



**Repair & Rehabilitation of structures at
Ch. Km 371+200, 382+900 & 350+500
on Hanumangarh-Ratangarh Road in
Rajasthan**

**TENDER DOCUMENT FOR
OPEN COMPETITIVE
BIDDING**

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

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Jaipur – 302 001

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E-Mail : office@ridcor.in

May, 2023

ONLINE TENDER INVITATION

RIDCOR invites online post qualification competitive tender for “Repair & Rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road in Rajasthan” from eligible bidders. Tender shall only be submitted through online tendering 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 tendering process.

The schedule of dates is as follows:-

S. No.	Schedule	Date	Time
1.	Document Download Start Date	10.05.2023	11.30 a.m.
2.	Tender Submission Start Date	10.05.2023	11.30 a.m.
3.	Tender Submission End Date	17.05.2023	06.00 p.m.
4.	Technical Tender Opening Date	18.05.2023	11.30 a.m.
5.	Financial Bid Opening Date	To be conveyed later	

Detail of tender:

Sr. No.	Name of work	Approx. value (Rs. in Cr.)	Bid Security (Rs. in Lacs)	Tender Fee
1.	Repair & Rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road in Rajasthan	3.0	6.0	Rs. 11,800/- (incl. GST) as tender fee (non-refundable) and Rs. 2,000/- as processing fee

Terms & conditions of Tender

Tenderers should read these conditions and the tender document for Technical part and financial part carefully and comply strictly while submitting their tenders.

1. Tender shall be submitted online only through www.eproc.rajasthan.gov.in
2. No physical/offline Tender/bid shall be accepted.
3. The Bid Security, Tender Fee and Processing Fee of RISL shall only be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer/Bank Guarantee. The details of unit bank account for payment of Bid Security, Tender 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 ISFC Code : PUNB0216400

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

4. Tenderer/Bidder should specifically mention UTR No. (Unit Transaction Reference) in their bid.
5. The time period for completion of the work is 3 months from the date of signing of the contract agreement.
6. RIDCOR reserves right to cancel the Tender without assigning any reason to the Bidder or anyone else.
7. Conditional Tender and casual letters sent by the contractors will not be accepted.
8. Any representation after opening of tenders shall be ignored. These parties may be debarred from tendering in future for a specific period.
9. Tenderer are requested to read the instructions in the Tender Document, visit the site before submitting the Tender/Bid online.
10. CEO/Manager/Head Operation (RIDCOR) reserves the right to finalize the bid in the interest of the Company and such decision shall be final and binding on the tenderers.
11. CEO/Manager/Head Operation (RIDCOR) reserves the right to accept any tender not necessarily the lowest tender and reject any tender without assigning any reason thereof.
12. The tenderer shall not assign or sublet his tender or any part thereof to any other agency without prior written approval of authorized representative of RIDCOR.
13. The tenderer who is registered under the GST & having valid GST No., shall only be eligible to submit the bids. The GST number should be indicated.

14. The tenderer shall indicate Permanent Account Number issued by the Income Tax Authority. The successful bidder has to submit KYC documents before award of the work.
15. The rates quoted would be binding upon the tenderer. The rates are inclusive of all duties, taxes, Transit Insurance, Freight Charges, installation, commissioning, loading/ unloading and any other item incidental to work. Any deviation from the same shall be specifically mentioned in the offer of the Agency to work out the total cost for the Item accurately.
16. **All the enclosed documents, Performas, annexures, appendices, certificates etc. should be digitally signed by the tenderer & must be submitted online at www.eproc.rajasthan.gov.in**
17. **Refund of Bid Security:** The Bid Security of unsuccessful/non-responsive/rejected Bidders other than the evaluated responsive lowest three Bidders will be returned within 30 days of the completion of the bid evaluation process. The Bid Security of two of the lowest three Bidders, other than the successful Bidder, shall be returned after signing of the Contract Agreement with the successful Bidder.
18. **Forfeiture of Bid Security:** The Bid Security will be forfeited in the following cases:
 - (i) When tenderer withdraws or modifies the offer after opening of tender.
 - (ii) When tenderer does not submit the undertaking within the specified time.
19. Successful tenderer will have to execute contract agreement on requisite non-judicial stamp papers as per GoR stamp Act
20. **Performance security:**
 - (i) The successful tenderer shall submit performance security amounting to 5% of total cost of work 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).

The performance security may also be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer in the name of RIDCOR.
 - (ii) The bid security deposited at the time of tender 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.
 - (iii) No Interest will be paid by the Company on security money.
 - (iv) The performance security shall be released after 45 days beyond completion of defect liability period of 60 months after successful completion of work. If, the contractor fails to submit performance security/ execute contract agreement within the prescribed time frame, a penalty of Rs. 5000 per day plus applicable GST shall be levied to the contractor until submission of performance security/ signing of contract agreement, as the case may be. The successful bidder shall pay the expenses of completing and stamping 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 termination of contract.

21. Agency is advised to visit the tentative Locations on the Project Package before quoting their rates for the work and fully satisfy themselves regarding the Condition of Site, availability of material, distance of quarries and availability of Water, Electricity and other resources required for the execution of work. No additional cost shall be paid to the contractor beyond BOQ rates or any claim beyond accepted approved rates.
22. Bids shall be valid for a period of 120 days from the date of opening of technical bid.
23. In the event of disagreement between RIDCOR and the approved Contractor the matter will be referred to the CEO/Manager/Head Operation-RIDCOR, whose decision shall be final.
24. In case of any discrepancy whatsoever, the decision of the CEO/Manager/Head Operation, 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.
25. All legal proceedings, if any, arising out of this tender shall have to be filed in courts with jurisdiction in Jaipur only.
26. All taxes including GST to be included in the rates.
27. Project Manager will be administrator of this contract agreement. Work shall be executed under the supervision of RIDCOR representatives and payment shall be released based on the certification by the Project Manager.
28. CEO/Manager/Head Operation, RIDCOR is empowered to approve all the time extensions, variations in the contract, waiving off penalty and issue of change of scope as per site requirement on the merit of the case. They are also empowered/authorized to award the work on any other stretch also in RIDCOR on the same terms & conditions to any Agency.

**CEO
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 tender will be altered/changed.

Date:

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

TENDER FORM

Subject: “Repair & Rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road in Rajasthan”

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

.....
.....

Contact Name: Designation

Tel. No. Fax E-Mail

Mobile No.

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

2. Reference of the Tender Notice: -

3. Address to: - RIDCOR

4. Last Date for submitting tender online through www.eproc.rajasthan.gov.in:
17.05.2023 (6:00 P.M.)

5. We agree to abide by all the terms and conditions mentioned in the above referred tender notice, issued by RIDCOR, and also the terms and conditions of the said Tender form (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. The information required for Technical part as per the tender document with regard to eligibility are also attached herewith.

7. The financial bids of only those bidders will be opened who are found responsive/ technically eligible in evaluation of technical bids.

The Financial part of the tender 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 18.05.2023. Date of opening of financial bid shall be notified at www.eproc.rajasthan.gov.in

Date:

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

CONTENTS

1.	Section – 1 : Instructions to Bidders	9
2.	Section – 2 : Annexures A, B, C and D	25
3.	Section – 3 : General Conditions of the Contract (Part-I)	36
	Special Conditions of the Contract (Part-II)	53
4.	Section-4 : Contract Data	58
5.	Section-5 : General Technical Specifications (Part-I).....	61
	Supplementary Technical Specifications (Part-II)	61
6.	Section-6 : Securities and Other Forms.....	69
7.	Section-7 : Bill of Quantities (BOQ).....	76

SECTION 1:

INSTRUCTIONS TO BIDDERS
(ITB)

SECTION 1: INSTRUCTIONS TO BIDDERS

CONTENTS

		Page No			Page No
A	General		D	Deleted	
1	Scope of Works	10	19	Deleted	17
2	Deleted	10	20	Deleted	17
3	Eligible Bidders	10	21	Deleted	17
4	Qualification of the Bidder	11	22	Deleted	17
5	One Bid per Bidder	12			
6	Cost of Bidding	12			
7	Site Visit	12			
			E	Bid Opening and Evaluation	
B	Bid Document		23	Opening and Evaluation of Bids	18
8	Content of Bid Document	13	24	Process to be Confidential	18
9	Clarification on Bid Document	13	25	Clarification of Bids	18
10	Amendment of Bid Document	13	26	Examination of Bids and Determination of Responsiveness	19
			27	Correction of Errors	19
C	Preparation of Bids		28	Evaluation and Comparison of Bids	20
11	Language of the Bid	14			
12	Documents to be submitted along with Bid	14	F	Award of Contract	
13	Bid Prices	15	29	Award Criteria	21
14	Currencies of Bid and Payment	15	30	Employer's Right to Accept any Bid and to Reject any or all Bids	21
15	Bid Validity	15	31	Notification of Award and Signing of Agreement	21
16	Bid Security	16	32	Performance Security	22
17	Alternative Proposals by Bidders	16	33	Deleted	22
18	Deleted	16	34	Corrupt or Fraudulent Practice	23
				Annexure-1A	24

A : GENERAL

1. Scope of Works

- 1.1 The RIDCOR, (hereinafter be referred to as the “Employer”) proposes to execute the Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan hereinafter referred to as the “Works”.

The Works detailed herein is based on an Item Rate Contract. 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) Repair and rehabilitation of bridges/structures;
- (ii) Any other activity incidental to the above activities.

(b) Defect Liability:

Subsequent to completion of the Works, Contractor shall be responsible for any defect arising in the executed work for a period of 60 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 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 Traffic Management, in accordance with Clause–A3 of Supplementary Technical Specifications of Section 5 and IRC-SP-55, 2014 from the Start Date. The cost of Barricading, traffic management, markings and signs, look-out persons, other similar works needed during repair & Rehabilitation Works 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 “Repair & Rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road in Rajasthan” in Rajasthan 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 and thereafter responsible for the defects for a period of 60 months.

2. Deleted

3. Eligible Bidders

- 3.1 All the bidders who will produce the certificate that they have successfully completed repair & restoration work of bridges/structures on highway projects in any one of the financial year during last 5 years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22) of Rs. 4 Cr (minimum), are eligible to bid. Certificate/Statement to this effect from the concessionaire / contractor / SPV/ Govt. Agency etc. must be attached with technical bid without which bid shall be considered as non-responsive.

- 3.2 The firm should have annual turnover of minimum Rs. 5 Cr. during any one of last 5 financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22) and the certificate for the same from CA on its firm's letterhead with UDIN be submitted by the bidder without which bid shall be considered as non-responsive.
- 3.3 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 poor quality/ delayed implementation of any work by the Government of India (GoI), Government of Rajasthan (GoR), other State Governments, RIDCOR/Developer and/or Statutory Authorities like National Highways Authority of India. In this regard, an Affidavit shall be submitted by the bidder for the same without which bid shall be considered as non-responsive.

4. Qualification of the Bidder

- 4.1 Bidders should submit, with their Bids, qualification information as defined in clause 3.1 & 3.2.
- 4.2 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 from concessionaire/contractor/SPV/Govt. Agency etc. that they have successfully completed the works defined in clause 3.1;
 - (b) the certificate from CA with UDIN that they have turnover of Rs. 5 Cr. in any one of the Financial Year during last 5 years;
 - (c) written Power of Attorney authorizing the signatory of the Bid;
 - (d) major items of construction equipment proposed to carry out the Contract {as per Clause 4.4 (a)};
 - (e) deleted;
 - (f) an undertaking confirming the validity of above information;
- 4.3 Joint Venture (JV) is not allowed.
- 4.4 Each Bidder shall demonstrate:
- (a) Deleted
 - (b) Availability of key personnel as stated at Annexure-1A. 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.
 - (c) Deleted
- 4.5 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 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 bid prices and could not furnish rational justification to the Employer.

5. One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid for the work.

6. Cost of Bidding

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

7. Site visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the site shall be at the Bidder's own expense and no claim shall be eligible in this regard.

B : BID DOCUMENT

8. Content of Bid Document

- 8.1 The set of Bid Document consist of documents listed in the Table below and amendment/addenda issued in accordance with Clause 10 of this Section-1.

Invitation for Bid	
Section 1	Instructions to Bidders
Section 2	Annexures A, B, C and D
Section 3	Part-I : General Conditions of Contract Part-II : Special Conditions of Contract
Section 4	Contract Data
Section 5	Specifications Part – I : General Technical Specifications Part – II : Supplementary Technical Specifications
Section 6	Securities and Other Forms

- 8.2 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 10 of Section-1.

9. Clarification on Bid Document

- 9.1 A Bidder requiring any clarification of the Bid Document may notify the Employer at least 3 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 – 302 001
Tel. No.: +91-141 2747001/2, Fax: +91-141 2747010, Email: office@ridcor.in

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

- 9.2 Any modification of the Bid Document listed in Clause 8.1 which may become necessary as a result of the clarification given to Bidders shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10.

10. Amendment of Bid Document

- 10.1 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'.
- 10.2 Any addendum thus issued 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

11. Language of the Bid

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

12. Documents to be submitted along with Bid

The Bidders should furnish the bid document duly signed by the authorized signatory. The certificate from independent Chartered Accountant certifying the turnover of the Bidder and the certificate regarding successful completion of repair & restoration works shall be submitted by the Bidder.

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.
- 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 Authority.
- In case there is any pending dispute with the Authority/NHAI/ Government (state/union)/Govt. undertaking and the eligible Bidder, details of the same shall be provided.
- Transaction Receipt of BID security
- Transaction Receipt of BID processing fee for costs of bid document

The Bidder shall submit the Bid on-line through 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 by 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, one day before bid opening date.

g) Annexures A, B, C and D 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 tampered. If any tampering 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 with the Authority.

Cover-2

Envelope/Folder 'B' – 'Financial Proposal'

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

13. Bid Prices

- 13.1 The Contract shall be for the Works as described in Contract Data, based on the priced Bill of Quantities (BOQ) (Section-7) for the Works submitted by the Bidder in prescribed BOQ through online mode.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works described in the **Bill of Quantities (Section-7)**. Items for which no rate or price is entered by the Bidder will not be paid by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.
- 13.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 13.4 Deleted

14. Currencies of Bid and Payment

- 14.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees, and payment shall be made in Indian Rupees.

15. Bid Validity

- 15.1 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.**
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Bidders to extend the period of validity 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 for a period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.1 The Bidder shall furnish, as part of his Bid, a Bid Security for an amount of Rs. 6 Lacs through NEFT/RTGS/IMPS/Bank Guarantee in the designated account of RIDCOR. This Bid Security Bank Guarantee shall be in favour of "RIDCOR Ltd." and may be in one of the following forms:

- A Bank Guarantee, in the prescribed format available at Form 6A of Section-6 is acceptable from the following institutions located in India:
 - (a) State Bank of India or its subsidiaries;
 - (b) Any Indian Nationalized /Scheduled Bank;
 - (c) IDBI Bank or Axis Bank or ICICI Bank or HDFC Bank or AU Small Finance Bank or IDFC First Bank; or
 - (d) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than Rs 500 crores as per the latest Annual Report of the Bank and that Bank Guarantee is issued by a branch in India.
- The bid security in the form of Bank Guarantee shall be submitted by the bidder at least one day before the date of opening of the tenders at RIDCOR Head Office, Jaipur.

16.2 Bank guarantees issued as surety for the Bid should be valid for 45 days beyond the validity of the Bid.

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

16.4 The Bid Security of unsuccessful/non-responsive/rejected Bidders other than the evaluated responsive lowest three Bidders will be returned within 30 days of the completion of the bid evaluation process. The Bid Security of two of the lowest three Bidders, other than the successful Bidder, shall be returned after signing of the Contract Agreement with the successful Bidder.

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

16.6 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- (c) in 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.

17. Alternative Proposals by Bidders

17.1 Conditional offers or alternative proposals will not be considered.

18. Deleted

D : DELETED

E: BID OPENING AND EVALUATION

23. Opening and Evaluation of Bids:

- 23.1 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 in NIT 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.
- 23.2 To facilitate evaluation of Bids, the Employer may, at its sole discretion, 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.
- 23.3 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.”

23.4 Deleted

23.5 Deleted

24. Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

25. Clarification of Bids

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of all the unit rates. The request for clarification and the response shall be in writing or by email, 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 27. 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.

25.2 Subject to Sub Clause 25.1, 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. If the Bidder wishes to bring additional information to the notice of the Employer, he shall do so in writing.

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

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4, (b) has been properly signed; (c) is accompanied by the required securities, and (d) is substantially responsive to the requirements of the Bid Document.

26.2 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.

26.3 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.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and 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.

27.2 The amount stated in the Bid will be corrected by the Employer 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 16.6 (b).

28. Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26. 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.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 27; or
 - (b) making an appropriate adjustment for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered by the Bidder.
- 28.3 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.
- 28.4 Deleted
- 28.5 Deleted

F : AWARD OF CONTRACT

29. Award Criteria

- 29.1 Subject to Clause 30, 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 as per Clause 28, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

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

- 30.1 Notwithstanding Clause 29, 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.

31. Notification of Award and Signing of Agreement

- 31.1 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 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 by the Contract (hereinafter and in the Contract called the "Contract Price").
- 31.2 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 32.
- 31.3 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.
- 31.4 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.

32. Performance Security

32.1 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 for an amount equivalent to 5% of the Contract Price for the Works, in accordance with Clause 28.5 of ITB and Clause 48 of General Conditions of Contract of Section 3. The Bank Guarantee, in the prescribed format (Form 6C of Section 6), is acceptable from the following institutions located in India:

- (a) State Bank of India or its subsidiaries;
- (b) Any Indian Nationalized /Scheduled Bank;
- (c) IDBI Bank or Axis Bank or ICICI Bank or HDFC Bank or AU Small Finance Bank or IDFC First Bank; or
- (d) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than Rs 500 crores as per the latest Annual Report of the Bank and that Bank Guarantee

The performance security may also be accepted through Electronic mode of payment like RTGS/NEFT/Inter Bank Transfer in the name of RIDCOR. The bid security deposited at the time of tender 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. No Interest will be paid by the Company on security money.

The performance security shall be valid upto 45 days beyond completion of defect liability period of 60 months after successful completion of work. If, the contractor fails to submit performance security/ execute contract agreement within the prescribed time frame, a penalty of Rs. 5000 per day plus applicable GST shall be levied to the contractor until submission of performance security/ signing of contract agreement, as the case may be. The successful bidder shall pay the expenses of completing and stamping 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 termination of contract.

32.2 Deleted

32.3 Failure of the successful Bidder to comply with the requirements of Sub Clause 32.1 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.

33 Deleted

34. Corrupt or Fraudulent Practices

34.1 The Employer requires that the Bidders/Contractors, observe the highest standard of ethics during the procurement and execution of the Contracts. 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 of anything of value to influence the action of Employer/its representatives in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish Bid Prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;
 - (iii) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement 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 4.4 (b) of ITB)

**Details of Minimum Key Personnel required to be mobilized by
Contractor for the Works**

S No	Position	Minimum Qualification & Experience	Nos.
1	Bridge Engineer	B.E. (Civil) with 3 years' experience or Diploma in Civil with 5 years' experience	1

SECTION 2:
Annexures A, B, C and D

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward of gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement 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 process.
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement 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 process.
- (f) not obstruct any investigation or audit of a procurement process.
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous 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 Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan 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 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 contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. 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 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 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;
- (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 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 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

Additional Conditions of Contract

1. Procuring Entity's Right to Vary Quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

2. Dividing Quantities among more than one bidder at the time of award

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital natures, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Bidder

SECTION 3:

Part No	Description	Page no
Part I	General conditions of contract	36
Part II	Special Conditions of Contract	53

SECTION : 3

PART – I : GENERAL CONDITIONS OF CONTRACT

Table of Contents

	Page No.		Page No.
A General		C Quality Control	
1 Definitions	36	30 Identifying Defects	45
2 Interpretation	38	31 Tests	45
3 Language and Law	38	32 Correction of Defects	45
4 Deleted	38	33 Uncorrected Defects	45
5 Deleted	38	D Cost Control	
6 Communication	38	34 Bill of Quantities	46
7 Deleted	38	35 Changes in the Quantities	46
8 Other Contractors	38	36 Variations	46
9 Personnel	39	37 Deleted	46
10 Employer's & Contractor's Risks	39	38 Deleted	46
11 Employer's Risks	39	39 Payment Certificates	47
12 Contractor's Risks	39	40 Deleted	48
13 Insurance	39	41 Deleted	48
14 Contractor to Construct the Works and Works to be Completed by Contract Completion Date	40	42 Tax	48
15 Safety, Security and Protection of the Environment	40	43 Currencies	48
16 Working Drawings	41	44 Change in Cost and Legislation	48
17 Approval by the Employer	41	45 Liquidated Damages and Penalty	48

18	Safety of Traffic	41	46	Deleted	48
19	Discoveries	41	47	Deleted	48
20	Possession of the Site	41	48	Securities	49
21	Access to the Site	41	49	Cost of rectification of defects	49
22	Instructions	42	E Finishing the Contract		
23	Disputes	42	50	Completion	50
24	Procedure for Disputes – Arbitration	43	51	Deleted	50
B Time Control			52	Final Account	50
25	Program	43	53	Deleted	50
26	Extension of the Works Completion Date	43	54	Termination	50
27	Delays Ordered by the Employer	43	55	Payment upon Termination	51
28	Management Meetings	43	56	Property	52
29	Early Warning	44	57	Release from Performance	52
			58	Details to be Confidential	52
			59	Life-saving Appliances and First-aid Equipment	52

SECTION : 3

PART – II : SPECIAL CONDITIONS OF CONTRACT

Table of Contents

	Page No
A General Clauses	
1 Labour	53
2 Statutory Clearances	53
3 Revision of Quality Control Plan	54
4 Measuring/Monitoring Equipment	54
5 Deleted	54
6 Deleted	54
7 Arbitration	54
B Deleted	56

PART – I GENERAL CONDITIONS OF CONTRACT (GCC)

A : GENERAL

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not defined in the Conditions of Contract 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.

Contract 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 is the contract 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, more specifically refers to 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 the Letter of Acceptance for the Works.

Days are calendar days;

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

Defects Liability Period is the period specified in the Contract Data and calculated from the Works Completion Date. For this particular contract, Defects Liability Period is 60 months after the Works Completion Date.

Drawings include calculations and other information provided.

Employer is the party who will employ the Contractor to carry out the Works or its authorized representative.

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/Supervision Consultant 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.

Months are calendar months.

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 bridge asset.

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

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

Specification means the Specifications of the Works included in the Contract 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 with the Contractor to carry out a part of the work in the 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 Works as stated in the Contract Data.

Works Completion Date is the actual date of completion of the Works as certified by the Employer in accordance with Sub Clause 50.1.

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 unless specifically defined. The Employer will provide instructions clarifying queries about the Contract.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement (if completed)
 - (2) Letter of Acceptance
 - (3) Contractor's Bid
 - (4) Contract Data
 - (5) Conditions of Contract
 - (6) Specifications
 - (7) Priced Bill of Quantities; and
 - (8) Any other document forming part of the Contract.

3. Language and Law

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

4. Deleted

5. Deleted

6. Communication

- 6.1 Communication between parties of the Contract 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).

7. Deleted

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–1A 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.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1 The Employer is responsible for the excepted risks which are 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 which arise during and in consequence of the performance of the Contract other than the excepted risks as at Sub Clause 11.1 are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from any of the acceptable Insurance Companies in India, valid from the Start Date to the end of the Defects Liability cum Maintenance 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 rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due and if warranted, recovered by invoking Performance Security.

- 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 the Contract or the extended period, if any.

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

- 14.1 The Contractor shall undertake the Works in accordance with the Contract as per instructions of the Employer.
- 14.2 The Contractor shall commence the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the consent of the Employer, and complete them by the Contract Completion Date stated in the Contract Data.
- 14.3 Deleted
- 14.4 Deleted

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 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 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. Some of the major laws that are applicable are given below:

- The Water (Prevention and Control of Pollution) Act, 1974.
- The Air (Prevention and Control of Pollution) Act, 1981.
- The Environment (Protection) Act, 1986.
- The Public Liability Insurance Act, 1991.

16. Working Drawings

16.1 Deleted

16.2 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

17.1 The Employer 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 Department etc.) for carrying out Works, where required.

17.3 The Employer'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 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 shall give possession of the Site to the Contractor in accordance with the Contract Data.

21. Access to the Site

21.1 The Contractor shall allow the Employer and any person authorized by them access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled /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 expedition and without delay.

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

- (a) A programme has been submitted 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 for the work programmed for execution in the first month have been mobilized at the Site.

22. Instructions

- 22.1 The Contractor shall carry out all instructions of the Employer pertaining to the Works, which comply with the applicable laws where the Site is located.

23. Disputes

- 23.1 If either party believes that a decision taken by the Employer/Contractor was either outside the Contract or that the decision was wrongly taken, the objecting party may file 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 Arbitration to the Arbitral Tribunal.

24. Procedure for Disputes – Arbitration

- 24.1 The arbitration shall be conducted in accordance with the arbitration procedure stated in Clause 7 of the Special Conditions of Contract.

B : TIME CONTROL

25. Program

- 25.1 Within the time stated in the Contract Data, the Contractor shall submit to the Employer for consent, an updated Program for the awarded Works including Quality Control and Traffic Management Plans showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 25.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 25.3 If the Contractor does not submit an updated Program within this period as specified in the Contract Data, the Employer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. An updated Program is to show the effect of Variations and Compensation Events.
- 25.4 The Employer's consent of the Program shall not relieve the Contractor of his obligations.

26. Extension of the Works Completion Date

- 26.1 The Employer shall extend the Works Completion Date as stated in the Contract Data, if a Compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Works Completion Date, without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 26.2 The Employer shall decide whether and by how much to extend the Works Completion Date, within 28 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Works Completion Date.
- 26.3 Deleted.
- 26.4 Employer is fully empowered to grant extension to the Works Completion Date.

27. Delays Ordered by the Employer

- 27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.
- 27.2 Deleted.

28 Management Meetings

- 28.1 Either the Employer or the Contractor may require the other to attend a management meeting/site visit. The business of a management meeting shall be to review the progress of work plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

28.2 The Employer shall record the business of management meetings and shall provide copies of his record to those attending the meeting. The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting. Failure to attend the management meetings/site visits shall attract penalties at the rate indicated in the Contract Data and in case of non-attendance of more than three such meetings/visits by the Contractor, then the same shall be construed as fundamental breach of the Contract in terms of Clause 54.

28.3 Deleted

28.4 Monthly progress reports shall be prepared by the Contractor and submitted to the Employer. The first report shall cover the period upto the end of the first calendar month following the Start Date. Reports shall be submitted within 7 days for each month thereafter.

Each report shall include:

- (i) status of availability of site and problems related thereto, if any,
- (ii) status of mobilization and working of equipment & machinery,
- (iii) details of progress of work with charts and photographs,
- (iv) comparison of actual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays,
- (v) status of procurement of material required for the work,
- (vi) production of various materials at site,
- (vii) list of Variations, notices given etc.,
- (viii) construction problems encountered, if any,
- (ix) copies of quality control documents, tests results and certificate of materials,
- (x) safety statistics, including details of any hazardous incidents and activities, related to environmental aspects and public relations,
- (xi) weather record during the month, day by day, and
- (xii) any other details/matters related to the Work.

29. Early Warning

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

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

C: QUALITY CONTROL

30. Identifying Defects

- 30.1 The Employer shall check the Contractor's work 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.
- 30.2 The Contractor shall permit the Site visits of the Employer's Technical Auditor/Independent Employer/Lenders' Employer 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.

31. Tests

- 31.1 The Contractor shall be responsible for carrying out the tests prescribed for the Works.
- 31.2 The Contractor shall, at his cost, establish suitable 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.
- 31.3 If the Employer 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.
- 31.4 The Contractor shall furnish all test results as per the approved Quality Control Plan to the Employer, in a monthly progress report as per Sub Clause 28.4 or at a frequency directed by the Employer. The Employer may withhold payment for those works where test results have not been submitted.

32. Correction of Defects

- 32.1 The Contractor shall undertake measures to rectify the defects in the Work identified by the Employer or any of the Employer's authorized representative at the earliest, but not later than the time period specified by the Employer.
- 32.2 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 Defects Liability Period. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

33. Uncorrected Defects

- 33.1 If the Contractor has not corrected a defect to the satisfaction of the Employer, within the time specified in the Employer's notice, the Employer 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

34. Bill of Quantities

- 34.1 The Bill of Quantities shall contain items for the Works for construction, installation, testing and commissioning works to be executed by the Contractor.
- 34.2 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 at the rate in the Bill of Quantities for each item.
- 34.3 Deleted

35. Changes in the Quantities

- 35.1 Deleted
- 35.2 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.
- 35.3 If requested by the Employer, the Contractor shall provide the Employer with a detailed cost breakdown of rate of any item in the Bill of Quantities.
- 35.4 Director/Manager, RIDCOR is fully empowered to approve the variation of quantity and rates for extra item on the merit of the case.

36. Variations

- 36.1 Item rates quoted for each BOQ item shall remain fixed irrespective of any Quantity Variation.
- 36.2 All Variations during implementation of the Works, shall be included in updated Programs produced by the Contractor.
- 36.3 Deleted

37. Deleted

38. Deleted

39. Payment Certificates

39.1 The Works

- (a) The Contractor is required to measure the work under the observation and control of the Employer. The Contractor shall submit to the Employer monthly statements of the estimated value of the work executed, less the cumulative amount certified previously and, applicable statutory deductions, outstanding advances supported with detailed measurements of the items of work executed, approved request for inspections (RFI) for the work done during the month, applicable rates and other relevant details, both in hard and soft form (in a Compact Disk of size acceptable to the Employer) along with an abstract statement, in accordance with the provisions of this Contract.
- (b) The Employer shall ascertain and determine by measurement the value of the work in accordance with the Contract. The Employer shall exclude any item in a previous certificate or reduce the proportion of any item previously certified in the light of later information.
- (c) The value of work executed shall comprise the value of quantities of the items in the Bill of Quantities.
- (d) The value of work executed shall include the valuation of Variations.
- (e) Items of the Works for which no rate or price has been provided in the priced BOQ will not be paid for by the Employer and shall be deemed to be covered by other rates and prices in the Contract.
- (f) The certification and payment methodology for the Works shall be as given below:
 - (i) Contractor to submit a payment request with details of Works completed or partly completed during the calendar month to the Employer, within seven days from the last date of the particular month;
 - (ii) Within Seven days of receipt of Contractor's RA Bill, Employer is required to evaluate the payment request in terms of the work executed, and if the Employer finds the payment request in order, he certifies to pay 70% of eligible payment against the RA Bill, subject to availability of funds. This payment shall be net of recovery of mobilization and other advances, recovery in terms of Contract and Taxes to be deducted at source as applicable under the Law.
 - (iii) Subsequent to submission of monthly payment request, Employer shall check the Contractor's monthly statement within 10 days and certify the amount to be paid to the Contractor after taking into account the recovery of advance payments, as per para (ii). Employer shall also account for Liquidated Damages and other deductions, while arriving at the amount payable to the Contractor.
 - (iv) Employer shall make payments within thirty days for final certified bills to the contractor.

39.2 Deleted

40. Deleted

41. Deleted

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 Deleted

44.2 Deleted

44.4 Deleted

44.5 Deleted

44.6 Deleted

44.7 Subsequent 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. Liquidated Damages and Penalty

45.1 For the Works

Penalty shall be applicable @ Rs. 1000/day of delay for non- completion of the work within stipulated completion time. Maximum cumulative (total) penalty shall be applicable @5% of the Contract Price.

46. Deleted

47. Deleted

48. Securities

The Performance Security 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, from:

- (a) State Bank of India or its subsidiaries;
- (b) Any Indian Nationalized/Scheduled Bank;
- (c) IDBI Bank or Axis Bank or ICICI Bank or HDFC Bank or AU Small Finance Bank or IDFC First Bank; or
- (d) Foreign Bank with operations in India provided the net worth in respect of the Indian operations shall not be less than Rs 500 crores as per the latest Annual Report of the Bank and that Bank Guarantee is issued by a branch in India.

The Performance Security shall be valid for a period of 45 days beyond 60 months after the Works Completion Date. In case, the Works Completion Date is extended, then the Contractor shall substitute fresh Performance Security for the same value valid until a date 60 months beyond the extended Works Completion Date.

49. Cost of rectification of defects

- 49.1 Loss or damage to or defective works or materials during the execution of Works shall be remedied by the Contractor at the Contractor's cost to the satisfaction of the Employer.

E: FINISHING THE CONTRACT

50. Completion

50.1 The Contractor shall request the Employer to issue a certificate of completion of the Works and the Employer 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. Deleted

52. Final Account

52.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract within 60 days after the issue of certificate of completion of the Works by the Employer as per Sub Clause 50.1. 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.

52.2 Deleted

53. Deleted

54. Termination

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

54.2 Fundamental breach of the Contract includes, but shall not be limited to the following:

- (a) the Contractor stops work for 14 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 60 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 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 does not adhere to the agreed construction program as per Clause 25 and also fails to attend the management meetings (Clause 28);
- (i) 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 & 22.1;
- (j) 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;
- (k) if the Contractor, in the judgment of the Employer has engaged in corrupt, fraudulent or coercive practices as defined in Sub Clause 34.1 (a) of ITB in competing for or in executing the Contract;
- (l) Deleted

54.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 54.2, the Employer shall decide whether the breach is fundamental or not.

54.4 Notwithstanding the above, the Employer may terminate the Contract for convenience by giving 30 days prior notice due to any reason.

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

55. Payment upon Termination

55.1 If the Contract is terminated because of a fundamental breach of the Contract 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.

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

56. Property

56.1 If the Contract 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.

57. Release from Performance

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

58. Details to be Confidential

58.1 The Contractor shall treat the details of the Contract 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 previous consent in writing 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.

59. Life-saving Appliances and First-aid Equipment

59.1 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. The appliances and equipment shall be available for use at all times during the pendency of the Contract.

PART – II SPECIAL CONDITIONS OF THE CONTRACT (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 other, and for their payment, housing, feeding and transport.
- 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 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 The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent Authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the 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. It may be noted that the list below 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 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 Revision of Quality Control Plan

- 3.1 The Employer shall instruct the Contractor to revise and/or resubmit his Quality Control Plan, if required before giving approval. The Contractor shall implement any required changes to improve the Quality Control Plan. The approval of the Employer shall not absolve the Contractor of his responsibilities and obligations under the Contract.

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 Deleted

6 Deleted

7 Arbitration (Refer GCC Sub Clause 24.1)

- 7.1 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 be settled 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 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 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.

B : MAINTENANCE MANAGEMENT SYSTEM

DELETED

SECTION 4:

CONTRACT DATA

CONTRACT DATA

S. No.	Item	Clause Reference of CC																		
1	The Employer is: Road Infrastructures Development Company of Rajasthan Ltd. (RIDCOR) 701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur – 302 001 Tel.: +91 0141-2747001/2, 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	1.1 GCC																		
3	The work is Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan	1.1 GCC																		
4	The Works consists of Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan & other items as per Bill of Quantities at Section-7	1.1 ITB																		
5	The Start Date shall be the date of signing of the contract agreement for the works or as mentioned in the LOA (Form 6E, Section 6)	1.1 GCC																		
6	The language of the Contract documents is English	3 GCC																		
7	The law which applies to the Contract is the laws of Union of India	3 GCC																		
8	The following documents are also part of the Contract 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–1A of Section 1)	9 GCC 4 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: 45%;">Description of Cause</th> <th style="text-align: left; width: 45%;">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>Contractor's All Risk Policy covering loss or damage to Works, Plant and Material for full replacement value including earthquake, terrorism, storm, tempest, flood, inundation cover & defect liability cover.</td> <td>Contract Price + 15% escalation</td> </tr> <tr> <td style="vertical-align: top;">(ii)</td> <td>Loss or damage to Machinery and Equipment</td> <td>Sum sufficient to provide replacement at site</td> </tr> <tr> <td style="vertical-align: top;">(iii)</td> <td>Loss or damage to Property, other than (i) and (ii) above, in connection with the Contract</td> <td>Rs. 5 Lakh</td> </tr> <tr> <td style="vertical-align: top;">(iv)</td> <td>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</td> <td>Rs 2 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)	Contractor's All Risk Policy covering loss or damage to Works, Plant and Material for full replacement value including earthquake, terrorism, storm, tempest, flood, inundation cover & defect liability cover.	Contract Price + 15% escalation	(ii)	Loss or damage to Machinery and Equipment	Sum sufficient to provide replacement at site	(iii)	Loss or damage to Property, other than (i) and (ii) above, in connection with the Contract	Rs. 5 Lakh	(iv)	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	Rs 2 Lacs per person per accident for unlimited number of accidents	13 GCC
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	<p>(v) Public Liability Policy</p> <p>(vi) Against liabilities for death or injury to any person or loss of or damage to any third-party property</p> <p>(vii) Advance Loss of Profit Policy</p> <p>(viii) Any other insurance cover</p>	<p>i) For duration of the Project – Rs. 5 Lac</p> <p>ii) Any one accident – Rs. 2.50 Lac/accident</p> <p>In accordance with statutory requirements, applicable in India.</p> <p>Sum sufficient to cover anticipated loss</p> <p>In accordance with statutory requirements, applicable in India.</p>									
10	<p>Contract Completion Date for:</p> <p>(a) The Works: - 3 months from the Start Date of the Works.</p> <p>(b) Defect Liability Period: - 60 months after the Works Completion Date.</p>		14 GCC								
11	The Site Possession shall be given from date of Signing of Agreement		20 GCC								
12	The period between Program Updates shall be 30 days		25 GCC								
13	The amount to be with-held for late submission of an updated Program shall be Rs 5,000/- each time		25 GCC								
14	Penalty for not attending Management Meetings/ Site visits including Weekly Meetings: Rs 500/- per incidence		28 GCC								
15	Deleted		41 GCC								
16	<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 shall be applicable @ Rs. 1000/day of delay for non-completion of the work within stipulated completion time</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 shall be applicable @ Rs. 1000/day of delay for non-completion of the work within stipulated completion time	Maximum cumulative (total) penalty 5% of the Contract Price.		45 GCC
S. No.	Particulars	Penalty / Liquidated Damages	Limit								
1	Delay of work	Penalty shall be applicable @ Rs. 1000/day of delay for non-completion of the work within stipulated completion time	Maximum cumulative (total) penalty 5% of the Contract Price.								
17	Deleted		46 GCC								
18	Deleted		47 GCC								
19	<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 valid for 45 days beyond 60 months after the Works Completion Date.</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>		48 GCC								
20	The Defects Liability Period is 60 months after the Works Completion Date.		32 GCC								

SECTION 5 : SPECIFICATIONS

Part No	Description	Page no
	Preamble	61
Part I	General Technical Specifications	61
Part II	Supplementary Technical Specifications	61-67

SECTION : 5

SPECIFICATIONS

1. Preamble

- 1.1 The Specifications contained herein shall be read in conjunction with the other Bid Document as specified in Section 1.
- 1.2 Wherever reference is made in the Contract 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 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.

The following Clause A-1 has been added to the “MORTH SPECIFICATIONS
Clause A-1-Traffic Safety and Control

2.2 Part II – Supplementary Technical Specifications

- 2.2.1 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.

ADDITIONAL SPECIFICATIONS FOR PARTICULAR ITEMS OF WORKS NOT COVERED IN PART – I

Clause – A-1

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 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. Deleted

3. 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 informatory sign boards.

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

4. 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-reflectorised 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

When ever 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.

5. 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.

6. 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, the material, equipment and machinery shall be installed/parked in places sufficient away fro 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.

7. 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	:	Form of Agreement

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment 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 "**Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan**" (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 Infrastructures Development Company of Rajasthan Ltd (hereinafter called "the Employer") in the sum of Rs 6,00,000/- 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 _____ 2023.

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 27 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]

Form – 6B

(Please refer Clause 31 of ITB)

(Letterhead paper of the Employer)

Letter of Acceptance

To: [name and address of the Contractor]

[date]

Sub.: Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan

Dear Sirs,

1. It is hereby confirmed that your Bid received on _____ submitted to the Director, Road Infrastructures 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 Contract Completion Date.
5. You are requested to please furnish the Performance Security in the form of Bank Guarantee for an amount equal to 5% of the Contract price within 14 days of receipt of this letter, in accordance with Clause 48 of GCC as defined in the Contract Data S. No. 19. 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 32.3 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 Infrastructures Development Company of Rajasthan Ltd. (RIDCOR)

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

Gopalbari, Ajmer Road,

Jaipur – 302 001

(the Employer)

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

WHEREAS vide the “**Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan**” Contract dated ----- (hereinafter referred to as “the Contract”), _____ [name of Contractor] a company incorporated under the Companies Act, 1956 and having its registered 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 Infrastructures 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 – 302 001 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 for the works “**Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan**”.

AND WHEREAS it has been stipulated by you in the Bid proposal and the said Contract that the Contractor shall furnish you a **Performance Guarantee** on or before the date of signing of the Contract, by a specified **nationalized/scheduled bank** for the sum specified therein as security for compliance with the Contractor’s obligations in accordance with the Contract 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 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 or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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 45 days beyond 60 months after the Works Completion Date _____ (Expiry Date). 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

FORM OF AGREEMENT**Agreement**

GENTLEMEN

This agreement, made the _____ day of _____ 2023 between Road Infrastructures Development Company of Rajasthan Ltd. (RIDCOR), at 701-706, 7th Floor, ARG Corporate Park, Gopalbari, Ajmer Road, Jaipur – 302 001 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 **“Repair & rehabilitation of structures at Ch. Km 371+200, 382+900 & 350+500 on Hanumangarh-Ratangarh Road (HK-1) in Rajasthan”** (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 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 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 (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 Infrastructures 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)

S. No.	Item Description	Unit	Qty. of Structure			
			Ch. Km 350+500	Ch. Km 382+900	Ch.Km. 371+200	Total Qty.
1	Steel Scaffolding Providing and erecting safe, secure and rigid Steel "H" Frame scaffolding by using H frames including all accessories e.g. ropes, bracings, MS props, working platform etc. complete for safe execution of work and taking away all material to contractor's own dump and making good damages. The rates are inclusive of testing of entire surface for its looseness, hollowness, weakness etc & allowing to use scaffolding for working of other agencies for other miscellaneous work.	Sq.m.	550	3000	1000	4550
2	Chipping of unsound/weak concrete / Plaster material from slabs, beams, columns ,Walls etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge. 25 mm average thickness	Sq.m.	450	1000	350	1800
3	Providing and inserting grouting GI nipples and 30mm to 40mm depth or half the thickness of the member whichever is less into honeycombed concrete / normal concrete i/c drilling of holes, inserting nipples and sealing the gap around nipples with epoxy putty etc. complete, as per directions of Engineer-in-charge.	Nos.	750	1100	1050	2900
4	Sealing of crack / porous concrete with Epoxy Grouting by injection through inserting nipples procedure with epoxy injection Gun complete	KG	400	350	500	1250
5	Cleaning reinforcement of total rust using alkaline chemical rust remover with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry complete including passivative coating over the reinforcement.	Sq.m.	350	450	180	980
6	Providing , mixing and applying over reinforcement bars zinc anti rust agent as per specification and direction of Engineer-in-charge (Dosage/coverage as per the recommendation of manufacturer). Surface area of bars shall be measured for payment.	Sq.m.	350	450	180	980
7	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of Plaster as per manufacturers specifications and direction of Engineer-in-charge complete in all respects including carriage of materials in all leads and lifts. Acrylic adhesive (1 kg. Cover 1 to 1.5 sqm) with polymer used shall have a minimum solid polymer content of 15% by weight of cement.	Sq.m.	450	450	350	1250
8	Providing, mixing and applying SBR polymer (of approved make) modified Cement mortar in proportion of 1:4 (1 cement: 4 graded coarse sand with polymer minimum 2% by wt. of cement used) as per specifications and directions of Engineer-in-charge. Note: Measurement and payment: The pre-measurement of thickness shall be done just after the surface preparation is completed and Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding / tapping. 25 mm average thickness in 2 layers.	Sq.m.	450	450	350	1250
9	Supplying and providing non-metallic composite carbon fiber low Modules Procured Tyfo 4UC55-M. CFRP Strip of 100mm wide, 1.4mm thick including surface preparation by Grinding / moulding concrete, cleaning it with wire brush, removing oil, laitance etc.	RM	350	230	430	1010
10	Providing and Installing Carbon Fiber Wrapping on Deck slab with Carbon Fiber Sheet of 600GSM Unidirectional Carbon Fabric	Sq.m.	850	350	600	1800

S. No.	Item Description	Unit	Qty. of Structure			
			Ch. Km 350+500	Ch. Km 382+900	Ch.Km. 371+200	Total Qty.
11	Providing and Installing 6mm dia Carbon Anchor produced by knit-braiding process for fixing laminates& wrap.	Nos.	2000	850	1200	4050
12	Providing & laying suitable sprinkling of clean sand particle for protecting the treated surface and holding of finishing plaster / paint wherever required.	Sq.m.	200	500	350	1050
13	15mm cement plaster on rough side of single or half brick wall of mix 1:4 (1 cement : 4 coarse sand).	Sq.m.	200	500	350	1050
14	Dismantling of flexible pavements and disposal of dismantled materials upto a lead of 1000 m	Cum	5	23.76	10	38.76
15	Dismantling the existing strip seal expansion joint i/c structural steel edge beam anchor plate etc. of the existing damaged expansion joint by cutting with gas cutter and breaking of concrete by mechanical means i/c disposal of rubbish & malba etc. complete as per the direction of the engineer-in-Charge.	RM	25	150	45	220
16	Providing and fixing in position single strip seal expansion joints catering to horizontal movement upto 80mm. The expansion joints shall contain single cell assembly comprising of edge beams, poly chloroprene seal, anchorage elements, support and control system, all steel sections protected against corrosion, welded with suitable anchoring arrangement as per manufacturer's specifications and approved design and drawing. Poly chloroprene seal shall be a preformed/extruded single strip material during normal joint operation. All complete as per direction of Engineer-in-Charge.	RM	25	150	45	220
17	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete above plinth level (a) Thermo-Mechanically Treated bars of grade Fe-500 D or more.	KG	1800	2000	1800	5600
18	Providing and Pouring of flowable and self -compacting Micro concrete including centering and water tight shuttering all complete as per manufacturer's specification	Cum	10	20	25.35	55
19	Providing & applying anti-carbonation coating (aliphatic acrylate solvented coating system or epoxy based coating) in 2 coats of approved bond and quality using airless spray technique on concrete/gunite /polymer modified mortar surface.	Sq.m.	200	500	350	1050
20	Disposal of moorum/building rubbish/malba/similar un-serviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	Cum	25	50	50	125