agrees then the work may be awarded by Director/Manager, RIDCOR at its sole discretion, to any agency on L1 rates after evaluating the eligibility for work and deposition of necessary performance security. If, no bidder agrees on the L1 rates then fresh bids will be invited to get new rates. In case, the bidder is successful for more than 2 lots, then the allotment of 2 lots shall be decided by RIDCOR based on most financially favourable lowest

quotes for the authority, and the bidder shall abide and agree to it. O&M committee is fully empowered to relax the condition and may award the RM works more than 2 lots to one agency in the interest of company at its sole discretion.

24. In the event of disagreement between RIDCOR and the approved Contractor the matter will be referred to the Director/Manager-RIDCOR, whose decision shall be final.
25. In case of any discrepancy whatsoever, the decision of the Director/Manager, RIDCOR shall be final. All the matters/disputes shall be resolved through conciliation. In case the issue is not resolved then arbitration shall be the next step. The contractor shall not file any case in any court before the final arbitration award/conciliation order is passed.
26. Any grievance related to bid may be resolved as per procedure adopted in Annexure-4. In case the dispute is not resolved as per procedure stipulated in Annexure 4, then in that case, for any and all disputes arising out of this bid the courts in Jaipur shall have exclusive jurisdiction to try and entertain the dispute.
27. All taxes including GST are inclusive in the rates.
28. Project Manager will be administrator of this contract agreement. Work shall be executed under the supervision of RIDCOR representatives/Engineer and payment shall be released based on the certification by the Project Manager/Engineer.
29. Director/Manager, RIDCOR is empowered to approve all the time extensions, variations in the contract, waiving off penalty and approval of change of scope as per site requirement on the merits of the case. They are also empowered /authorized to award the work on any other stretch also in RIDCOR/RIDCOR Infra Projects Ltd. (RIPL) on the same terms & conditions to any Agency.
30. All RIDCOR and RIPL roads are State Highways and works are to be executed strictly as per specifications. The inspection by Independent Engineer will be done regularly and necessary compliances are to be done by the contractor.
31. Contractors debarred or black listed by any department of Govt. of India/ Rajasthan or any other States/Union Territories are not eligible to bid.
32. Contractors, who have left incomplete any work awarded to them by RIDCOR/ RIPL, are also not eligible to bid.

**Director
RIDCOR, Jaipur**

CERTIFICATE

I/We have carefully read, understood and accepted all the above terms & conditions. No additional conditions will be imposed by us. No conditions of the bid have been altered/changed.

Date:

Signature of the Bidder (S)
along with the stamp of the firm/company.
Also address of the Local office with phone/Fax numbers

BID FORM

Subject: Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)

1. Name and full postal address of the firm submitting the bid:

.....
.....

Contactor's Name: Designation of the person signing the contract.

Tel. No. Fax E-Mail

Mobile No.

PAN No. of firm..... GST Reg. No.

2. Reference of the Bid Notice: -
3. Address to: - Director, RIDCOR
4. Last Date for submitting bid online through www.eproc.rajasthan.gov.in:
14.12.2023 (6:00 P.M.)
5. We agree to abide by all the terms and conditions mentioned in the above referred bid notice, issued by RIDCOR, and also the terms and conditions of the said Bid document (for Technical and Financial Part) given in the attached sheets, all pages of which are signed by us in token of acceptance of the Terms and Conditions mentioned therein.
6. All the information required for Technical part as per the bid document with regard to eligibility, are also attached herewith. We are neither debarred from any department nor convicted by any regulatory agency in any criminal case.
7. The financial bids of only those bidders will be opened who are found responsive and technically eligible in evaluation of technical bids.

The Financial part of the bid is to be submitted online in the BOQ specified on www.eproc.rajasthan.gov.in, which shall be opened after evaluation of technical bid that shall be opened on 15.12.2023. Date of opening of financial bid shall be notified at www.eproc.rajasthan.gov.in

Date:

**Signature of the Bidder(s)
along with the stamp of the firm/company**

CONTENTS

Section – 1	: Instructions to Bidders	11
Section – 2	: Qualification Information and Other Forms	29
Section – 3	: General Conditions of Contract Agreement (Part-I) ...	40
	Special Conditions of Contract Agreement (Part-II)...	66
Section-4	: Contract Data	70
Section-5	: Specifications.....	74
Section-6	: Securities and Other Forms.....	82
Section-7	: Bill of Quantities	91

SECTION 1:
INSTRUCTIONS TO BIDDERS
(ITB)

SECTION 1: INSTRUCTIONS TO BIDDERS

CONTENTS

	Page No		Page No
A General		D Bid Opening and Evaluation	
1 Scope of Works	13	17 Opening and Evaluation of Bids	21
2 Eligible Bidders	14	18 Process to be Confidential	21
3 Qualification of the Bidder	14	19 Clarification of Bids	21
4 One Bid per Bidder	16	20 Examination of Bids and Determination of Responsiveness	21
5 Cost of Bidding	16	21 Correction of Errors	22
6 Site Visit	16	22 Evaluation and Comparison of Bids	22
B Bid Document		E Award of Contract	
7 Content of Bid Document	17	23 Award Criteria	24
8 Clarification on Bid Document	17	24 Employer's Right to Accept any Bid and to Reject any or all Bids	24
9 Amendment of Bid Document	17	25 Notification of Award and Signing of Agreement	25
		26 Performance Security	25
C Preparation of Bids		27 Deleted	-
10 Language of the Bid	18	28 Corrupt or Fraudulent Practice	25
11 Documents to be submitted along with Bid	18	Annexure-1A	27
12 Bid Prices	19	Annexure-1B	28
13 Currencies of Bid and Payment	19		
14 Bid Validity	19		
15 Bid Security	19		
16 Alternative Proposals by Bidders	20		

A : GENERAL

1. Scope of Works

- 1.1 The RIDCOR, (hereinafter be referred to as the "Employer") proposes to execute the Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1) hereinafter referred to as the "**Works**".

The Work detailed herein is a percentage Rate Contract where the rates and quantities of various items have been mentioned in BOQ (Section-7). The bidder has to quote %above/below the total amount of the BOQ.

Road maintenance – this includes emergency; routine, periodic (if required) and disaster maintenance. Broadly routine maintenance will include maintenance of shoulders and slopes, side drains, CD works, carriageway and crust, road signages, road marking etc.

The indicative scope of work to be carried out by the successful Bidder, inter alia, includes the following but is not limited to:

(a) The Works:

- (i) Repairing Local Potholes;
- (ii) Roadway excavation;
- (iii) Construction of embankment, sub-grade and earthen shoulders;
- (iv) Providing and applying low viscosity bitumen emulsion, prime coat, tack coat, seal coat;
- (v) Providing and laying of brick work, stone masonry, plaster etc.;
- (vi) Bituminous Work using DBM/BC Material;
- (vii) Strengthening of existing crust with GSB, WMM, DBM etc.;
- (viii) Road Marking with Hot Applied Thermoplastic Compound with Reflectoring Glass Beads on Bituminous Surface;
- (ix) Providing and laying of NP-4 size 300 to 1200 mm dia Pipe;
- (x) Providing and laying of cement concrete (M-15 to M-40);
- (xi) Whitewashing/painting of trees; Km Stones, toll buildings, crash barriers etc.; and
- (xii) Clearing of Litter and Debris from road and structures
- (xiii) Periodic Maintenance of Flexible Pavement, as decided by Engineer
- (xiv) Any activity as per BOQ mentioned hereinbelow and other incidental to the above activities.

(b) Defect Liability:

Subsequent to completion of the Works, Contractor shall be responsible for any defect arising in the items covered therein for a period of 12 Months from the Works Completion Date as specified in the Contract Data.

The successful Bidder shall have full regard and be responsible for the safety of the Works/road users and all Project Site operations and for all methods of design for

temporary structures, construction and maintenance of the Project Road and the Facility, irrespective of any approval or consent by the Employer and cost for the same is deemed to be included in the Bid Price, as incidental to work. The Agency will be legally liable for safety of road users in this stretch & will take all precautionary measures proactively.

The successful Bidder shall take full responsibility for the cost of, Barricading, traffic management, markings and signs, look-out persons, construction of temporary road diversion works, and other similar works needed during routine maintenance works and these are deemed to be included by the Bidder in the Bid Price, as incidental to work.

- 1.2 The Employer is now inviting bids for Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1) as defined in the Contract Data and referred to as "Works".
- 1.3 The successful Bidder will be expected to complete the Works within the time period as specified in the Contract Data.

2. Eligible Bidders

2.1 All the Contractors who will produce the certificate that they have successfully completed construction of any road work/maintenance of road works for an amount equal to or more than 100% of the Estimated Cost in any one of the Financial Year during last 3 years (2020-21, 2021-22, 2022-23) are eligible to bid.

2.2 The bidders having turnover equal to or more than 100% of the Estimated Cost for participation in Bid in any one of the Financial Year during last 3 years (2020-21, 2021-22, 2022-23) OR minimum net worth of 100% of Estimated Cost at the close the preceding Financial Year i.e. 31 March, 2023. For the purpose of calculation of financial capacity of the bidder, the turnover/net worth of the sister concern, if any, shall not be considered. Turnover/net worth of entity which is participating in bid shall only be considered on standalone basis. "Sister concern means any business concern with close affiliations to the bidder such as subsidiary company, Holding company, Joint Venture company, associate company, partnership firms, proprietorship firms etc."

In case of Partnership firm/LLP firm, the turnover/net worth of the firm and not of the individual partners shall be considered.

- 2.3 Bidders should not have abandoned any of their contracts for, and should not be under a declaration of ineligibility or blacklisted for corrupt, fraudulent and coercive practices or works of poor quality / delayed implementation of any work by the Government of India (GoI), Government of Rajasthan (GoR), other State Governments and Union Territories, RIDCOR and/or Statutory Authorities like National Highways Authority of India in last 1 year.
- 2.4 Bidder should not have been convicted of any criminal /anti national activities by the laws of India.

3. Qualification of the Bidder:

3.1 Bidders should submit, with their Bids, qualification information regarding the Road/Highway Works completed by them as defined in clause 2.1 & 2.2 and other information correct as on 28 days prior to last date of submission of Bids as per Form 2A, Qualification Information and Other Forms of Section 2.

3.2 All Bidders shall also include the following information and documents with their Bids in the formats prescribed, wherever applicable, in this Bidding Document:

- (a) the certificate that they have successfully completed the works as defined in clause 2.1 in any one of the Financial Year during last 3 years (2020-21, 2021-22, 2022-23) (Refer Form 2A, Point 1.6 (A) of Section-2);
- (b) the bidder shall be required to submit turnover/net worth certificates as per Clause 2.2 above duly certified from a reputed chartered accountant firm along with the UDIN number. The bid will be rejected, if the certificate does not have UDIN Number;
- (c) written Power of Attorney authorizing the signatory of the Bid;
- (d) major items of construction equipment required to carry out the Contract Agreement {as per Clause 3.4 (a)};
- (e) names of persons with sufficient qualifications and experience for site management and construction work should be proposed for the Project {as per Clause 3.4 (b)};
- (f) an undertaking confirming the validity of above information;
- (g) an undertaking with respect to Clause 2.3 and 2.4 hereinabove;
- (h) the Bidders shall submit the information regarding debarring / expelling of Bidder or abandonment of work by Bidder (as per S. Nos. 1.5 of Form 2A of Section 2);

3.3 Joint Venture (JV) is not allowed.

3.4 Each Bidder shall demonstrate:

- (a) Availability of key construction equipment as minimum required is indicated in the Schedule at Annexure–1A. The equipment can be either owned or leased or rented. However, it is entirely the responsibility of the Contractor to deploy required and sufficient Plant and Equipment to ensure satisfactory compliance with his obligations under the Contract, during Maintenance Works at the Site.

All Equipment provided by the Contractor at the site of Works shall be of the quality and capacity as approved by the Employer and shall be deemed to be exclusively intended for the Maintenance Works, and all these shall be operated, used and maintained in a manner acceptable to the Employer.

- (b) Availability of key personnel as stated at Annexure–1B. However, it is entirely the responsibility of the Contractor to deploy sufficient key personnel at his head office and at the site, to ensure satisfactory compliance with his obligations under the Contract.

3.5 Even though the Bidders meet the criteria set out above, they are subject to be declared non-responsive if they have:

- (a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- (c) have been debarred/black listed by any Statutory Agency/Authority during the intervening period between qualification and award of Works; and/or

- (d) participated in bidding for any work and has quoted unreasonably high/low bid prices and could not furnish rational justification to the Employer.

4. One Bid per Bidder

- 4.1 Each Bidder shall submit only one Bid for one Lot. Each bidder may participate in all the Lots but the works shall be awarded to successful bidder only for 2 Lots. However, RIDCOR at its sole discretion may award the work for more than 2 lots to one agency after taking approval from Competent Authority in the interest of Company.

5. Cost of Bidding

- 5.1 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.

6. Site visit

- 6.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract agreement for the Works. The costs of visiting the site shall be at the Bidder's own expense and no claim shall be entertained in this regard. Any information about the site can be obtained from our Project Manager/Head Office, Jaipur.

B : BID DOCUMENT

7. Content of Bid Document

- 7.1 The set of Bid Document consist of documents listed in the Table below and amendment/addenda issued in accordance with Clause 9 of this Section-1.

Invitation for Bid	
Section 1	Instructions to Bidders
Section 2	Qualification Information and Other Forms
Section 3	Part-I : General Conditions of Contract Agreement Part-II : Special Conditions of Contract Agreement
Section 4	Contract Data
Section 5	Specifications Part – I : General Technical Specifications Part – II : Supplementary Technical Specifications
Section 6	Securities and Other Forms
Section 7	Bill of Quantities (BOQ)

- 7.2 The Bid Document can be downloaded from the GoR web portal 'www.eproc.rajasthan.gov.in'. Documents to be furnished by the Bidder should be in the formats prescribed in the Bid Document and addendum issued pursuant to Clause 9 of Section-1.

8. Clarification on Bid Document

- 8.1 A Bidder requiring any clarification of the Bid Document may request the Employer at least 7 days before the last date for receipt of Bids in writing through post, fax or e-mail at the Employer's address indicated as below:

701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001
Tel. No.: +91-141-2747001, Fax: +91-141-2747010, Email: office@ridcor.in

The Employer will respond to request for clarification to the respective e-mail address of the bidder.

- 8.2 Any modification of the Bid Document listed in Clause 7.1 which may become necessary as a result of the clarification given to Bidders shall be made known by the Employer exclusively through the issue of an Addendum pursuant to Clause 9.

9. Amendment of Bid Document

- 9.1 Before the deadline for submission of bids, the Employer may modify the Bid Document by issuing addenda on GoR web portal 'www.eproc.rajasthan.gov.in'.
- 9.2 Any addendum if issued by the Director/Manager/Authorized Representative shall be part of the Bid Document. All such addenda shall become an integral part of the Bidding Document and it shall be incorporated in Bid prices and duly signed, stamped and submitted along with the Bid documents on GoR web portal 'www.eproc.rajasthan.gov.in'. Bid shall be deemed to be incomplete if the addendum (addenda) is (are) not enclosed duly signed by the Bidder along with the Bid documents.

C : PREPARATION OF BIDS

10. Language of the Bid

10.1 All documents relating to the Bid shall be in the English language.

11. Documents to be submitted along with Bid

11.1 The Bidders should furnish the bid document duly signed by the authorized signatory. The certificate from a reputed Chartered Accountant firm along with UDIN number certifying the turnover/net worth of the Bidder shall be provided by the Bidder.

11.2 The Bidder shall attach copies of the certified/audited annual balance sheet / financial statement for financial year on the basis of which it is meeting eligibility criteria. The financial statement shall reflect the financial condition of the Bidder, which should be duly audited/ certified by Chartered Accountant. Following documents should be furnished along with the BID:

- Copy of PAN Card and GST Registration Certificate of the firm.
- Power of attorney favouring authorized representative/ signatory
- In case of a company, copy of the certification of incorporation and certificate of commencement of business (if applicable)
- Affidavit from the Bidder that the Bidder is not involved in any litigation with the RIDCOR.
- An undertaking shall be produced that No dispute is pending between any Authority/NHAI/ Government (state/union)/Govt. undertaking and the eligible Bidder. In case, there is any pending dispute with these departments, details of the same shall be provided.
- Transaction Receipt of BID security.
- Transaction Receipt of BID processing fee and cost of bid document

11.3 The Bidder shall submit the Bid online through GoR e-portal 'www.eproc.rajasthan.gov.in' which shall comprise scanned copies of following documents by the stipulated date and time:

Cover-1

Envelope/Folder 'A' – 'Technical Proposal' shall contain:

- a) Bidder information along with required supporting documents;
- b) Receipt of transaction details of Bid Security / Bank Guarantee;
- c) Irrevocable Power of Attorney for signing the Bid;
- d) Copies of Bidder's duly audited/ certified balance sheet/ financial statements for the year for which it is seeking eligibility;
- e) Bid Document Fee and E-Tendering Processing Fee through NEFT/RTGS/IMPS in the designated account of RIDCOR.
- f) The Bidder shall deposit a Bid Security through RTGS/NEFT/IMPS in the designated account of RIDCOR in accordance with the provisions of this Bid Document. The bidder may submit bid security in the form of Bank Guarantee also on or before the date of submission of bids at RIDCOR HO Office, Jaipur or its site office in Rajasthan.

g) Compliances as per Annexures 2, 3 & 4 of Section-2

Before submission of online financial Bid, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

Bid document along with related documents can be downloaded from the website <https://eproc.rajasthan.gov.in>. The document downloaded from the website shall not be tempered. If any tempering is detected before signing of the agreement, the Bid security of the Bidder shall be forfeited and the Bidder shall be debarred for a period of one year for Bidding in the RIDCOR, RIPL.

Cover-2

Envelope/Folder 'B' – 'Financial Proposal'

The bidder shall quote its financial proposal in Cover-2 (Envelope-B) on the E-Procurement portal.

12. Bid Prices

- 12.1 The Contract Agreement shall be for the Works as described in Contract Data, based on the quote submitted by the Bidder in Financial Proposal through online mode.
- 12.2 The Bidder shall fill in percentage rate above or below the total amount of the Works described in the Bill of Quantities at Section-7. Any incidental item shall be deemed to be covered by the other rates and prices in the Bill of Quantities.
- 12.3 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. The adjustment in price for the quantity of bitumen used in the works shall be as indicated in Clause 44 of the General Conditions of Bid Document of Section-3.

13. Currencies of Bid and Payment

- 13.1 The unit rates and the prices of the BOQ are entirely in Indian Rupees, and payment shall be made in Indian Rupees.

14. Bid Validity

- 14.1 Bids shall remain valid for a period not less than one hundred and twenty (120) days after the deadline date for Bid submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidders to extend the period of validity of their bid for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid security. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid security also for a period of the extension, and in compliance with Clause 15 in all respects.

15. Bid Security

- 15.1 The Bidder shall deposit a Bid Security for an amount of Rs. 4.18 lacs through RTGS/NEFT/IMPS in the designated account of RIDCOR OR Bank Guarantee as per attached format (Form 6A) from any Scheduled Bank in India having Net Worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) payable at Jaipur. The bid security

in the form of Bank Guarantee shall be submitted by the bidder on or before the date of submission of bids at RIDCOR HO Office, Jaipur or its site office in Rajasthan.

- 15.2 Bank guarantees issued as surety for the Bid should be valid for 45 days beyond the validity of the Bid.
- 15.3 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub Clauses 15.1 and 15.2 shall be rejected by the Employer as non-responsive.
- 15.4 Bid security of the bidders except L1 & L2 shall be released immediately upon receipt of request by the bidder in original or through email. Bid security of the L2 bidder shall be released after execution of contract agreement by the L1 bidder or 30 days of issuance of Letter of Acceptance (LOA) to L1 bidder or bid validity period whichever is earlier.

Bid security of the L1 bidder shall be released after submission of Performance Security and execution of contract agreement by the L1 bidder. The bid security of L1 bidder available in cash may be adjusted against performance security on request of L1 bidder.

- 15.5 The Bid Security of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.
- 15.6 The Bid Security may be forfeited
 - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 21 of ITB;
 - (c) in case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) furnish the required Performance Security, and/or
 - (ii) sign the Contract Agreement.

16. Alternative Proposals by Bidders

- 16.1 Conditional offers or alternative proposals will not be considered.

D: BID OPENING AND EVALUATION

17. Opening and Evaluation of Bids:

- 17.1 Opening and evaluation of Bids will be done for the bids only through online process. The Employer shall open online bids received as per schedule mentioned hereinabove on the Bid Due Date. The Employer will examine and evaluate the online Bids in accordance with the provisions set out in this Bid Document.
- 17.2 To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The bid evaluation committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder through online mode.
- 17.3 Correction of Errors; Bids determined to be substantially responsive will be checked and considered by the Employer for any discrepancy as follows:

“Where there is any discrepancy between the amounts in figures and in words, the amount in figures entered in the BOQ (online) shall prevail.”

18. Process to be Confidential

- 18.1 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.

19. Clarification of Bids

- 19.1 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 all the bid rates. The request for clarification and the response shall be in writing or by email or by e-proc portal, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 21. In case any Bidder refuses to furnish any clarification sought by the Employer, which may affect his Bid Price, then his bid shall be liable to be treated as non-responsive.
- 19.2 Subject to Sub Clause 19.1, no Bidder shall contact the Employer/its representatives on any matter relating to the Bid from the time of the bid opening to the time the contract is awarded.
- 19.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. Examination of Bids and Determination of Responsiveness

- 20.1 During the detailed evaluation of Bids, the Employer will determine whether each Bid
- (a) meets the eligibility criteria defined in Clauses 2 and 3 of ITB;
 - (b) has been properly signed;
 - (c) is accompanied by the required securities; and
 - (d) is substantially responsive to the requirements of the Bid Document.

- 20.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid Document, 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 Bid Document, 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.
- 20.3 If a Bid is not substantially responsive, it will be rejected by the Employer and shall not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

21. Correction of Errors

- 21.1 Bids determined to be substantially responsive will be checked by the Employer/Authorized Representative for any arithmetic errors. Errors will be corrected by the Employer/Authorized Representative as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the rate in figures 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.
 - (c) in case different rates are furnished in different sections of the Bill of Quantities for the same item, then the lowest rate for the item shall prevail for all the places where the item is appearing.
- 21.2 The amount stated in the Bid will be corrected by the Employer/Authorized Representative in accordance with the above procedure for the Correction of Errors and, with the concurrence of the Bidder. Such adjusted Bid Price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security may be forfeited in accordance with Sub Clause 15.6 (b) of ITB.

22. Evaluation and Comparison of Bids

- 22.1 The Employer/Authorized Representative will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 20 of ITB. For avoidance of doubt, the Employer shall compare the Bid and the lowest bidder shall be considered for evaluation. However, preference shall be given to the lowest cost to the Employer.
- 22.2 In evaluating the Bids, the Employer/Authorized Representative will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 21 of ITB; or
 - (b) making an appropriate adjustment for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered by the Bidder.

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

E : AWARD OF CONTRACT

23. Award Criteria

- 23.1 Subject to Clause 24 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bid Document and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 of ITB, and (b) qualified in accordance with the provisions of Clause 3 of ITB.
- 23.2 RIDCOR has invited online bids for routine maintenance works on following road stretches of Mega Highways Project roads:

S. No.	Name of Package Road	Lot
Phase-I		
1	Phalodi-Pachpadra (PR-1)	Lot-1
2	Pachpadra-Ramji Ki Gol (PR-2)	Lot-2
3	Hanumangarh-Ratangarh (HK-1)- 207 Km to 307 Km	Lot-3
4	Hanumangarh-Ratangarh (HK-1)- 307 Km to 407 Km	Lot-4
5	Ratangarh-Kishangarh (HK-2)- 0 Km to 103 Km	Lot-5
6	Ratangarh-Kishangarh (HK-2)- 103 Km to 207 Km	Lot-6
7	Alwar-Sikandra (AS)	Lot-7
8	Lalsot-Kota (LJ-1) -0 Km to 103 Km	Lot-8
9	Lalsot-Kota (LJ-1) -103 Km to 188 Km	Lot-9
10	Baran-Jhalawar(LJ-2)	Lot-10
Phase-II		
1	Alwar-Tijara (4-lane)-(0 Km to 40 Km)	Lot-11
2	Tijara-Bhiwadi (4 lane)- (40 Km to 85 Km)	
3	Khuskhera – Kasola Chowk (KK)	
4	Arjunsar-Pallu (AP)	Lot-12
5	Hanumangarh-Sangaria (HS)	
6	Jhalawar-Jhalawar Road (JJ)	Lot-13
7	Jhalawar-Ujjain (JU)	
Phase-III		
1	Mathura-Bharatpur	Lot-14
2	Gangapur -Bhadoti	Lot-15
3	Rawatsar -Nohar-Bhadra	Lot-16

RIDCOR will not award the work for more than 2 lots to one agency. In case, any bidder is lowest in more than 2 lots then the work on other than 2 lots will be awarded to next lower bidder (L2) after his consent to execute the works on rates of lowest bidder (L1). In case L2 bidder does not agree at L1 rates then the offer will be given to L3 to agree at L1 rates and the work will be awarded to L3 after his consent. Similarly, the offer may be taken from L4, L5 bidders etc. If no bidder agrees then the work may be awarded by Director/Manager, RIDCOR at its sole discretion, to any agency on L1 rates after evaluating the eligibility for work and deposition of necessary performance security. If, no bidder agrees on the L1 rates then fresh bids will be invited to get new rates. In case, the bidder is successful for more than 2 lots, then the allotment of 2 lots shall be decided by RIDCOR based on most financially favorable lowest quotes for the authority, and the bidder shall abide and agree to it. O&M committee is fully empowered to relax the condition and may award the RM works more than 2 lots to one agency in the interest of company at its sole discretion.

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

- 24.1 Notwithstanding Clause 23, 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.

25. Notification of Award and Signing of Contract Agreement

- 25.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email or facsimile or confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract Agreement called the "Letter of Acceptance") (Form 6B of Section 6) will state the contract amount that the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed in the Contract Agreement (hereinafter and in the Contract Agreement called the "Contract Price").
- 25.2 The notification of award through the Letter of Acceptance will signify the intention of the Employer to enter into a contract, subject to the furnishing of a Performance Security by the Bidder in accordance with the provisions of Clause 26.
- 25.3 The Agreement (Form 6E of Section 6) will incorporate all clarifications sought and submitted, and all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready in his office for signatures of the successful Bidder within 28 days following the issue of the Letter of Acceptance.
- 25.4 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund their bid security.

26. Performance Security

- 26.1 Within 14 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form of an unconditional Bank Guarantee/RTGS/NEFT/IMPS/FDR for an amount equivalent to 5% of the Contract Price for the Works, in accordance with Clause 47 of GCC of Section 3. The Bank Guarantee, in the prescribed format (Form 6C of Section 6), is acceptable from any Scheduled Bank in India having Net Worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) payable at Jaipur.

If, performance security is not submitted within the prescribed time then penalty of Rs. 5,000 per day shall be levied on the successful bidder upto 30 days (penalty period) beyond specified time of 14 days. If the performance security is not submitted within 60 days beyond specified time, Director/Manager, RIDCOR reserves the right to accept the performance security in case of further delay with penalty of Rs 10,000 per day beyond 30 days thereafter.

- 26.2 Failure of the successful Bidder to comply with the requirements of Sub Clause 26.1 shall constitute sufficient grounds for cancellation, cause for annulment of the award, forfeiture of the Bid Security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other evaluated Bidder.

27. Deleted

28. Corrupt or Fraudulent Practices

- 28.1 The Employer requires that the Bidders/Contractors, observe the highest standard of ethics during the procurement/bidding and execution of the Contract Agreement. In pursuance of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of Employer/its representatives in connection with the procurement/bidding process or in contract agreement execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission or suppression of facts or disclosure of incomplete facts in order to influence a procurement/bidding process or the execution of a contract agreement to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
 - (iii) "coercive practice" means impairing or harming or threatening to harm, directly or indirectly, any persons or their property to influence any person's participation or action in the procurement/bidding process or affect the execution of the Contract.
 - (b) will reject a proposal for award if the Employer determines that the Bidder recommended for award has engaged in corrupt, fraudulent or coercive practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, if the Employer at any time determines that the firm has engaged in corrupt, fraudulent or coercive practices in competing for, or in executing, contracts.

Annexure – 1A
(Please refer Sub Clause 3.4 (a) of ITB)

**Schedule of Minimum Key Construction Plant and Equipment required
to be mobilized by Contractor for each Lot**

(i) Tractor with trolley	–	1 No.
(ii) JCB	–	1 No.
(iii) Soil Compactor	–	1 No.
(iv) Tandem Roller	–	1 No.
(v) Compressor	–	1 No.
(vi) Tar Boiler	–	1 No.
(vii) Mechanical Broomer	–	1 No.
(viii) Tractor Dozer	–	1 No.

Note: The bidder must produce the documentary evidence in support of his owning/leased/rented of the above equipment. In case the bidder proposes to hire or take the above equipment on lease, he should, along with the lease/rent agreement, attach the proof of ownership of these equipment with the company/ entity from whom the equipment are proposed to be hired on lease/ rent.

Annexure –1B
(Please refer Sub Clause 3.4 (b) of ITB)

**Details of Minimum Key Personnel required to be mobilized by
Contractor for each Lot**

S No	Position	Minimum Qualification & Experience	Nos.
1	Maintenance Engineer	B.E. (Civil) with 5 years or Diploma civil with 7 years' experience	1
2	Quantity Surveyor	Diploma (Civil) 3 years' experience	1

SECTION 2: QUALIFICATION INFORMATION AND OTHER FORMS

Table of Forms	Description	Page No
Form 2A	Qualification Information	30
Form 2B	Letter from bidder to bankers authorizing them to provide information to RIDCOR Limited/ Representatives	33
Form 2C	Annual Turnover of the bidder	34
Annexure-2	Compliance with the Code of Integrity and No Conflict of Interest	35
Annexure-3	Declaration by the Bidder regarding Qualifications	37
Annexure-4	Grievance Redressal during Procurement/Bidding Process	38

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of the Qualification Information as mentioned in Clause 3 of the Instructions to Bidders. (Separate pages with required details shall be attached)

1. Details of Bidder

Name of Bidder/ Address/ Telephone/ Fax/ Email/ Contact Person and Designation

1.1 Constitution or legal status of Bidder
[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney in favor of signatory of Bid (Attach copy) 1.2

Availability of Contractor's Equipment should be listed below for carrying out the Works. Contractor is to fill the following items regarding the availability of Equipment. The minimum requirement is available at Clause 3.4 (a) of ITB.

Item of equipment (not more than 3 years old)	Minimum Requirement		Availability proposals				Remarks / Make
	No	Capacity	Nos	Capacity	Condition	Owned/ Leased/Rented/ to be procured	

1.3 Qualifications and experience of key personnel proposed for management and execution of the work. Attach CV. Refer also to Sub Clauses 3.4 (b) of Instructions to Bidders and Sub Clause 9.1 of the General Conditions of Contract.

S No	Position	Name	Qualification	Years of experience (general)	Years of experience	
					In similar capacity	In similar nature of works (Roads)

1.4 Deleted

1.5 Information regarding current litigation, debaring / expelling of bidder or abandonment of work by bidder in RIDCOR; {(Refer ITB Clause 3.2 (i)}

1	(a)	Has the Bidder or its constituent partners, a history of litigation/arbitration	Yes/No
	(b)	If yes, give details	
2	(a)	Has the Bidder or any of its constituent partners been debarred/expelled by any Agency in India, during the last 5 years as on the date of application	Yes/No
	(b)	If yes, give details	
3	(a)	Has the Bidder or any of its constituent partners abandoned any contract work in India / Rajasthan during the last 5 years	Yes/No
	(b)	If yes, give details	
4	(a)	Has the Bidder or any of its constituent partners been declared bankrupt during the last 5 years	Yes/No
	(b)	If yes, give details, including present status	

Note: If any information in this schedule is found to be incorrect or concealed, at any time including after the award of works, the Bidder's bid will be treated as non-responsive, and rejected.

1.6 (A) Work performed as a prime contractor/sub-contractor, in the past 3 years as a nominated/approved sub-contractor wherein the value of completed work exceeds 100% of the estimated cost of subject work (Lot) (Refer Qualification Criteria ITB clause 3.2 (a)) provided further that all other qualification criteria are satisfied (in the same name) of a similar nature during the last 5 years.

Project Name	Name of the Employer*	Description of work	Financial Year of Execution	Contract No.	Value of Contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion *

1.6 (B) Current Commitments and Works in Progress

Sl No	Description of Work	Place & State	Name of the Employer	Contract No. and Date	Value of Contract (Rs Crores) @	Stipulated Period of Completion	Value of works completed (Rs Crores) @	Value of Works Remaining to be Completed (Rs Crores) @	Anticipated Completion Date	Role of Applicant* and Remarks
	TOTAL									

Note :

- @ : In case of currencies other than Indian Rupees, please indicate the value of works in the original currency as well as Indian Rupees on the date of submission of bid and also the exchange rate assumed.
- * : Specify whether works were executed as Main Contractor, EPC Contractor, and Sub-Contractor or as JV Partner, along with their share.

1.6.1. Suitable certification from Employers (not below the rank of Executive Engineer) to be necessarily attached as part of this Appendix.

**SAMPLE FORMAT FROM BIDDER TO BANKERS AUTHORISING THEM TO
PROVIDE INFORMATION TO RIDCOR Limited / ITS REPRESENTATIVES**

To
Name of Bank/Address/City

Dear Sirs :

We have recently submitted a Bid to RIDCOR Ltd. for "Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)." We hereby authorize you to provide all information/data readily about us and our credit status, as may be required by RIDCOR Limited and you need not seek any clearance/opinion from us for providing the information/data to RIDCOR Limited and/or its authorized representatives.

Sincerely,

Authorised Signatory

Annual Turnover of the Bidder
(to be certified by the Chartered Accountant with UDIN)

Particulars	Turnover in last 3 FYs		
	2020-21	2021-22	2022-23

NOTE: Whether a Company, partnership firm, Proprietary firm, Individual

: In case of partnership firm/ Propriety firm, the Turnover of the firm and not of the individual partners shall be considered.

Date:

Place: (Signature, name and designation of the Authorised signatory)
Name and Seal of Bidder

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement/bidding process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement/bidding process or to otherwise influence the procurement/bidding process.
- (b) not misrepresent or omit the misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and process of the procurement/bidding process.
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement/bidding process.
- (e) not indulge in any coercion including impairing or harming or threatening to do the same , directly or indirectly, to any party or its property to influence the procurement/bidding process.
- (f) not obstruct any investigation or audit of a procurement/bidding process.
- (g) disclose conflict of interest, if any ; and
- (h) disclose any pervious transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited:

- have controlling partners/shareholders in common; or
- receive or have received any direct or indirect subsidy from any of them;
- have the same legal representative for purposes of the Bid; or
- have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- the Bidder participates in more than one bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as Bidder, in more than one Bid; or
- the Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Signature of Bidder

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to the Company for Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1) in response to their Notice Inviting Bids No..... Dated I/we hereby declare, that:

1. I/we possess the necessary professional, technical, financial and managerial resource and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we/ have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we are not debarred from any department or any regulatory agency.
5. I/we do not have, and our Directors and Officers not have, been convicted of any criminal offence related to my/our professional conduct or the marking of false statements or misrepresentations as to my/our qualifications to enter into a procurement/bidding contract within a period of three years preceding the commencement of this procurement/bidding process, or not have been otherwise disqualified pursuant to debarment proceedings;
6. I/we do not have a conflict to interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of Bidder
Name:
Designation: Address:

Grievance Redressal during Procurement/Bidding Process

The designation and address of the First Appellate Authority is Manager, RIDCOR Ltd., Rajasthan, Jaipur

The designation and address of the Second Appellate Authority is Director, RIDCOR Ltd., Rajasthan, Jaipur

Filing an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement/bidding proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(3) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

- (a) Determination of need of procurement/bidding;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement/bidding process;
- (e) Applicability of the provisions of confidentiality.

(4) **Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or by authorized representative.

(5) **Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of Bank demand draft or Banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) **Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,- (i) hear all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

Signature of Bidder

SECTION 3:

Part No.	Description	Page no.
Part I	General conditions of contract agreement (GCC)	41
Part II	Special Conditions of Contract agreement (SCC)	66

SECTION : 3

PART – I : GENERAL CONDITIONS OF CONTRACT AGREEMENT (GCC)

Table of Contents

	Page No.		Page No.
A General		31 Penalty for Delay	52
		C Quality Control	
1 Definitions	43	32 Identifying Defects	57
2 Interpretation	45	33 Tests	57
3 Language and Law	45	34 Correction of Defects	57
4 Deleted	45	35 Uncorrected Defects	57
5 Deleted	45	D Cost Control	
6 Communication	45	36 Bill of Quantities	58
7 Procurement of Bitumen	45	37 Changes in the Quantities	58
8 Other Contractors	45	38 Variations	58
9 Personnel	45	39 Payments for Variations	58
10 Employer's & Contractor's Risks	46	40 Deleted	59
11 Employer's Risks	46	41 Payment Certificates	59
12 Contractor's Risks	46	42 Tax	60
13 Insurance	46	43 Currencies	60
14 Contractor to Construct the Works and Works to be Completed by Work Completion Date	47	44 Change in Legislation	60
15 Safety, Security and Protection of the Environment	47	45 Deleted	61
16 Working Drawings	47	46 Deleted	61
17 Approval by the Employer	47	47 Securities	61
18 Safety of Traffic	48	48 Deleted	61
19 Discoveries	48	49 Deleted	61
20 Possession of the Site	48	E Finishing the Contract	

21	Access to the Site	48	50	Completion	62
22	Instructions	49	51	Final Account	62
23	Disputes	49	52	Termination	62
24	Procedure for Disputes – Arbitration	49	53	Payment upon Termination	63
B	Monitoring of Routine Maintenance works		54	Property	63
25	Monitoring methodology for identification, quantification and completion schedule for routine maintenance items	50	55	Release from Performance	64
26	Extension of the contract period for Routine Maintenance Works	50	56	Details to be Confidential	64
27	Emergent works ordered by the Employer/Engineer	50	57	Life-saving Appliances and First-aid Equipment	64
28	Maintenance Intervention Level	50	Annexure A -		53-57
29	Time Control (Contractor's Obligations)	51			
30	Deleted	52			

PART – I

GENERAL CONDITIONS OF CONTRACT AGREEMENT (GCC)

A : GENERAL

1. Definitions

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

Authorised representative is the person (or any other competent person appointed and notified to the Contractor to act in replacement of the Employer) who is responsible for supervising the execution of the Works and administering the Contract. Project Manager is the Authorized representative of the Employer for this contract.

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

Work Completion Date is the date of completion of Contractor's obligations under this Contract for the Construction works as indicated in the Contract Data.

Contract Agreement is the contract agreement signed between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Sub Clause 2.2.

Contract Data defines the documents and other information which comprise the Contract, as specified in Section 4 of the Document.

Contractor is a person or firm, whose Bid to carry out the Works has been accepted by the Employer.

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

Contract Price is the price stated in Indian Rupees in the Letter of Acceptance for the Works.

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

Defect is any part of the Works not completed in accordance with the specifications and designs of the Contract.

Defects Liability Period is the period specified in the Contract Data and calculated from the actual Completion Date of Works. For this particular contract, Defect liability period of 12 months for items covered therein (Detail in contract data) after completion of work

Drawings include designs and calculations and other information provided.

Employer is the party who will employ the Contractor to carry out the contracted Works or its authorized representative (Director/Manager/Project Manager/Authorized Representative, RIDCOR)

Engineer is the person (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract. Project Manager, RIDCOR/Engineer (if engaged by the Employer) will act as the Engineer.

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

Intervention Standards is the level of the damage at which road assets need to be intervened and repaired.

Letter of Acceptance means the formal acceptance by the Employer or its authorized representative of the Bid.

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

Milestone is a specified date or duration by which specified works are to be completed.

Permanent Works means the permanent works to be executed in accordance with the Contract.

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

Rectification Standards is the period of time given to repair the damage to the road asset.

Service Quality specifies the condition of the road asset which gives a desirable level of service and comfort.

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

Specification means the latest MORTH Specifications of the Works included in the Contract Agreement and any modification or addition made or approved by the Employer, in writing.

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.

Subcontractor is a person or firm or corporate body who has a contract agreement with the Contractor to carry out a part of the work in the awarded Contract.

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

Variation is an instruction given by the Employer in writing which varies the Works.

Works means the Routine Maintenance or other Works as stated in the Contract Data.

Works Completion Date is the actual date of completion of the Routine Maintenance Works as certified by the Employer in accordance with Sub Clause 49.3.

Working Drawings means all Drawings, calculations, samples, patterns, models, maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Employer, for execution of the Works.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract Agreement unless specifically defined. The Employer will provide instructions clarifying queries about the Contract.
- 2.2 The documents forming the Contract Agreement shall be interpreted in the following order of priority:
- (1) Contract Agreement
 - (2) Letter of Acceptance
 - (3) Contractor's Bid
 - (4) Contract Data
 - (5) General and Special Conditions of Contract Agreement
 - (6) Specifications
 - (7) Priced Bill of Quantities; and
 - (8) Any other document forming part of the Contract Agreement.

3. Language and Law

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

4. Deleted

5. Deleted

6. Communication

- 6.1 Communication between parties of the Contract Agreement shall be effective only when it is in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act) physically or through electronic mail.

7. Procurement of Bitumen

- 7.1 Bitumen shall be procured by the successful bidder from any agency as approved by the Engineer.

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities and the Employer and his representatives. The Contractor shall provide facilities and services for them related to the Work. 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 for the Works, named in the Details of Key Personnel as referred to in the Contract Data to carry out the functions of the positions stated in Annexures-1B of the Instructions to Bidders, Section 1 or other personnel approved by the Employer. The Employer will approve any proposed

replacement of key personnel only if their qualifications, abilities, and experience are relevant to the nature of duties and better than the person replaced.

- 9.2 If the Employer requires the Contractor to remove an undesirable 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 Agreement states are Employer's risks, and the Contractor carries the risks which this Contract Agreement states are Contractor's risks.

11. Employer's Risks

- 11.1 The Employer is responsible for the excepted risks which are in so far as they directly affect the execution of the Works in the Employer's country, 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.

12. Contractor's Risks

- 12.1 All risks of loss of or damage to physical property and of personal injury and death to contractor's and Project Manager's staff, equipment, material and executed work which arise during and in consequence of the performance of the Contract Agreement other than the excepted risks as at Sub Clause 11.1 will be sole responsibility of the Contractor and Employer shall not be held responsible for the same.

13. Insurance

- 13.1 The Contractor shall provide insurance cover from any of the acceptable Insurance Companies in India, valid from the Start Date to Completion Date of the Defect Liability Period, including extended period, in the amounts and deductibles stated in the Contract Data.
- 13.2 Policies and certificates for insurance, from the acceptable Insurance Companies in India, shall be delivered by the Contractor to the Employer for the Employer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees, along with the types and proportions required to compensate 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 and if warranted, recovered by invoking Performance Security, or other payments due to the contractor.
- 13.4 Alterations to the terms of insurance shall not be made without the prior approval of the Employer, in writing.
- 13.5 The parties shall ensure that insurance is as per the applicable laws, and comply with all conditions of the insurance policies.

13.6 It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance cover at all times during the period of validity of the Contract Agreement or the extended period, if any.

14. Contractor to Construct the Works and Works to be completed by Work Completion Date

14.1 The Contractor shall undertake the Works in accordance with the Contract Agreement as per instructions of the Employer.

14.2 The Contractor shall commence the Works on the Start Date.

15 Safety, Security and Protection of the Environment

15.1 The Contractor shall, throughout the execution and completion of the Works, the remedying of any defects therein and during Defect Liability period:

- (a) have full regard for the safety of all persons entitled to be upon the Site, the road user traffic, and keep the Site so far as the same is under his control and the Works so far as the same are not completed or occupied by the Employer in an orderly state appropriate to the avoidance of danger to such persons;
- (b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Employer or by any duly constituted Employer, for the protection of the public or others; and
- (c) take all reasonable steps to protect the environment, on and off the Site, and to avoid damage or nuisance to persons, road user or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

The Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local Employer.

16. Working Drawings

16.1 The Contractor shall submit Designs, Specifications and Drawings to the Employer who will approve these, if they complied with the specifications & Drawings.

17. Approval by the Employer / Engineer

17.1 The Employer/Engineer shall approve the Designs, Specifications and Drawings submitted by the Contractor.

17.2 The Contractor shall obtain approval of other relevant authorities/agencies (if any like Railways, RPCB etc.) for carrying out Works, where ever required. RIDCOR shall initiate applications to these authorities

17.3 The Employer's/Engineer's approval shall not relieve the Contractor of his obligations.

18. Safety of Traffic

18.1 The Contractor shall be responsible for the safety of all traffic related activities on the Site (IRC-SP-55, 2014)

19. Discoveries

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

20. Possession of the Site

20.1 The Employer/Engineer shall give possession of the Site to the Contractor in accordance with the Contract Data. Being existing road in operation, complete length of the site is available to the Contractor on the commencement date.

21. Access to the Site

21.1 The Contractor shall allow the Employer or its any authorized person or Independent Engineer to access to the Site, to any place where work in connection with the Contract Agreement is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled /stored for the Works.

21.2 Commencement of the Project

The Contractor shall commence the Works on Site within the period stated in the Contract Data after signing of the Agreement. Thereafter, the Contractor shall proceed with the Works with due diligence, expedition and without delay.

The requirement to commence the Works at Site shall be fulfilled if:

- (a) A joint survey with the Engineer and Project Manager/his Authorized Representative has been undertaken in accordance with Clause 25 of Conditions of Contract;
- (b) The Contractor's authorized representative, vide Clause 9, with full supporting staff are in position at the Site;
- (c) Equipment, Plant, materials and labour mobilized for the work programmed for execution in the first month have been mobilized at the Site;
- (d) Submission of insurance policies in accordance with Clause 13 & S. No. 9 of Contract Data; and
- (e) Submission of statutory clearances as per Clause 2 of SCC.

22. Instructions

22.1 The Contractor shall carry out all instructions of the Employer/Engineer pertaining to the Works, which comply with the applicable laws where the Site is located. He shall also comply to the legal and statutory requirements about the execution of works.

23. Disputes

23.1 If either party believes that a decision taken by the Employer/Engineer /Contractor was either outside the Contract Agreement or that the decision was wrongly taken, the objecting party may send notice of dispute to the other party stating that it is giving the

notice pursuant to this Clause while stating clearly the basis for the dispute within 21 days of the notification of the decision.

- 23.2 The party receiving the dispute notice will consider it and reply in writing within 28 days of the receipt of the notice. If no reply is received or the reply is not acceptable to the other party, the affected party may refer the dispute for conciliation. Independent Engineer of RIDCOR will be the Dispute Review Expert (DRE) for conciliation. The decision for conciliation is to be given in 60 days by DRE. In case, conciliation is not successful then the dispute may be referred to Arbitration.

24. Procedure for Disputes – Arbitration

- 24.1 The arbitration shall be conducted at RIDCOR office at Jaipur in accordance with the arbitration procedure stated in Clause 5 of the Special Conditions of Contract.

B : MONITORING OF ROUTINE MAINTENANCE WORKS:

25. Monitoring methodology for identification, quantification and completion schedule for routine maintenance items

- 25.1 The Engineer with representative of the concerned Project Manager of RIDCOR shall make a detailed monthly joint inspection before fifth day of every month and identify the quantum of routine maintenance items to be executed during the month with stipulated timelines. The Contractor/his authorized representative shall invariably accompany during the monthly inspection and sign the tentative schedule for executing identified items during the month.
- 25.2 The Engineer will notify the contractor, the details of identified items with estimated quantity of execution during the month upto seventh day of every month and it will be obligation of the contractor to complete all such identified RM works during the month.
- 25.3 The Engineer, representative of contractor and representative of concerned Project Manager of RIDCOR shall undertake a joint inspection in the last week of every month to assess the status of completion of identified items of routine maintenance. In case, the contractor fails to complete the identified items of RM works during the month, it shall attract penalty for delay in execution on daily basis as stipulated in Clause 31.
- 25.4 In case, contractor does not complete the identified quantum and items of RM works during the month and delays it beyond 30 days, the Project manager/Engineer will be authorized to carryout all such works at the risk & cost of the contractor by any other agency with prior approval from the Employer and the expenses so incurred will be recoverable from the contractor through his performance security/outstanding eligible payments.

26. Extension of the Contract Period for Routine Maintenance Works

- 26.1 Employer is fully empowered to grant extension of the contract period for already identified routine maintenance works in the 12th Month without any prejudice to the rights of the Employer under other provisions of the Bid Document. Employer in consultation with the contractor can grant need based time extension in the contract period.

27. Emergent works ordered by the Employer/Engineer

- 27.1 The Employer/Engineer may instruct the Contractor to carryout emergent works and works related to road safety immediately in a reasonable period through mutual consent. Non-compliance of instructions is likely to attract penalty as per clause 31 apart from execution at the risk & cost of the contractor and/or termination by the Employer.

28. Maintenance Intervention Level:

- 28.1 The Engineer shall adopt the criteria as mentioned in Annexure-A while indenting the works on monthly basis/ for emergent works

28.2 Progress of RM items such as cleaning of drains, Vegetation cleaning of shoulders/ Median, painting of medians /protection walls etc. will be regularly monitored by the engineer through linear strip charts which will be submitted with the monthly bills.

29. TIME CONTROL (Contractor’s Obligations)

29.1 Daily followed by weekly and monthly Inspections
 Items to be inspected daily on regular basis followed by weekly and monthly inspections shall include:

- Potholes
- Cracking & Patches
- Rutting
- Defective bridge decks area and bump at approach
- User information – road marking and road signs
- Blocked drains

29.2 Repairs: Repairs arising out of the inspections shall be carried out by the Contractor as per performance standards after a joint assessment with the Engineer and approval of Employer (RIDCOR)

29.3 Performance Standards

29.3.1 Performance Standards for Routine Maintenance:

The performance standards define the level at which the routine maintenance is to carried out by the contractor.

Road Maintenance: (As per MORTH Specifications)

Sl. No.	Service ability Indicator	Permissible Time Limit for Defect Rectification	Frequency of Inspections by The Contractor to Ensure Required Level of Service
1	Potholes	Two days	Daily on regular basis Followed by weekly & monthly inspections
2	Cracking & Patch	Seven days	- do -
3	Rutting (20mm), max. Permissible limit	Seven days	- do -
4	User information	Seven days	- do -

29.3.2 Performance standard for “Removal of rank vegetation / weeds etc.

Indent for this work shall be generally issued twice in year by the Engineer. After execution of this indented quantity, it is the sole responsibility of contractor to keep that particular area without any vegetation / weeds / grass for the remaining period of contract (one year). For this purpose, he shall make use of men / machinery deployment.

29.3.3 Monitoring

29.3.3.1 The Contractor shall submit the daily report (by email) indicating the day's activities and the work executed at site before 11.00 AM every day for the preceding 24hours.

29.3.3.2 The daily report should be submitted to Project Manager/ Engineer on daily basis as per proforma approved by Engineer in consultation with PM, RIDCOR.

29.3.3.3 The detail summary of these daily inspections and work carried out shall form part of monthly bill in the form of email extracts which shall be basis of regulating monthly payments.

30 Deleted

31. Penalty for delay in execution of identified routine maintenance items under Clause 25

31.1 Penalty for delays attributable to the contractor shall be applicable @ Rs. 2,000/day of delay for non-completion of the identified item(s) within the stipulated time as directed by the Engineer/Project Manager. Maximum cumulative (total) penalty shall be applicable @5% of the Contract Price.

Maintenance Intervention Levels

Following Criteria shall be adopted by the Engineer while indicating the works:

Sl. No.	Defects	Criteria/Extent (% of sub-section length)	Treatment/ Action	Type of maintenance	Intervention level
1	Shoulder & Slopes				
1.1	Vegetation growth on shoulders & side slopes	Any kind	Vegetation growth be removed	Routine	Will be carried out 2 (twice) times a year i.e. after rainy season in Oct-Nov & In Mar-Apr
1.2	Trees	a. All kind	Trim and remove dead / diseased branches	Routine	As and when required
		b. Fallen trees on carriageway	Remove immediately	Urgent	As and when required
1.3	Deformation or scour	a. Upto 50mm	Fill & Compact	Routine	As and when required
		b. More than 50 mm	Reconstruction	Urgent	As and when required
1.4	Disturbed stone pitching	a. Upto 30 sqm.	Repair	Routine	Will be carried out 2 (twice) times a year i.e. after rainy season in Oct & In May
		b. More than 30 sqm	Reconstruction	Urgent	-do-
2	Side drains				
2.1	Standing water on shoulders / drains	Any	Realign to correct gradient and make shallow lateral drains.	Routine	As and when required
2.2	Silting in pucca side drains	Any extent	Clean out	Routine	Generally once in a Year before Rainy Season

2.3	Damages or scouring of pucca drains	Any extent	Repair and reconstruct to adequate size and shape.	Routine	As and when required
-----	-------------------------------------	------------	--	---------	----------------------

Sl. No.	Defects	Criteria/Extent (% of sub-section length)	Treatment/Action	Type of maintenance	Intervention level
3	CD Works				
3.1	Silted or blocked openings	Any extent	De-silting / cleaning	Routine	Once in a year before rainy season
3.3	Damaged crash barriers	Any	Reconstruct	Recurring/ Urgent	As and when required
3.4	Vegetation growth at inlet / outlet & near parapets	Any	Remove & Clear	Routine	Will be carried out 2 (twice) times a year Before and after rainy season
3.6	Damaged masonry in parapets / substructure/ superstructure	Any extent	Repair to match with existing & report to the Engineer	Recurrent	As and when required
3.7	Painting exposed surfaces of bridge railings, kerb stones, parapets	Any	Repaint / White wash	Periodic	Generally, once in a year after rainy season

Sl. No.	Defects	Criteria/Extent (% of sub-section length)	Treatment/Action	Type of maintenance	Intervention level
4	Toll Plazas				
4.1	Civil Repairs	-	Repair as per technical requirements	Routine	As and when required
4.2	Painting of Toll Plaza Building	-	At regular Intervals	Routine	Once in 2 years
4.3	Painting of Toll Booths, Median Islands etc.	-	Regularly	Routine	Will be carried out 2 (twice) times a year

4.4	Plantation in Toll Plaza premises and its maintenance	-	Regularly	Routine	New Plantation in Rainy season
-----	---	---	-----------	---------	--------------------------------

Sl. No.	Defects	Criteria/Extent (% of sub-section length)	Treatment/Action	Type of maintenance	Intervention level
5	Carriageway & Crust				
5.1	Stripping	a. <25 sqm.	Local sealing	Routine	As and when required
		b. >25 sqm.	3 rd coat surface dressing	Periodic	As and when required
5.2	Rutting	a. depth of ruts < 50 mm			As and when required
		i. Crack < 10mm	Seal the crack with slurry	Routine	As and when required
		ii. crack > 10 mm	Crack Sealing & fill ruts with bituminous mix	Recurrent	As and when required
		b. depth of ruts > 50 mm			As and when required
		i. Crack < 10mm	Seal the cracks with slurry and fill ruts with bituminous mix	Routine	As and when required
		ii. crack > 10mm	Surface coat surface dressing over cracked area to be followed by overlay	Periodic / Special attention	As and when required
5.3	a. <20 mm		Patch repair to pot holes	Recurrent	As and when required
	b. >20 mm	Patch repair to pot holes & check dressing of crust for strengthening if required	Recurrent / Special Attention		As and when required
5.4	Bleeding	a. < 25 sqm	Spread and roll over 6 mm size heated aggregates	Routine	As and when required
		b. > 25 sqm	Apply surface dressing	Periodic	As and when

					required
5.5	Cracks	a. < 25 sqm	Local sealing of cracks	Routine	As and when required
		b.>25 sqm	Local Sealing followed by renewal	Periodic	As and when required

Sl. No.	Defects	Criteria/Extent (% of sub-section length)	Treatment/Action	Type of maintenance	Intervention Level
5.6	Hungry surface	Any	Apply, slurry seal or fog seal	Recurrent	As and when required
5.7	Corrugations	-----	Cutting of high spots and filling of low spots with existing surfacing material and seal the surface.	Recurrent	As and when required
5.8	Shoving	-----	Remove the material up to firm base and relay stable mix	Recurrent	As and when required
5.9	Shallow depressions	-----	Repair the depression with pre-mixed material	Recurrent	As and when required
5.10	Settlements & upheaval	a. <20 sqm	Remove the weak/ defective fill up to base & redo.	Recurrent	As and when required
		b. >20 sqm	i. Remove the weak /defective fill up to base & redo ii. Strengthen the crust by providing additional layers	Periodic	As and when required
5.11	Edge breaking & edge steps	a. <25 mm	Cut affected area and patch repair to road edge; with repair to unpaved shoulders also	Recurrent	As and when required
		b.>25mm	Reconstruct shoulders and repair to carriageway edge also	Periodic	As and when required

C : QUALITY CONTROL

32. Identifying Defects

- 32.1 The Employer/Engineer shall check the Contractor's work through the Project Manager, Independent Engineer and notify the Contractor of any Defects that are found. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect. Such checking/instructions shall not absolve the Contractor of his responsibilities.
- 32.2 The Contractor shall permit the Site visits of the Employer's Technical Auditor/Independent Engineer /Lenders' Engineer to check the Contractor's work and notify the Employer and the Contractor of any Defects that are found. Such a check shall not absolve the Contractor's or the Employer's responsibility as defined in the Contract.

33. Tests

- 33.1 The Contractor shall be responsible for carrying out the tests prescribed for the Works.
- 33.2 The Contractor shall, at his cost, establish fully equipped testing facility with adequate and suitable equipment and survey equipment in the vicinity of the work Site premises, as prescribed in the Specifications, to the satisfaction of the Employer.
- 33.3 If the Employer/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 sample. If it shows that the work is not defective, then the Employer shall pay for the test and samples.

34. Correction of Defects

- 34.1 The Contractor shall undertake measures to rectify the defects in the Work identified by the Project Manager / Independent Engineer or any of the Employer's authorized representative at the earliest, but not later than the time period specified by the Employer.
- 34.2 The Defect Liability Period shall be as given in the Contract Data. The Employer shall give notice to the Contractor of any defects before the end of the Defect Liability Period. The Defect Liability Period shall be extended for as long as defects remain to be corrected.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a defect to the satisfaction of the Employer/Engineer/Project Manager/ Independent Engineer, within the time specified in the Employer/Engineer's notice, the Employer/Engineer will assess the cost of having the defect corrected, and the Contractor will pay this amount. In case of failure to pay, the same shall be deducted from any payment due to the Contractor/recovered from his Bank Guarantees under intimation to the Contractor.

D : COST CONTROL

36. Bill of Quantities

- 36.1 The Bill of Quantities shall contain items for the Works for construction, repairs, works to be executed by the Contractor.
- 36.2 The Bill of Quantities shall be the basis to calculate the payment for the Works. The Contractor is paid for the quantity of the work done as per specifications at the rate in the Bill of Quantities for each item and quoted percentage above/below the total amount.

37. Changes in the Quantities

- 37.1 The change in quantities/amounts due to increase/decrease in the scope of work, that is, Variation in Bill, shall be considered for additional payment as per rates defined in Bill of Quantities and the percentage rate quoted.
- 37.2 Director/Manager, RIDCOR is fully empowered to approve any variation of quantity in any/ all items as per actual technical requirements in accordance to SoP of RIDCOR and Contractor is bound to execute the work as per the approved rates.
- 37.3 Approval of Extra Items, if required as per the site requirements, will be governed as per the SoP of RIDCOR and the Contractor will execute the extra items accordingly.

38. Variations

- 38.1 Item rates approved for each BOQ item shall remain fixed irrespective of any Quantity Variation.

39. Payments for Variations

- 39.1 In the event of variation, the payment for the works done, shall be made as per the provisions stated in Sub Clause 37.1.
- 39.2 If the event of variation is in terms of additional / extra item(s) or substitution of any item(s) in the BOQ with new item(s), then the rates for the items shall be derived as follows:
 - (a) The Contractor shall submit a quotation along with detailed rate analysis for deriving the unit rate for the item(s) with all supporting documents as follows:
 - (i) Such analysis shall be prepared based on the Standard MORT&H Data Book adopting the current PWD schedule of rates applicable to the relevant District of Rajasthan;
 - (ii) In case the data for the item is not available in the Standard MORT&H Data Book, Standard PWD Data Book with current PWD schedule of rates applicable to the relevant District of Rajasthan shall be adopted;
 - (iii) In case the data for the item is not available in the Standard MORT&H Data Book as well as in the PWD Data Book, observed data with current PWD schedule of rates applicable to the relevant District of Rajasthan shall be adopted;

- (iv) In case rate for any item is not available in the current schedule of rates, current local market rate for the same shall be adopted for which required supporting documents shall be produced;
 - (v) On the new rates, derived through observed data, only 10% would be allowed towards Contractor's administrative and other overheads and profits, taken together.
- (b) If the Contractor's quotation is unreasonable or if the Contractor fails to provide the Engineer with a quotation within a reasonable time specified by the Engineer in accordance with (a), the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs; which shall be binding upon the contractor.
- 39.3 If the Engineer decides that the variation work is urgent, then in order to avoid delay in execution of the variation work due to non-availability of quotation, the Engineer shall instruct the Contractor in writing, to commence the additional works before the approval of the rate.
- 39.4 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

40. Deleted

41. Payment Certificates & Payment

- 41.1 The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- 41.2 The Engineer shall check the Contractor's monthly statement within 7 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question.
- 41.3 The value of work executed shall be determined, based on measurements by the Engineer.
- 41.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 41.5 The value of work executed shall also include the valuation of Variations and Compensation Events.
- 41.6 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 to rectify the mistakes with detail justification acceptable to Employer.
- 41.7 The final bill shall be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineers certificate of the measurement and of the total amount payable for work accordingly shall be final and payment made accordingly within a period of sixty days.
- 41.8 Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts Engineer had certified within 15 days of the date of each certificate.

42. Tax

42.1 The rates quoted by the Contractor shall be deemed to be inclusive of GST and all other applicable taxes including duties/royalties/levies as may be levied by Central/State Governments and local bodies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law on the date of payment of the Contractor's bill.

43. Currencies

43.1 All payments shall be made in Indian Rupees only.

44. Changes in Cost and Legislation

44.1 Price Adjustment

44.1.1 Contract Price shall be adjusted for increase/decrease in price of bitumen only.

44.1.2 Compensation to the Contractor for any rise or fall in the Contract Price is not covered by the provisions of this or other clauses in the Contract except for the bitumen consumed in the Improvement Works. The unit rates and prices included in the Contract shall be deemed to cover the contingency of such rise or fall in costs.

44.1.3 It is reiterated that the price adjustment for bitumen shall not be applicable on the bitumen consumed during defect liability period.

44.1.4 The price adjustment for bitumen shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Employer/Engineer.

44.1.5 The price adjustment shall be determined during each month in accordance to the formula given in Clause 44.1.6.

44.1.6 Price Adjustment for Bitumen

The price adjustment for increase or decrease in the cost of bitumen consumed in the Improvement Works shall be paid in accordance with the following formula:

$$Vb = Q (Cp - Bp)$$

Where

Vb = **increase or decrease** in the cost of bitumen consumed in the Routine Maintenance Works due to change in the rate of the bitumen;

Q = **quantity of bitumen** in tonnes consumed in the Routine Maintenance Works during the period under consideration;

Cp = **current price** of bitumen per tonne prevailing on 16th day of every month, which shall be the ex-factory price of the nearest refinery of bitumen plus GST, as applicable;

Bp = **basic price** of bitumen Rs. 54,636 per tonne & 51,839 per tonne for VG-40 (Bulk) & VG-30 (Bulk) inclusive of GST and Rs. 49,125 per tonne for VG-10 (Bulk) inclusive of GST.

Note: For Emulsion and Mastic Asphalt basic rates of VG-10 grade bitumen of nearest refinery will be considered. To avoid any doubt, the % of Bitumen content in emulsion @ 60% will be considered for calculation of price adjustment will be considered for calculation of price adjustment.

44.2 Changes in Legislation

If, after the last date for submission of tenders for the Contract, there occur changes to any National or State Statute, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted Employer, or the introduction of any such State Statute, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor, other than under the preceding Sub-Clauses of this Clause, in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer shall be added to or deducted from the Contract Price and the Employer shall notify the Contractor accordingly.

45. Deleted

46. Deleted

47. Securities

The Performance Security and Additional Security (for unbalanced bids) in the form of Bank Guarantee/RTGS/NEFT/IMPS/FDR 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 indicated in Contract Data as acceptable to the Employer, and denominated in Indian Rupees. The Bank Guarantee, in the prescribed format (Form 6C and 6D of Section 6), is acceptable from any Scheduled Bank in India having Net Worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) payable at Jaipur.

If, the above securities are not submitted within the prescribed time then penalty of Rs. 5,000 per day shall be levied on the successful bidder upto 30 days (penalty period) beyond specified time of 14 days. If the additional security is not submitted within 60 days beyond specified time, Director/Manager, RIDCOR reserves the right to accept the additional security in case of further delay with penalty of Rs 10,000 per day beyond 30 days thereafter.

The Performance Security and Additional Security shall be valid for a period of 1 year beyond the Works Completion Date i.e. upto end of defect liability period. In case, the Works Completion Date is extended, then the Contractor shall substitute fresh Performance Security and additional security (if applicable) for the same value valid until a date 1 year beyond the extended Works Completion Date. These securities shall be released upon completion of defect liability period of 12 months for items covered therein after completion of work.

48. Deleted

49. Deleted

E : FINISHING THE CONTRACT

50. Completion

- 50.1 The Contractor shall request the Employer/Engineer to issue a certificate of completion of the Works and the Employer/Engineer shall do so upon deciding that the assigned Work is completed.
- 50.2 Deleted
- 50.3 On satisfactory completion of Defect Liability Period, the Contractor shall request the Employer to issue a Certificate of Completion of the Contract. The Employer shall, issue such certificate subject to the Contractor satisfying all provisions under the Contract.

51. Final Account

- 51.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract Agreement within 60 days after the issue of certificate of completion of the Works by the Employer. The Employer shall certify any final payment that is due to the Contractor within 60 days of receiving the Contractor's account. If the Employer is not satisfied with the detailed account, then the Employer shall issue within 30 days thereto a schedule that states the scope of the corrections or additions that are necessary. If the Contractor fails to comply with the Employer's instructions within 15 days, Employer will certify as per the schedule of Corrections or addition sent to contractor and make payment to the Contractor within 45 days.

52. Termination

- 52.1 The Employer or the Contractor may terminate the Contract Agreement if the other party causes a fundamental breach of the Contract.
- 52.2 Fundamental breach of the Contract Agreement includes, 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 program and the stoppage has not been authorized by the Employer;
 - (b) the Employer or the Contractor is made bankrupt or goes into liquidation, other than for purposes of reconstruction or amalgamation;
 - (c) a payment for certified bills is not paid by the Employer to the Contractor within 90 days of the date of the Engineer's certificate;
 - (d) the Employer gives notice that failure to correct a particular Defect is a fundamental breach of the Contract Agreement and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (e) the Contractor does not maintain Performance Security which is required;
 - (f) the Contractor has defaulted in fulfilling his obligations under this Contract;
 - (g) the Contractor has contravened Sub-Clause 9.2;

- (h) the Contractor fails to carry out instructions of the Employer within a reasonable time determined by the Engineer in accordance with the Sub Clauses 15.1, and 22.1;
- (i) the Contractor has delayed the completion of the Works beyond the period for which the maximum amount of liquidated damages has become payable as defined in the Contract Data;
- (j) if the Contractor, in the judgment of the Employer has engaged in corrupt, fraudulent or coercive practices as defined in Sub Clause 28.1 (a) of ITB in competing for or in executing the Contract;

52.3 When either party to the Contract Agreement gives notice of a breach of contract agreement to the Employer for a cause other than those listed under Sub Clause 52.2, the Employer shall decide whether the breach is fundamental or not.

52.4 Notwithstanding the above, the Employer may terminate the Contract Agreement by giving 30 days prior notice without assigning any reason.

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

53. Payment upon Termination

53.1 If the Contract Agreement is terminated because of a fundamental breach of the Contract Agreement by the Contractor, the Employer shall issue a certificate for the value of the work done less advance payments made 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. 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. For this purpose, the performance security furnished by the Contractor shall not be taken into account. The Performance Security furnished by the Contractor shall stand forfeited in favor of the Employer without any restrictions or preconditions.

53.2 If the Contract Agreement is terminated at the Employer's convenience or because of a fundamental breach of the Contract Agreement by the Employer, the Employer shall issue a certificate for the value of the work done, and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract Agreement and less taxes due to be deducted at source as per applicable law and the Employer shall pay this amount. This includes all type of compensations and no other claim will be payable.

54. Property

54.1 If the Contract Agreement is terminated because of Contractor's default, all materials on the Site, Plant, Equipment, Temporary works and the Works are deemed to be the property of the Employer, till completion of the work. The Employer shall make use of the available materials and equipment for completion of the Work and pay for these at agreed rates.

55. Release from Performance

- 55.1 If the Contract Agreement is frustrated by the outbreak of war, pandemic or by any other event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract Agreement 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 Works carried out before receiving the certificate and for any work carried out afterwards to which commitment was made.

56. Details to be Confidential

- 56.1 The Contractor shall treat the details of the Contract Agreement as private and confidential and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior written consent of the Employer. If any dispute arises causing the necessity of any publication or disclosure for the purpose of the Contract, the same shall be referred to the Employer whose determination shall be final.

57. Life-saving Appliances and First-aid Equipment

- 57.1 The Contractor shall provide and maintain upon the Works and the Site, sufficient, proper and efficient life-saving appliances and first-aid equipment, to the satisfaction of the Employer. A local doctor shall be on call. The appliances and equipment shall be available for use at all times during the pendency of the Contract.

PART – II : SPECIAL CONDITIONS OF CONTRACT

Table of Contents

	Page No
A General Clauses	
1 Labour	66
2 Statutory Clearances	66
3 Revision of Quality Control Plan	67
4 Measuring/Monitoring Equipment	67
5 Arbitration	67

PART – II SPECIAL CONDITIONS OF THE CONTRACT Agreement (SCC)

A : GENERAL

1 Labour

- 1.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport and medical assistance.
- 1.2 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the different classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.
- 1.3 During continuance of the Contract, the Contractor and his Sub-Contractors will be solely responsible for the terms and conditions of service of their employees and shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local Employer and any other labour law (including rules) 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 any competent Employer.
- 1.4 There will be no privity of contract agreement between the Authority and any employee of the Contractor. The Contractor shall keep the Employer indemnify and keep indemnified, the Employer in case any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments to labour laws, ESI, PF etc.. 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 Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer 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.
- 1.5 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

2 Statutory Clearances

- 2.1 List of clearances to be obtained by the Employer and the Contractor are given below prior to the start after work. It may be noted that the list below is indicative and may not be exhaustive and in case any additional clearances are required, the same shall be procured by the Contractor, unless otherwise specified in the Law / guidelines of statutory agencies.

(a) Employer's Responsibility:

NIL

(b) Contractor's Responsibility:

- (i) Pollution Control Board and other Statutory Clearances for hot mix plant, stone crushers and any other purpose / activity as may be required;
- (ii) Excavation, cutting, transporting and dumping of earth and other construction materials including that for quarry;
- (iii) All police and traffic management related clearances at the work sites;
- (iv) Employing labour and other labour related clearances (ESI / Contract Labour / Health / PF etc.);
- (v) Electrical connections and Water Supply;
- (vi) Employment of migrant labour;
- (vii) Establishing and operating labour camps;
- (viii) Location of fuel storage tanks / containers etc.;
- (ix) Clearances for using / storing explosives;
- (x) All clearances required from the Fire Department; and
- (xi) Any other clearances that are not specifically included in Employer's list and may be required according to prudent utility practices or instructed by Employer.

3 Deleted

4 Measuring / Monitoring Equipment

- 4.1 The Contractor shall ensure properly calibrated and functional measuring/ monitoring equipment, to the satisfaction of the Employer, at all times during the Contract.

5 Arbitration (Refer GCC Sub Clause 24.1)

- 5.1 The procedure for arbitration shall be as follows:

- (a) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement referred for arbitration, shall first be settled mutually, otherwise in accordance with the Arbitration and Conciliation Act, 1996 and amendment thereof.
- (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 consensus by the two Arbitrators so appointed by the Parties and shall act as the Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrators, then the Presiding Arbitrator shall be appointed by the Indian Roads Congress on the request of the Employer.

- (c) If one of the parties fails to appoint its Arbitrator in pursuance of Sub Clauses (a) and (b) within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Roads Congress shall appoint the Arbitrator on the request of the Employer. In case the Employer fails to do so within 30 days, the Contractor will approach the Indian Roads Congress for appointment of Arbitrator. A certified copy of the order of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at Jaipur at RIDCOR office and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal and shared equally by both the parties.
- (f) Performance under the Contract Agreement shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION 4:

CONTRACT DATA

CONTRACT DATA

S. No.	Item	Clause Reference of CC									
1	The Employer is : Director/Manager/Head Operation Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) 701-706, 7 th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001, Rajasthan Tel.: +91 0141-2747001, Facsimile: +91 0141-2747010, E-mail: office@ridcor.in Authorized representative is Project Manager, RIDCOR	1.1 GCC									
2	The Engineer is Project Manager, RIDCOR or the Engineer authorized by RIDCOR	1.1 GCC									
3	The work is Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)	1.1 GCC									
4	The Works consists of routine maintenance works & other items as per Bill of Quantities	1.1 ITB									
5	The Start Date shall be the date of signing of contract agreement for the works (Form 6B, Section 6) or as notified in LOA	1.1 GCC									
6	The language of the Contract Agreement documents is English	3 GCC									
7	The law which applies to the Contract Agreement is the laws of Union of India	3 GCC									
8	The following documents are also part of the Contract Agreement in addition to documents mentioned in Sub Clause 2.2 of GCC: Details of Minimum Key Personnel required to be mobilized by Contractor for the Works (as per Annexure-1B of Section 1) Schedule of Minimum Key Plant and Equipment to be deployed by Contractor on the work as per Program of Construction (as per Annexure-1A of Section 1)	9 GCC 3 ITB									
9	Insurance requirements are as under: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;">S. No.</th> <th style="text-align: left; width: 60%;">Description of Cause</th> <th style="text-align: left; width: 30%;">Minimum Cover of Insurance</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2"><u>During implementation of the Works</u></td> </tr> <tr> <td style="vertical-align: top;">(i)</td> <td>Workmen compensation – Personal injury or death insurance. Unlimited number of accidents. After each accident, Contractor will pay additional premium necessary to increase the limit make insurance valid for unlimited number of accidents always. This will be agreement specific for all the workmen associated with RM works for complete project</td> <td>Rs 5 Lacs per person per accident for unlimited number of accidents</td> </tr> </tbody> </table>	S. No.	Description of Cause	Minimum Cover of Insurance		<u>During implementation of the Works</u>		(i)	Workmen compensation – Personal injury or death insurance. Unlimited number of accidents. After each accident, Contractor will pay additional premium necessary to increase the limit make insurance valid for unlimited number of accidents always. This will be agreement specific for all the workmen associated with RM works for complete project	Rs 5 Lacs per person per accident for unlimited number of accidents	13 GCC
S. No.	Description of Cause	Minimum Cover of Insurance									
	<u>During implementation of the Works</u>										
(i)	Workmen compensation – Personal injury or death insurance. Unlimited number of accidents. After each accident, Contractor will pay additional premium necessary to increase the limit make insurance valid for unlimited number of accidents always. This will be agreement specific for all the workmen associated with RM works for complete project	Rs 5 Lacs per person per accident for unlimited number of accidents									

	<p>duration.</p> <p>(ii) Against liabilities for death or injury to any person or loss of or damage to any third-party property</p> <p>(iii) Any other insurance cover</p> <p>Note:</p> <ul style="list-style-type: none"> For the above purpose "Roads" include: Main road with service roads, subways, culverts, toe wall, dividing median, crash barriers, electrical poles, separator, public toilets etc. and other infrastructure related to insured trade including sign boards and other property of the project along with electrical fittings, side separator, crash barrier, dividing median various culverts, Cat Eyes, Delineators, W-Beam Crash Barrier, Gantry Sign Boards, Single led Sign Boards, Double legged Sign Boards, Cantilever Sign Boards, Bollards, Road Marking, and other properties of insured. During Defect Liability Period, all the damages are to be repaired by the contractor and damages to completed works due to insurable perils will be paid to the extent of reimbursement from insurance company. 									
10	<p>Work Completion Date for:</p> <p>(a) Routine maintenance works: - 12 months from the Start Date of the Works. The Employer reserves the right to reduce the scope of the work and the period of Contract Agreement without any compensation and the contractor shall not be liable to submit any claim for early termination of the contract.</p> <p>(b) Defect Liability Period: The defect liability period is 12 months for items covered therein after completion of work</p>	14 GCC								
11	The Site Possession shall be the date of start of the work	20 GCC								
12	<p>Penalty and Liquidated Damages:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Particulars</th> <th>Penalty / Liquidated Damages</th> <th>Limit</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Delay of work</td> <td>Penalty for delays attributable to the contractor shall be applicable @ Rs. 2,000/day of delay for non-completion of the identified item(s) within the stipulated time as directed by the Engineer/Project Manager.</td> <td>Maximum cumulative (total) penalty 5% of the Contract Price.</td> </tr> </tbody> </table>	S. No.	Particulars	Penalty / Liquidated Damages	Limit	1	Delay of work	Penalty for delays attributable to the contractor shall be applicable @ Rs. 2,000/day of delay for non-completion of the identified item(s) within the stipulated time as directed by the Engineer/Project Manager.	Maximum cumulative (total) penalty 5% of the Contract Price.	31 GCC
S. No.	Particulars	Penalty / Liquidated Damages	Limit							
1	Delay of work	Penalty for delays attributable to the contractor shall be applicable @ Rs. 2,000/day of delay for non-completion of the identified item(s) within the stipulated time as directed by the Engineer/Project Manager.	Maximum cumulative (total) penalty 5% of the Contract Price.							
13	<p>The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price for the Works:</p> <p>Performance Security of 5% of Contract Price plus additional security as</p>	47 GCC								

	<p>40% of the amount beyond 10% lower than the estimated amount for unbalanced bids valid for 1 year beyond the Works Completion Date i.e. upto end of defect liability period.</p> <p>The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 6 of the Bid Document</p>	
18	<p>The defect liability period is 12 months for items covered therein after completion of work.</p> <p>Item Covered in DLP are as follows: DBM, BC, repairs of Potholes, Brick/Stone Masonry, RCC, Thermoplastic Pavement marking, Paver Blocks, Mastic work, PQC, painting in Toll Plaza Building premises.</p>	<p>34 GCC</p>

SECTION 5 : SPECIFICATIONS

Part No	Description	Page no
	Preamble	74
Part I	General Technical Specifications	74
Part II	Supplementary Technical Specifications	74

SECTION : 5

SPECIFICATIONS

1. Preamble

- 1.1 The Specifications contained herein shall be read in conjunction with the MORTH other Bid Document as specified in Section 1.
- 1.2 Wherever reference is made in the Contract Agreement to specific standards/codes to be met by the materials, plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant MORTH, IRC standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country of region, other internationally recognized standards and codes specified will be accepted subject to the Employer's prior review and written approval.

2. General Requirement

The Specifications in accordance with which the entire work shall be constructed and maintained by the Contractor are as described hereunder:

2.1 Part I – General Technical Specifications

The General Specifications for the Works shall be the "Specifications for Road & Bridge Works" (5th Revision 2013, published by IRC) issued by the Ministry of Road Transport & Highways (MORTH), henceforth called MORTH Specification.

2.2 Part II – Supplementary Technical Specifications

- 2.2.1 The Additional Specifications shall comprise of specifications of particular item of work not covered in Part-I. These are given new Clause numbers.

The following Clause A-1 have been added to the "MORTH SPECIFICATIONS

Clause A-1 Traffic Safety and Control

- 2.2.2 In the absence of any definite provisions on any particular issue in the MORTH Specifications, reference may be made to the latest codes and specifications of IRC, BIS, BS, ASTM, AASHTO in that order. Where even these are silent, the construction and completion of the works shall conform to sound Engineering practice as approved by the Employer and in case of any dispute arising out of the interpretation of the above, the decision of the Employer shall be final and binding on the Contractor.

TRAFFIC SAFETY AND CONTROL

(IRC-SP-55, 2014 to be adopted)

1. Description

These specifications describe the traffic management and safety measures to be taken by the Contractor throughout the construction period for ensuring the safe and convenient passage of public traffic through the project road on one hand and safety of the project workers on the other. It shall be understood that the Contractor is solely responsible for all the traffic management and safety measures which should be got approved by the Employer prior to taking up any construction work on the project. All relevant latest IRC specifications shall be followed by the contractor and he will be solely responsible for any lapses/accidents etc. due to non-compliance of safety measures etc. throughout the construction period.

Any construction work on or near a public traveled way will pose a set of new situations, which may include diversion of road users on to unfamiliar paths, exposure of road users to moving construction equipment and workers, stacking of construction materials to cause reduction in the space available for public traffic, inadequate space for maneuvering, etc. which may pose several surprises. These may cause to develop hazardous situations in case adequate advance precautions in the form of notification, traffic etc. is not taken. Within the construction area itself, the workers may be handling materials like hot bitumen and moving road construction equipment which may prove to be a cause of serious accident if adequate precaution and safety measures are not taken. Thus, the guiding principles on which the Contractor shall base the traffic management and safety measures will include:

- i) advance warning of road users about the road situation including diversion ahead.
- ii) providing clear and safe demarcated channels for guiding the public traffic.
- iii) providing necessary traffic warning/ guiding devices such as signs, safety cones, pavement markings, red lights, reflecting studs/tapes, etc.
- iv) barricading construction area with CGI sheets so that public traffic steer clear of these and do not come into conflict with construction activities.
- v) providing the project workers with necessary safety gears such as gum boots, luminous yellow jackets, crash helmets etc. as appropriate.
- vi) taking all other necessary measures so that safety is ensured during all hours of day and night.

2. Traffic Management and Safety

Any construction activity on the project will pose a hazardous situation to the road users. For least disturbance to safe passage of public traffic appropriate traffic management and safety measures should be adopted throughout the construction period. In this regard, the construction zone in which conflict from safety angle may arise between the road users on one hand and the construction activities on the

other shall be divided into 4 sub zones, and safety measures to be adopted therefore shall be as described hereunder:

a) Advance Warning Zone

This warning sub-zone is meant to inform, alert and prepare the approaching driver well in advance by providing information regarding the distance and extent/type of hazard ahead so that he is able to reduce the speed and be in readiness to carry out the necessary manoeuvres as he meets with the changed situation. For the operating speeds on the project road, length of this sub-zone shall be 100 mtr. and 500 m, in plain and hilly terrain respectively. Information in this sub-zone will be conveyed through a series of traffic signs, which will include "Men at Work" and the speed reduction signs at the start and middle of this sub-zone.

b) Transition Sub-Zone

This sub-zone is the area in which the traffic is steered and guided into and out of the diverted path around the work sub-zone. This is the most crucial sub-zone from safety angle as vehicles have to be guided on to the diverted path, and most of the movements will be of turning type. The elements for designing this sub-zone are speed of the vehicles, extent of lateral shift and elevation difference between the normal and the diverted paths. The essential safety measures shall include delineation of the travel path and prevention of wayward movements of vehicles by means of barricades, channelizers, red cones, and red lamps during hours of darkness etc., as appropriate.

In the design of this sub-zone adequate attention shall be paid for providing necessary turning radius of the curves, grade to permit for safe passage of animal driven vehicles, drainage and dust-proofing. Where necessary traffic control shall be effected through manual flagging and by battery operated traffic lights during hours of darkness. Where vehicles have to wait, the waiting area shall be demarcated by stop lines.

Length of the sub-zone will generally be between 50 and 100 m.

c) Work Sub-Zone

This is to the area where construction activity takes place, and the main concern relates to safety of workers are also prevention of public traffic from entering the work area. In this sub-zone, path of traffic shall be clearly delineated to avoid intrusion of public traffic moving on to the work area or construction equipment moving on to the public traffic. It shall be ensured that adequate distance is available between 2 consecutive work zones (2 Km. on urban section and 5-10 km. in rural sections) so that vehicles get sufficient breather space for overtaking slow vehicles, lane adjustment etc. Traffic across this sub-zone shall be guided through with the help of various traffic control devices, such as signs, delineation of travel path by cones/drums, barricades, luminous tapes etc. as appropriate.

d) Termination Sub-Zone

The sub-zone is intended to inform the road users of the end of the construction zone. This shall be effected through suitable inforamatory sign boards.

The standard on "Safety During Construction" may be referred for compliance.

3. Traffic Control Devices

Traffic control devices in the construction zones perform the crucial task of warning, informing and alerting drivers apart from guiding the vehicle movements so that the drivers of the vehicles as well as the workers on site are not faced with situations posing surprise/hazard, and safe passage to traffic is affected.

The primary traffic control devices used in work sub-zone are signs, delineators, barricades, cones, pylons, pavement marking, flashing lights etc. They shall be such that they are easily understood without any confusion, are clearly visible during day and night, conform to the prevailing speed in immediate vicinity, stable against sudden adverse weather conditions and are easy in installation, renewal and maintenance. Broad details of the different devices are hereunder:

a) Signs

The construction signs fall into 3 major categories namely, regulatory signs, warning signs and guide or informatory sign as defined and detailed in IRC:67-1977, Code of Practice for Road Signs. These signs shall be placed on the left hand side of the travel path.

The common Regulatory signs used in the construction zones are "No Entry", "Road Closed", "Speed Limit" etc. These shall be used in consultation with the local police and / or authorities.

The warning signs to alert the drivers of the possible danger ahead in the construction zones are "Lane Closed", "Diversion to other carriageway", "Divided carriageway Starts", "Divided carriageway End", "Two way Traffic" etc. It will be advisable to explain the signs with the help of a rectangular definition plate of size of appropriate to the size of warning triangle and placed 0.15 m below, from the bottom of the triangle.

Guide signs in construction zones shall different background colour than the normal informatory signs of IRC : 67-1977, These signs shall have black messages and arrows on yellow (Traffic Yellow of IS : 5-1978) background. The guide signs to e commonly used are "Diversion "Road Ahead Closed", "Sharp Deviation of Rout" etc.

The commonly used temporary signs during construction are depicted in the drawings. These should preferably be of reflectorised type to be visible during hours of darkness.

b) Delineators

Delineators are channelising devices such as cones, traffic cylinders, tapes, drums etc. which are placed in or adjacent to the roadway to guide the driver along a safe path and to control the flow of traffic. These shall normally be retro-refelectorised for night visibility. IRC: 79-1981 (Recommended Practice for Road Delineators) gives details of some of the delineators. The types of delineators commonly used are traffic cones, drums and barricades.

c) Traffic Cones

Traffic cones shall normally be 0.5 m to 0.75 m high and 0.3 m to 0.4 m diameter or in square shape at the base. These shall be made of plastic or rubber with retro reflectorised red and white band and have suitable anchoring so that they are not easily blown over or displaced. The cones shall be placed close enough together (spacing 3-9m) to give an impression of the continuity.

Larger sized cones shall be used for high speeds or where more conspicuous guidance is required.

d) Empty Bitumen Drums

Empty bitumen drums can be used as channelising device since they are highly visible, give the appearance of being formidable objects, thereby commanding the respect of the drivers. These drums can also be of plastic which are lighter, easy to transport and store. As delineators, these drums shall be painted in circumferential strips 0.10 m to 0.15 wide, alternatively in black and white colours.

e) Barricades

Whenever the traffic has to be restricted from entering the work areas such as excavations or material storage sites so that hazardous locations are barred for public and protection to workers is provided, or there is need for separation the two way traffic, barricades shall be used. The barricades may be of portable or fixed type and can be made of wooden planks, metal or other suitable material. The horizontal component facing the traffic shall be made of 0.30 m wide wooden planks joined together and painted in alternate yellow and white strips of 0.15 m width and sloping down at an angle of 45° in the direction of traffic. Suitable support or ballasting shall be provided so that they do not over turn or are not blown away in strong winds. In case of fixed type barricades, a gate or moveable section shall be separately provided to allow the movement of the construction/supervision vehicles.

f) Flagmen

In large construction sites, flagmen with flags and sign paddles shall be effectively used to guide the safe movements. The flags for signaling shall be 0.60m x 0.60m size made of good red cloth and securely fastened to a staff of approximately 1 meter in length. The sign paddles shall conform to IRC:67-1977 and provided with a rigid handle.

For one-way operation at a time hours of darkness, battery operated red/green lights shall be used at either end of the affected section.

4. Safety and Management Practices

Measures for providing safe movement of traffic in some of the most commonly occurring work-zones on highways shall be as follows:

a) Detour on Temporary Diversion

In certain situations during the project construction period it may become necessary to pass the traffic on temporary diversion constructed parallel to highway.

A temporary diversion road shall basically satisfy the following requirements

- ❖ It shall have smooth horizontal and vertical profile for easy negotiation by vehicles.
- ❖ It shall not get overtopped by flood or drainage discharge under any circumstances.
- ❖ It shall have adequate capacity to cater for the diverted traffic
- ❖ It shall be dust free and shall ensure clear visibility at all times of the day and night. Pavement and riding surface for the diversion will depend on

the duration over which the diversion will be used, and shall be as directed by the Employer. The commonly used specifications are mix seal surfacing over 150-200 mm thick WMM constructed on completed sub-grade.

- ❖ It shall be provided with the required safety standards and

The warning for the construction ahead shall be provided by the sign "Men at Work" about 1 Km. in advance of the work zone. In addition a supplementary plate indication "Diversion 1Km. Ahead" and a sign "Road closed Ahead" shall be placed. It shall be followed by "Compulsory Turn right/left sign". The "Detour" and sharp deviation" sign shall be used to guide the traffic on to the diversion. Hazard markers shall be placed where the railings for the cross drainage structures on the diversion start.

b) Switch over of traffic from widened section and vice-versa

In the course of construction widening of the carriageway will have to be taken up in course of construction widening of the carriageway will have to be taken up in stretches with intervening space between two such stretches. This will bring about the situations in which the traffic passing through the widened road would have to pass on and merge with the unwidened section and vice-versa. For such cases, apart from "Men At Work" signs with distance plate in the advance warning zone, the signs indicating "Road Narrowing" or "Road widening" as appropriate shall be installed.

5. Precautions for Safety

The following general precautions shall apply to all the work sites.

a) General Measures

- i) All the sign and delineators shall be maintained in clean and brightly painted conditions at all times.
- ii) Adequate lighting arrangements shall be made for proper visibility during night travel through the work area.
- iii) Adequate arrangements for frequent sprinkling of water shall be made to keep the area dust free.

b) For Safety of Workmen

- i) Workmen shall be trained in use of tools and plant.
- ii) Bitumen handling labour shall be given gum boots, spectacles etc.
- iii) First –aids kits shall be provided
- iv) Workers required on site during night hours shall be provided with fluorescent jackets with reflective tapes.

c) For Safety of Road User

- i) As far as possible, material, equipment and machinery shall be installed/parked in places sufficient away from the berms in the available road land. Only in avoidable cases the same is allowed near the edge of berms.
- ii) Machinery shall be parked at appropriate places away from the path of public traffic, and shall be provided with red flags and red lights.
- iii) Only minimum quantity of material required for the construction operations shall be collected at site near the public traveled way.

6. Safety Audit

Safety audit shall be conducted periodically on the safety measures adopted during the constructions operations. The main aspects to be covered shall include:

- a) Manpower and their safety
- b) Machinery
- c) Temporary works
- d) Equipment & Vehicles
- e) Material storage and handling
- f) Construction procedures
- g) Environment
- h) Site safety guidelines
- i) Miscellaneous services

The contractor shall constitute special teams from his staff for the above audit, and shall take appropriate corrective measures to the directions of the Employer.

SECTION 6
SECURITIES AND OTHER FORMS

SECTION 6: SECURITIES AND OTHER FORMS

- Form – 6A : Bid Security (Bank Guarantee)
- Form – 6B : Letter of Acceptance
- Form – 6C : Performance Securities Bank Guarantee
- Form – 6D : Performance Bank Guarantee (for Unbalanced Bids)
- Form – 6E : Form of Agreement

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Additional Security forms at this time. Only the successful Bidder will be required to provide Performance and Additional Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the works "**Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)**" (hereinafter called "the Works").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] having our registered office at _____ (hereinafter called "the Bank") are bound unto Road Infrastructure Development Company of Rajasthan Ltd (hereinafter called "the Employer") in the sum of Rs _____ lacs for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2022.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 12 of ITB;

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

This Guarantee will remain in force for 165 days i.e. upto and including 45 days after the Bid validity period (120 days) as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK

WITNESS _____ SEAL _____

[signature, name, and address]

Letter of Acceptance

To: [name and address of the Contractor]

[date]

Sub.: Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)

Dear Sirs,

1. It is hereby confirmed that your Bid received on _____ submitted to the Director, Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR), Jaipur for the work mentioned in the subject above has been accepted for and on behalf of the RIDCOR for an amount mentioned below on rates quoted by you and the terms and conditions as contained in the Bid Document and subsequently addendum/corrigendum issued.
2. The accepted amount of the bid for the above mentioned work in consideration, execution, completion etc. of works by you as prescribed in the Bid Document is Rs. (Rupees *In words*).
3. The date of start will be as defined in S. No. 5 of Contract Data.
4. The period of completion of whole work is as defined in S. No. 10 of Contract Data as Work Completion Date.
5. You are requested to please furnish the Performance Security in the form of Bank Guarantee/RTGS/NEFT/IMPS/FDR for an amount equal to 5% of the Contract price within 14 days of receipt of this letter, in accordance with Clause 26 of ITB and Clause 45 of GCC as defined in the Contract Data S. No. 17. The Bank Guarantee will be provided in the proforma given in the Bid Document.
6. You are also requested to sign and execute the Contract Agreement within 28 days, failing which action as stated in Para 25.3 of ITB will be taken.
7. You are requested to submit a detailed Construction Program including Traffic Management Plans as per Clause 25 of General Conditions of Contract, Section 3, Part-I within 21 days of receipt of this letter.

Yours faithfully,

Authorized Signatory
Name and Title of Signatory
Name of Agency

PERFORMANCE SECURITIES BANK GUARANTEE

To

Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)

701-706, 7th Floor, ARG Corporate Park, Gopalbari,

Ajmer Road, Jaipur-302001, Rajasthan, India

(the Employer)

Bank Guarantee No.-----dated ----- for Rs.-----

WHEREAS vide the “**Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)**” Contract Agreement dated ----- (hereinafter referred to as “the Contract”), _____ [name of Contractor] having its office at _____ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by Road Infrastructure Development Company of Rajasthan Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at 701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001, Rajasthan, India, (hereinafter referred to as the ‘Employer’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract agreement for the works “**Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)**”.

AND WHEREAS it has been stipulated by you in the Bid proposal and the said Contract Agreement that the Contractor shall furnish you a **Performance Guarantee** on or before the date of signing of the Contract, by a specified **nationalized bank** for the sum specified therein as security for compliance with the Contractor’s obligations in accordance with the Contract Agreement and against any breach or non-performance of the terms and conditions contained in the Contract;

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Performance Guarantee for a sum of **Rs _____ (Rupees _____ Only)** (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor’s obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

WE hereby agree to pay on demand the guaranteed amount without demur or protest by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract Agreement or of the Works to be performed there under or of any of the Contract Agreement 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.

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and laws of India shall be applicable. This guarantee shall be valid up to _____ (Expiry Date) which will be 12 months beyond the completion period after defect liability period for items covered therein after completion of work. We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time i.e. before Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

- a) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)
- b) this guarantee shall be valid up to _____ (Expiry Date) and
- c) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of _____, ____.

Signed and delivered by the above named _____ through its Authorised Signatory as authorised by its Board Resolution passed on _____/Power of Attorney dated [].

In the presence of

PERFORMANCE BANK GUARANTEE (FOR UNBALANCED BIDS)

To
Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)
701-706, 7th Floor, ARG Corporate Park, Gopalbari,
Ajmer Road, Jaipur-302001, Rajasthan, India
(the Employer)

Bank Guarantee No.-----dated ----- for Rs.-----

WHEREAS vide the “**Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)**” Contract Agreement dated _____ (hereinafter referred to as “the Contract”), _____ [name of Contractor] having its office at _____ (hereinafter referred to as the ‘Contractor’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by Road Infrastructure Development Company of Rajasthan Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at 701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001, Rajasthan, India, (hereinafter referred to as the ‘Employer’ which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract agreement for the works “**Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)**”.

AND WHEREAS it has been stipulated by you in the said contract agreement that the Contractor shall furnish you a **Performance Guarantee** for unbalanced Bids on or before the date of signing of the Contract, by a specified / **nationalised bank** for the sum specified therein as additional security for compliance with the Contractor’s obligations in accordance with the relevant Contract condition and against any breach or non-performance of the terms and conditions contained in the Contract;

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Performance Guarantee for a sum of **Rs _____ (Rupees _____ Only)** (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor’s obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

WE hereby agree to pay on demand the guaranteed amount without demur or protest by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract Agreement or of the Works to be performed there under or of any of the Contract Agreement 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.

The jurisdiction in relation to this Guarantee shall be the Courts at Jaipur and laws of India shall be applicable. This guarantee shall be valid up to _____ (Expiry Date) which will be 12 months beyond the completion period after defect liability period for items covered therein after completion of work. We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time i.e. before Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

- d) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)
- e) this guarantee shall be valid up to _____ (Expiry Date) and
- f) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of _____,_____.

**Signature
Date and place**

FORM OF AGREEMENT

GENTLEMEN

This agreement, made the _____ day of _____ 2023 between Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR), 701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur-302001, Rajasthan, India (hereinafter called “the Employer” which expression shall unless the context otherwise requires, include its successors and assigns) of the one part and _____ [name and address of contractor] (hereinafter called “the Contractor” which expression shall unless the context otherwise requires, include its successors and assigns) of the other part.

Whereas the Employer is desirous that the Contractor to execute the works “**Routine Maintenance Works on Phalodi-Pachpadra (PR-1) road in Rajasthan (Lot-1)**” (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price as given in this Contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract Agreement 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 the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract Agreement at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Contractor’s Bid
 - iii) Contract Data;
 - iv) Conditions of Contract Agreement (including Special Conditions of Contract);
 - v) Specifications;
 - ix) Any other document forming part of the Contract.

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

Signed, Sealed and Delivered by the said Employer through his authorized representative and the said Contractor through his Power of Attorney Holder:

FOR AND ON BEHALF OF
Road Infrastructure Development
Company of Rajasthan Limited
By

Witness:
1) Signature _____

Name _____

Address _____

AUTHORIZED REPRESENTATIVE

2) Signature _____

Name _____

Address _____

FOR AND BEHALF OF
M/s _____
By

1) Signature _____

Name _____

Address _____

AUTHORIZED REPRESENTATIVE

2) Signature _____

Name _____

Address _____

SECTION 7:

Bill of Quantities (BOQ)

for

Routine Maintenance Works on

Phalodi-Pachpadra (PR-1) road in

Rajasthan (Lot-1)

Bill of Quantities (BOQ) for Routine Maintenance													
Sr. No.	Item Description	Unit	Rates	HK-1 (207 - 307) Lot-3		HK-1 (307 - 407) Lot-4		HK-2 (0 - 103) Lot-5		HK-2 (103 - 207) Lot-6		PR-1 Lot-1	
				Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)
1	Dismantling structures & pavement including disposal of resulting material and/or salvaging useful materials complete as per Technical Specifications Clause 202.												
1.1	Flexible Pavement	Cum	263	0	0	105	27615	178	46814	536	141034	20	5260
1.2	Cement concrete Pavement	Cum	1308	0	0	0	0	191	250155	354	463523		
1.3	Granular base including Granular Sub Base (GSB) and drainage layer	Cum	224	0	0	0	0	100	22400	40	8960	50	11200
1.4	Rubble stone masonry in cement	Cum	354	0	0	0	0	0	0	35	12390	10	3540
1.5	Dry rubble stone masonry	Cum	238	0	0	0	0	0	0	0	0	10	2380
2	Roadway excavation including removal of unsuitable soil at embankment base necessary for construction of roadway & structural in all types of soil including marshy soil as also excavation of existing shoulders and median to designated widths and depths in existing roadway embankment for purpose of pavement construction including transportation and disposal of surplus and unsuitable material complete with all lead & Lifts as per Technical Specification Clause 301. (original ground level shall be taken after clearing/grubbing operation) - All type soil	Cum	89	0	0	50	4450	1354	120474	2398	213458	568	50552
3	Construction of embankment/ Sub-grade and earthen shoulders with approved materials, transporting to site, spreading, grading to require slope and compacted by vibratory roller 8 - 10 Tonne to meet requirement of table 300-2 as per MoRTH specification Clause No. 305. Complete in all respect as per direction of Engineer.												
3.1	Materials deposit at site from roadway cutting and excavation from drain and foundation of structure.	Cum	167	0	0	0	0	0	0	40	6680	568	94856
4	Construction of sub-grade and earthen shoulders with approved material transporting to site, spreading, grading to require slope and compacted by vibratory roller 8- 10 Tonne to meet requirement of Table 300-2 as per MoRTH specification Clause No.305												
4.1	Material obtained from borrow pits with all lifts and leads	Cum	308	50	15400	100	30800	358	110264	1260	388080	450	138600
5	Filling of median and island above road level with approved material brought from borrow pits, spreader sloped and compacted as per MoRTH specification Clause 408	Cum	338	0	0	0	0	188	63568	65	21801	50	16900
6	Providing and laying granular sub-base material having confirming to grading -V having P.I, not more than 6 including spreading in layers not exceeding 150 mm compacted thickness and consolidation by 8-10 tonne static weight vibratory roller to required camber and grade including cost of labour water and hire charge of machinery including T&P with all lead & Lift as per MoRTH specification Clause 401,table 400-1,400-2.												
6.1	Using 100% Crushed Material	Cum	1232	140	172480	170	209440	561	691152	109	134784	50	61600
6.2	Using 100% Natural Material	Cum	892	0	0	0	0	100	89200	10	8920	70	62440
7	Providing and laying, Spreading and compaction graded stone aggregate to Wet Mix Macadam specification including premixing the material with water at OMC in mechanical mix plant, carriage of mixed Material by tipper to site, laying in uniform layers and compacting with 8-10 tonne static weight vibratory roller to achieve the desired density complete as per MoRTH specification Clause 406, Table 400-12 400-13												
7.1	Base Course	Cum	1543	0	0	0	0	0	0	50	77150	20	30860
7.2	Pothole Repair	Cum	1543	0	0	0	0	120	185160	80	123440	90	138870
8	Providing and laying a mixture mineral aggregate, slow setting cationic polymer modified bitumen emulsion, water and additives, if needed, proportioned, mixed and uniformly spread over a previously prepared surface, on alligator cracks, disintegration on existing bituminous surfacing after necessary cleaning of surface, removing of dust/debris/loose material etc. as per MORTH specification clause 512 or as directed by Engineer.	Sqm.	70	2000	140000	4900	343000	3600	252000	6000	420000	10797	755790
9	Providing and applying primer coat over prepared surface or granular base with bitumen emulsion SS-1 as per IS 8887 & manufacturers specifications @ 7-10kg/10 Sqm with a self propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures as per MoRTH specification Clause 502 & 112 (including cleaning of road surface).	Sqm.	37	0	0	0	0	0	0	0	0	100	3700
10	Providing and applying tack coat on the prepared surface with bitumen emulsion RS-1 as per IS 8887 & manufacturer specifications @ 2-3Kg / 10 Sqm. With a self propelled or towed bitumen pressure sprayer equipped for spraying the material uniformly at specified rates and temperatures as per MoRTH specification Clause 503 & 112 (including cleaning of bituminous road surface)	Sqm.	13	13600	176800	3250	42250	0	0	0	0	22532	292916
11	Providing and laying Dense Bituminous Macadam on prepared surface with specified graded crushed aggregate as per table-500-10 grading-II and design mix for base/binder course including loading of material with front end loader, heating of binder (including cost of anti-stripping compound wherever required) aggregate and filler in hot mix plant 40-60 TPH. Transporting the mix material with tipper and laying with sensor paver finisher (as per clause 501.5.3) to the required level grades and rolling with vibratory compactor 80 to 100KN and pneumatic tyred roller 120-150 KN, TP=0.56 Mpa to achieve the desired density (approved by the department) but excluding cost of primer/tack coat (MoRTH Specification : Clause 502, 503 & 112).Grading II (26.5 mm nominal size) - Bitumen @ minimum 4.5% of mix using VG-40 thickness 50-75 mm. (Binder content as per approved job mix, no extra payment of bitumen admissible as per approved job mix)	Cum	9672	0	0	0	0	0	0	0	0	15	145080
12	Providing and laying bituminous concrete as per design mix on prepared surface with specified graded stone as per table-500-17 for wearing course including loading of aggregate with front end loader and hot mixing of binder (including cost of anti-stripping compound wherever required) and aggregates in hot mix plant 40-60 TPH. Transporting the mix material with tipper and laying with sensor paver finisher (as per clause 501.5.3) to the required level grades and rolling with vibratory compactor 80 -100KN and pneumatic tyred roller 120-150 KN, TP=0.56 Mpa to achieve the desired density (approved by the department) excluding cost of primer/tack coat (MoRTH Specification : Clause 507 & 112) Grading-II (13.2 mm Nominal size) - Bitumen @ minimum 5.4% of mix using VG-40 thickness 30-40 mm. (Binder content as per approved job mix, no extra payment of bitumen admissible as per approved job mix)	Cum	11262	0	0	0	0	0	0	0	0	15	168930

Sr. No.	Item Description	Unit	Rates	HK-1 (207 - 307) Lot-3		HK-1 (307 - 407) Lot-4		HK-2 (0 - 103) Lot-5		HK-2 (103 - 207) Lot-6		PR-1 Lot-1	
				Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)
13	Providing and laying seal coat for sealing the voids in a bituminous surface laid to the specified levels, grade and cross fall, including cleaning and rolling with a smooth wheeled roller 8-10 tonne capacity finished to required level and grades, complete as per MoRTH specification clause 511 Type A - comprising of 11.2 mm to 2.36 mm size aggregate @ 0.09 Cum per 10 Sqm and bitumen binder VG-30 @ 9.8 kg / 10 Sqm complete	Sqm	74	8550	632700	3250	240500	8000	592000	0	0	22532	1667368
14	Providing and laying seal coat for sealing the voids in a bituminous surface laid to the specified levels grade and cross fall, including cleaning and rolling with a smooth wheeled roller 8-10 tonne capacity finished to required level and grades, complete as per MoRTH specification clause 511 Type B - comprising of 2.36 mm to 180 micron size aggregate @ 0.06 Cum per 10 Sqm and bitumen binder VG-30 @ 6.8 kg / 10 Sqm complete	Sqm.	52	3900	202800	0	0	0	0	0	0		
15	Filling potholes and patch repairs with bituminous concrete, with varying thickness preferably 30/40 mm with removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides @ 2-Kg/10 Sqm and base of excavation as per Clause 503 back filling the potholes with hot bituminous material using VG-30 grade bitumen @ 5.4% of total mix & mixed in hot mix plant 40-60 TPH capacity and carriage with all leads & lifts, compacting with Vibratory roller 8-10 tonne, trimming & finishing the surface to form a smooth continuous surface, all as per MoRTH specification Clause 3004.2	MT	4897	600	2938200	186	910842	300	1469100	600	2938200	500	2448500
16	Providing and laying First class brick masonry (Minimum 10.5 Mpa) in cement Mortar 1:3 up to a depth of 1.5 below ground and 1.5 m from bed/ground level (MORTH specification, clause 1003/1300)	Cum	4987	45	224415	35	174545	49	245401	0	0	10	49870
17	Random Rubble Stone masonry work in cement mortar 1:4 for foundation / substructure including staging and treatment of joints complete as per drawing, Technical Specification Section 1400 and as directed by the Engineer.-Bridge/Culvert/Drain/Walls.	Cum	3866	250	966500	0	0	201	778351	757	2928394	531	2053928
18	Provide plaster with Cement mortar (1 : 3), complete as per Technical Specification Section 1300 and as directed by the Engineer.												
18.1	25mm Thick.	Sqm.	160	1200	192000	2700	432000	750	119987	150	23949	215	34400
18.2	12mm Thick.	Sqm.	138	800	110400	400	55200	0	0	0	0	50	6900
19	Providing and laying reinforced cement concrete pipes N.P.4 for culverts including jointing ends and fixing collar with cement mortar 1:2 [MoRTH Specification - Clause - 1000/2900]												
19.1	1200mm Dia.	LM	11144	0	0	0	0	0	0	0	0	0	0
19.2	1000mm Dia.	LM	10000	0	0	0	0	70	700000	120	1200000	0	0
19.3	900mm Dia.	LM	8792	0	0	0	0	0	0	0	0	30	263760
19.4	600mm Dia.	LM	5984	0	0	0	0	0	0	0	0	60	359040
19.5	300mm Dia.	LM	3966	0	0	0	0	0	0	0	0	30	118980
20	Structural plain/reinforced cement concrete in foundation/Substructure including cost of all material ,formwork ,shuttering ,labour, Mechanically mixing, transportation, placing, vibration ,curing ,etc. Excluding reinforcement complete as per drawing and Technical specification Section 1500, 1700 & 2100												
20.1	M-15 Grade	Cum	5109	4	20436	5	25545	324	1655986	166	850281	63	320845
20.2	M-20 Grade	Cum	5553	4	22212	7	38871	4	22906	0	0	10	55530
20.3	M-25 Grade	Cum	6133	0	0	0	0	54	329959	7	40249	32	193190
20.4	M-30 Grade	Cum	6318	35	221130	23	145314	365	7302911	348	2200559	10	63180
20.5	M-35Grade	Cum	6511	0	0	0	0	0	0	0	0	0	0
20.6	M-40 Grade	Cum	6837	0	0	0	0	0	0	0	0	0	0
21	Thermoplastic pavement marking with hot applied thermoplastic material for road marking with surface application of glass beads at specified rate complete as per drawing, Technical Specification Clause 803 and as directed by the Engineer. Thermoplastic marking with material conforming to Clause 803.4 of MoRTH having TiO2 (for white) minimum 10% and soften point 102.5 ± 9.5 °C - Lane Centreline, Edge, pedestrian crossing marking and other marking along strips & letters												
21.1	Including Material, Application, Labour Charge Complete Item	Sqm.	440	650	286000	400	176000	2000	880000	2000	880000	7830	3445200
22	Painting with superior grade enamel paint of approved quality to give an even shade including writing lettering figuring etc. complete as per IRC standards of-												
22.1	5th Km Stone	Each	266	12	3192	0	0	0	0	0	0	30	7980
22.2	Km Stone for ODR & MDR	Each	169	4	676	0	0	0	0	0	0	115	19435
22.3	200 M Stone & Boundary stone	Each	62	0	0	0	0	0	0	0	0	350	21700
23	Painting two coats including primer coat after filling the surface with synthetic enamel paint in all shades on plastered / concrete surfaces as per drawing and technical specification, IRC & IS Standards												
23.1	New Surface	Sqm.	108	620	66960	380	41040	0	0	0	0	310	33426
23.2	Old Surface	Sqm.	98	0	0	1650	161700	12291	1204469	2140	209720	7400	725200
24	Painting two coats of ready mix paint including primer coat of approved brand on steel surface after though cleaning of surface to give an even shades per drawing and Technical specification , IRC & IS Standards MORT&H Clause 1906	Sqm.	159	1000	159000	1600	254400	1078	171402	510	51090	450	71550
25	White washing with lime to give an even shade at parapets,kerbs,railing,trees,boundary stone , guard etc. Including scaffolding all complete as per IRC & IS Specifications.												
25.1	New work (two or more coats)	Sqm.	13	450	5850	450	5850	0	0	0	0	50	650
25.2	Old work (two or more coats) including scrapping old surface and repairing with whitening where ever necessary	Sqm.	7	450	3150	450	3150	0	0	0	0	100	700
26	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding as per IRC & IS Specifications												
26.1	New work (two or more coats) over and including scrapping and priming coat with cement primer	Sqm.	125	1100	137500	600	75000	0	0	0	0	50	6250
26.2	Old work (two or more coats) including scrapping old surface and necessary repair- Colour Change	Sqm.	42	1600	67040	3500	146650	0	0	0	0	150	6285
27	Supply and fixing of Micro Prismatic type Retro-Reflective Stickers Type-4 100mm dia size in different colour (Red,Amber,Green,White,etc.), including pasting on backside of vehicle complete	Each	16	4500	72000	4000	64000	250	4000	250	4000	1250	20000
28	Supplying and fixing Cut stones including earth work, cement concrete 1:4:8 engraving letters and numerals, as per IRC standard design												
28.1	Km Stone for NH, SH & MDR	Each	2485	60	149100	0	0	82	203770	80	198800	70	173950
28.2	5th Km Stone	Each	4081	14	57134	0	0	20	81620	20	81620	25	102025
28.3	200 Meter	Each	710	356	252760	0	0	400	284000	400	284000	350	248500
28.4	Guide stone (size 15 x 15 X120 cm)	Each	710	0	0	0	0	60	42600	30	21300	2	1420

Sr. No.	Item Description	Unit	Rates	HK-1 (207 - 307) Lot-3		HK-1 (307 - 407) Lot-4		HK-2 (0 - 103) Lot-5		HK-2 (103 - 207) Lot-6		PR-1 Lot-1	
				Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)
29	Supply & Fixing cement concrete pre cast kerb or dand upto 60cm, Length over 20mm thick base of cement mortar 1:4 including jointing earth work, pointing and jointing with cement mortar 1:4 of size - (20x25)/2x30cm including cost of M-20 mix dand/kerb complete as per MORT&H & IRC Specification.	LM	605	0	0	0	0	327	197835	50	30250	220	133100
30	Re-Fixing of Existing cement concrete pre cast kerb or dand upto 60cm, Length over 20mm thick base of cement mortar 1:4 including dismantling & Cleaning of existing surface, jointing earth work, pointing and jointing with cement mortar 1:4 of size including cost of M-20 mix dand/kerb complete -(20x25)/2x30cm as per MORT&H & IRC Specifications.	LM	74	0	0	0	0	287	21238	50	3700	150	11100
31	Providing and laying 300x300x25mm precast cement concrete chequered tile of grade M20 in ordinary grey cement without chips laid in cement mortar 1:3 over 150 mm compacted granular sub-base as per Clause 401 and 25 mm thick cement concrete M15 grade including pointing of tiles with neat cement all complete for footpath/ Wall median/junctions/islands etc. as per drawing , MORT&H & IRC Specifications and as directed by the Engineer.	Sqm.	558	100	55800	50	27900	86	47709	25	13950	10	5580
32	Providing stone slab covering over drains including filling of joints in cement sand mortar 1:3 with 35mm thick cement concrete flooring 1:2:4 mix complete with good finish with stone slab 60 to 75 mm thick average as per MORT&H & IRC Specifications	Sqm.	514	50	25700	50	25700	320	164480	50	25700	10	5140
33	Providing and laying pitching slopes complete as per drawing and technical specification (MORTH specification clause : 2504.2.1 , and per IRC-18)- With RR stone, Weighing not less than 40 kg thickness not less than 150 mm (specification gravity not less than 2.65)	Cum	1018	0	0	0	0	0	0	0	0	0	0
34	P & F Delineator with 30 Cm. outer die RCC Hume pipe NP-2 (As per IS-458/1971) pipe 1.0 M. Long 40 cm. embedded in cement concrete (1:4:8) block of size 50x50x40 cm. Including excavation upto 40 cm depth. The inside of pipe shall be filled with C.C. (1:4:8) stone grit max size 20 mm or less upto the top semi-circular humping ,The pipes shelled be painted white/black with enamel paint fitted with red reflector three Nos, of 7.5 cm die on each side, complete	Each	811	0	0	0	0	0	0	0	0	20	16220
35	Repair of Poles, frames of sign boards/SOS phones/blinkers/delineators at road side including cutting welding and refixing as per directions but excluding painting and lettering	Each	555	160	88800	250	138750	25	13875	15	8325	50	27750
36	Repair of road side cuts by earthen bags using empty gunny bag or cement bag including filling by dry sandy soil or local dry soil, transporting and fixing properly at site as per direction by Engineer.	Nos.	32	2000	64000	1500	48000	100	3200	20	640	1200	38400
37	Restoration of rain cuts with soil, Morrum, gravel or a mixture of these including all leads lifts and cost of arrangement of land, clearing the loose soil, benching for 300mm width, laying fresh material in layers not exceeding 250mm loose and compacting with plate compactor or power rammer to restore the original alignment levels & slope complete as per MoRTH specification 3002	Cum	183	1000	183000	500	91500	500	91500	550	100650	10000	1830000
38	Clearing road side/Median open lined/ pucca drains/covered drains/ gratings, channels and Galis etc. of all sizes and bring them to original shape, drainage capacity including disposal of sediments, extraneous debris & vegetation growth blocking the free flow from site outside ROW with all leads and lifts complete in all respects as directed by the Engineer in charge and as per Additional Maintenance Standard clause no.6.12.1), (Frequency of cleaning will be twice in year i.e. before and after monsoon). Maintenance of drain as per MoRTH specification clause 201 & 2800.	RM	62	0	0	0	0	8000	492800	150	9240	300	18480
39	Supplying of Dewatering Pumps (5-15 HP) during Monsoon Rains, Rates are inclusive of cost of fuel , maintenance ,transportation to the site & operator complete.	Per Hour	366	20	7320	40	14640	50	18300	25	9150	30	10980
40	Supply of Tractor including brommer/grader for shoulder cleaning loose river sand with Operator & Diesel as and when required as per the directions of Engineer-In-Charge	Per Hour	531	60	31860	40	21240	150	79650	15	7965	40	21240
41	Supply of Tractor including brommer/grader for shoulder cleaning loose river sand with Operator & Diesel as and when required as per the directions of Engineer-In-Charge	Per Day (8 Hrs)	3657	40	146280	35	127995	25	91425	10	36570	24	87768
42	Supply of Tractor With trolley for Transportation of materials including Operator, Diesel & all maintenance , as and when required as per the directions of Engineer-In-Charge	Per Hour	561	30	16830	20	11220	0	0	20	11220	50	28050
43	Supply of Tractor With trolley for Transportation of materials including Operator, Diesel & all maintenance , as and when required as per the directions of Engineer-In-Charge	Per Day (8 Hrs)	3597	40	143880	20	71940	50	179850	30	107910	24	86328
44	Supply of JCB including Operator, Diesel & all maintenance as and when required as per the directions of Engineer-in-Charges	Hour	1200	10	12000	10	12000	20	24000	10	12000	10	12000
45	Supply of JCB including Operator, Diesel & all maintenance as and when required as per the directions of Engineer-in-Charges	Per Day (8 Hrs)	6400	24	153600	24	153600	24	153600	24	153600	24	153600
46	Providing and fixing of precast concrete interlocking blocks of M 30 grade manufactured from fully computerised automatic stationery hydraulic vibropressed machine and fully computerised automatic batching plant of class A1/A2 as per BS 6717:2001. The CC interlocking paving blocks be laid on average 50mm, thick bed of coarse sand and the joint is to be filled with fine sand. Laying procedure on compacted sub-base as defined. Complete job is to be executed as per the instruction of Engineer In charge. The rates to be inclusive of all Lead, Lifts and taxes. General specification of blocks: 1) Shape as defined by Engineer in charge 2) Tensile splitting strength and braking load as per BS 6717:2001 3) Colour: Grey cement natural colour 4) Variation in dimension: Less than 1.6mm. 5) Variation in thickness: Less than 3.2mm 6) Abrasion: As per BS: 6717:2001												
46.1	60 mm thick M-35 Grade	Sqm.	745	0	0	0	0	1000	745000	0	0	0	0
46.2	80 mm thick M-40 Grade	Sqm.	971	70	67970	50	48550	0	0	0	0	0	0
46.3	100 mm thick M-50 Grade	Sqm.	1172	0	0	0	0	700	820400	300	351600	150	175800
47	Trim or prune trees and vegetation ,remove undesired tree/ branches of trees/vegetation and debris ,cut and trim vegetation hedge upto a height of 2.5m and upto 2 m width from the edge of the paved shoulder / carriage way, removal of vegetation from the front of road furniture ,signages & shouldiers as described by the engineer manually/mechanically with suitable tools, disposing of cut tree branches/shrubs/debris suitably with all lead & lifts as specified by Engineer (generally twice a year i.e. after rainy season & in Feb/Mar). The Linear Measurements will correspond to 2 Lane with Paved Shoulder/ 2 Lane highway only on one side (i.e L.H.S or R.H.S of the Highway) as per actual site condition.	L-KM	3000	30	90000	150	450000	170	510000	140	420000	180	540000

Sr. No.	Item Description	Unit	Rates	HK-1 (207 - 307) Lot-3		HK-1 (307 - 407) Lot-4		HK-2 (0 - 103) Lot-5		HK-2 (103 - 207) Lot-6		PR-1 Lot-1	
				Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)
48	Trim or prune shrubs on medians including cleaning / removing undesirable vegetation/debris, removal of vegetation from the front of road furniture, signages as described by the engineer manually/mechanically with suitable tools, disposing of vegetation/shrubs/debris suitably with all lead & lifts as specified by Engineer (generally twice a year i.e. after rainy season & in Feb/Mar).												
48.1	Median Width upto 2m (including kerbs)	R-Km	3000	0	0	0	0	1	3000	1	2700	5	15000
48.2	Median Width 4m to 5m (including kerbs)	R-Km	6000	0	0	0	0	0	0	0	0	0	0
49	Providing and Fixing in position HYSD /TMT reinforcement including cutting, bending etc. Complete as per drawing and technical Specification laps, chairs and wastage shall be included in the rate and shall not be considered in the measurement as per MORT&H section 1900.	MT	77077	5	385385	8	616616	40	3112369	24	1830779	2	154154
50	Plantation of Avenue trees including digging & backfilling of Pits - 120x120x120 cmc size with good agricultural earth soil, including all lead & lift and providing & Fixing of FYM 10 kg per pit, Methyl Parathion Dust fertilizer 2% 50gm per pit and watering of plants once required at the time of plantation (25 litre) as per the direction of Engineer.	Per Pit	177	150	26550	200	35400	500	88500	300	53100	850	150450
51	Providing required plants as mentioned below complete in all respect in proper size of 1m to 1.5m clear height above ground level and packing (1) Neem (2) Amaltas (3) Jharkhanda (4) karan (5) Sheesham (6) Siras (7) Gulmohar (8) Sainjana (9) Peepal (10) Kadamb (11) Papdi. All plants Shall be supported by bamboo stick.	Nos.	150	150	22500	200	30000	400	60000	200	30000	850	127500
52	Maintenance of avenue/median plants by the contractor including of watering, preparation of Thavala, Hoeing ,Weeding, pruning, application of insecticides, security, if the plant die during maintenance contractor has to replace same height plant at his own cost, maintaining bamboo supports etc. complete in all respect	per plant per month	20	3100	62000	1700	34000	900	18000	500	10000	850	17000
53	Supply & Laying of bituminous cold Mix Material prepared by mixing of cutback bitumen 4 to 6% and fine aggregate as per specifications provide in Kandhal Mix (Capacity : 50 Kg/bag) as per MORT&H Specification clause 518 .	Bags	689	60	41340	75	51675	250	172250	300	206700	500	344500
54	P&F 20 to 25 mm thick polished Kota stone flooring over 20 mm thick base of cm. 1:4 (1-cement:4-coarse sand) and jointed with grey cement slurry including rubbing complete in all respect as per IRC & IS Standards.	Sqm.	1093	150	163950	100	109300	63	69187	0	0	0	0
55	Provision of Metal Drum/ Empty Bitumen Drum Delineator , 300mm In Diameter, 800MM high , filled wit earth for stability , Painted in Circumferential strips of alternate Black & White 100mm wide fitted with reflector 3Nos of 7.5Cm dia, all as per IRC SP55 2001.	Each	555	20	11100	60	33300	30	16650	25	13875	100	55500
56	Removal of existing sealant and resealing of contraction / longitudinal or expansion joints in concrete pavement with fresh sealant material hot poured rubberized bitumen or cold polysulphide type as per clause 602.2.B with appropriate type of primer complete as per MORT&H specification clause 3005.2 & 2600	RM	170	0	0	0	0	100	17000	0	0	0	0
57	Providing and fixing steel gate grating and grills made of angles / Tees , square bars or other flats black pipes with hold fast and fittings complete as p-er designed and drawing including cutting , welding and fabrication with priming coat of red oxide .	Kg.	93	120	11160	240	22320	550	51150	0	0	100	9300
58	Pointing of any design with cement mortar 1:3 on brick / stone work at any level as per MORT&H Specification 1600 .	Sqm.	79	0	0	0	0	0	0	0	0	50	3950
59	Providing & Fixing Complete Single metal beam crash barrier made out of cold rolled steel strip W profile of 3 mm thick having a minimum yield strength of 2400 kg/sqcm, width of 312mm and depth of corrugation as 83 mm hot dip galvanized of zinc coating @ 550 gm/sq.m. The post and spacer channel is made out of cold rolled channel 150x75x5 mm having minimum yield strength of 2400 kg/sqcm and hot dip galvanized of zinc coating @ 550 gm/sq.m. The total length of post shall be 1900 mm and minimum height of post above foundation shall be 800 mm. The length of spacer channel shall be 330 mm. Job includes neatly fixing new post @ 2m C/C in cement concrete of M20 grade complete (cost included) as directed by the Engineer including fasteners and fixing etc. complete in all respect, as per MoRT&H Specification 811.3 & IS 1364 & IS1367.	LM	3123	230	718290	0	0	205	640215	0	0	730	2279790
60	Providing & Fixing Complete Double metal beam crash barrier made out of cold rolled steel strip W profile of 3 mm thick having a minimum yield strength of 2400 kg/sqcm, width of 535 mm and depth of corrugation as 83 mm hot dip galvanized of zinc coating @ 550 gm/sq.m. The post and spacer channel is made out of cold rolled channel 150x75x5 mm having minimum yield strength of 2400 kg/sqcm and hot dip galvanized of zinc coating @ 550 gm/sq.m. The total length of post shall be 1900 mm and minimum height of post above foundation shall be 800 mm. The length of spacer channel shall be 330 mm. Job includes neatly fixing new post @ 2m C/C in cement concrete of M20 grade complete (cost included) as directed by the Engineer including fasteners and fixing etc. complete in all respect.	LM	4867	0	0	0	0	0	0	0	0	0	0
61	P&L Precast Dense Cement Concrete (Vibro pressed) Drain section block of different size as per approved drawing and section block of different size approved drawing and design and strength as per IS code:2185 Part-I of grade "D"(5.00mm) proper quality of additive/ Admixture like plasticizer etc added to produce high quality and durable drain section blocks of "L" shape, "U" shape etc. as per approved designed and drawing complete with fixing and jointing in C.M. 1:4 in proper grade and level complete in all respect including earth work and disposal of surplus earth within 0.5km lead . (including Reinforcement & Transportation etc.)												
61.1	115MM Thick	Sqm.	1344	0	0	0	0	0	0	0	0	0	0
62	Providing and laying 25mm Thick mastic asphalt wearing course with paving grade Bitumen / Industrial grade Bitumen meeting the requirement given in Table 500-39,40,41,42 prepared by using mastic cooker and laid to required level and slope after cleaning the surface including providing anti-skid surface with bitumen pre-coated fine grained hard stone chipping of 13.2mm nominal size at the rate of 0.005 cum per 10 Sqm and at an approximate spacing of 10cm center to center in both directions, pressed in to surface when the temperature of surfaces is not less than 100C, protruding 1mm to 4mm over mastic surface, all complete as per MoRT&H specification Clause 516	Sqm.	649	0	0	0	0	0	0	0	0	10	6490

Sr. No.	Item Description	Unit	Rates	HK-1 (207 - 307) Lot-3		HK-1 (307 - 407) Lot-4		HK-2 (0 - 103) Lot-5		HK-2 (103 - 207) Lot-6		PR-1 Lot-1	
				Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)	Qty	Amount (in Rs.)
63	Supply & Fixing of Glare Blocker of M20 grade including reinforcement (Main Reinf-10mm & Distri. Reinf-8mm) as per specification/attached drawing with complete finishing, painting with cement paint of approved make and shade, including cost of foundation transportation and unloading of glare blocker at site complete in all respect as directed by Engineer-in-charge.	Nos.	3082	0	0	0	0	0	0	0	0	0	0
64	Construction of dry lean cement concrete Sub- base over a prepared sub-grade with coarse and fine aggregate conforming to IS: 383, coarse aggregate 25.5mm nominal size aggregate cement ratio not to exceed 15:1, aggregate gradation after blending to be as per table 600-1, cement content not to be less than 150 kg/ cum, optimum moisture content to be determined during trial length construction, concrete strength not to be less than 10 Mpa at 7 days, mixed in a batching plant, transported to site, laid with a paver with electronic sensor, compacting with 8-10 tonnes vibratory roller, finishing and curing, as per MoRTH Specification cl. 601.	Cum	3107	0	0	0	0	307	953072	118	367014	0	0
65	Construction of un-reinforced, dowel jointed, plain cement concrete pavement over a prepared sub base with OPC 43/53 grade cement, coarse and fine aggregate (table 600-2 & 600- 3) conforming to IS 383, maximum size of coarse aggregate 31.5mm nominal size mixed in a batching and mixing plant as per approved Mix design to achieve required design mix grade of controlled concrete, transported to site, laid with a fixed form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler bord, separation membrane, sealant primer, joint sealant (Table 600-4), debanding strip, dowel bar (IS : 432 Grade-I), tie rod (IS : 1786 Fe500 or IS : 432 Grade-I), admixtures (IS : 9103 & IS : 6925) as approved, curing compound, finishing to lines and grades as per drawing including joint cutting & texturing etc complete as per MoRTH Specification cl. 602 (with flexural strength minimum 4.5 MPa or M-40 Grade of concrete with minimum cementitious material -400Kg).	Cum	7857	0	0	0	0	601	4718129	236	1856216	0	0
Total				Total Amount	98,25,150		57,83,808		2,64,94,033		1,96,35,237		2,08,68,406