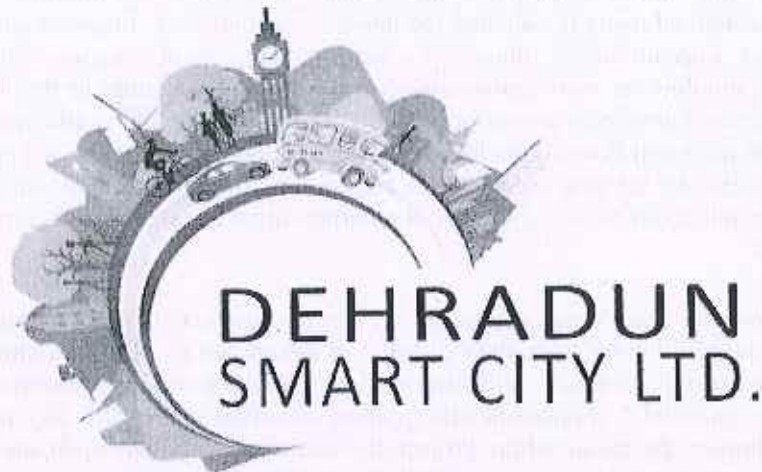


# Request For Proposal

For

**Marking of Zebra Crossing and Stop Line on 49 Traffic Junctions  
(182 Approaches) in Dehradun Pan City**



**DEHRADUN SMART CITY LIMITED (DSCL)**

777, Saatvik Tower, Rajender Nagar,  
Kaulagarh Road, Dehradun, 248001, Uttarakhand, India  
Ph: 0135-2750894, Fax: 0135-2750817

**RFPP No: <sup>9049</sup> /DSCL/PCM/DICCC/Zebra/2021-22**

**Issued on: 21 /12/2021**

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## Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary form by or on behalf of Dehradun Smart City Limited or any of its employees or Transaction advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an Agreement and is not an offer or invitation to any other party. The purpose of this RFP document is to provide the Bidders with information to assist the formulation of their Bid submission. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons and it is not possible for DSCL and their employees or Transaction advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

DSCL and their employees and Transaction advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, accuracy, reliability or completeness of the RFP document, which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf DSCL or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

DSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information/clauses/articles in this RFP document. The information that DSCL is in a position to furnish is limited to this RFP only. The information contained in the RFP must be kept confidential. Mere submission of a responsive Bid/ Bid does not ensure selection of the Bidder as Contractor.

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**SECTION 1**

**LIST OF IMPORTANT DATES**

**E-procurement NOTICE**

**NOTICE INVITING TENDERS**



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## SECTION 1

### NOTICE INVITING TENDER – IMPORTANT DATES

Sl. No.	Activity	Duration
1.	Bid Ref No.	<b>9049/DSCL/PCM/DICCC/Zebra/2021-22</b>
2.	Availability of Bid Documents	The Bid documents for this work shall be available from website <a href="http://uktenders.gov.in">http://uktenders.gov.in</a> from <b>22/12/2021 at 1100 Hours to 29/12/2021 up to 1300 Hours.</b>
3.	Start Date for downloading of Bid document from the E-procurement portal <a href="http://uktenders.gov.in">http://uktenders.gov.in</a>	<b>22/12/2021 at 1100 Hours.</b>
4.	Contract Person	Mr. Abhishek Kumar Anand, (Finance Controller), Mob: +91 8449092728 Mr. Jag Mohan Singh Chauhan, (C.G.M. - Technical) Mob: +91 9412009708
5.	Last date for downloading of Bid document from the E-procurement portal <a href="http://uktenders.gov.in">http://uktenders.gov.in</a>	<b>29/12/2021 up to 1300 Hours.</b> The scan copy of the RFP document fees (Non-Refundable), Bid Security (EMD) and Affidavit shall be uploaded on the e-procurement website.
6.	Last date and time for Bid submission/ uploading of Bid in E-procurement platform	<b>29/12/2021 up to 1500 Hours</b>
7.	Submission of original documents i.e. RFP document fees (Non-Refundable), Bid Security (EMD) and Affidavit	<b>29/12/2021 up to 1700 Hours</b> Address for submission of original documents: Dehradun Smart City Limited, 777, Saatvik Tower, Rajender Nagar, Kaulagarh Road, Dehradun, 248001, Uttarakhand, India, Ph: 0135-2750894, Fax: 0135-2750817
8.	Time and date of opening of Technical Bids	The Technical Bids will be opened online by the Authorized Officers on <b>30/12/2021 at 1100 Hours</b> in DSCL office.
9.	Date and time of opening of Financial Bids	The Financial Bids of qualified bidders will be opened online and shall inform them accordingly.

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**NOTICE INVITING TENDER -IMPORTANT DATA**

Bid RefNo.	<b>9049/DSCL/PCM/DICCC/Zebra/2021-22</b>	
Organization Name	Dehradun Smart City Limited (DSCL)	
Name of Work	Request for Proposal for Marking of Zebra Crossing and Stop Line on 49 Traffic Junctions (182 Approaches) in Dehradun Pan City	
Bid Type	National Competitive Bidding (NCB) Item Rate Mode	
Bid Currency	Indian National Rupees (INR) Only	
Project Details	Bid validity period	45 days from the last date of Bid Submission
	Project Duration	Completion period – 01 Month from the date of contract signing. Defect liability Period – 02 Years after the successful implementation period.
	Estimated Cost	Rs. 30.99 Lakh (27.66+3.33 GST)
Payment Details	RFP Document Fees <b>(Non-refundable)</b>	INR 5,900/- (Indian Rupees Five Thousand Nine Hundred Only) including GST in the form of demand draft drawn in favor of "Chief Executive Officer, Dehradun Smart City Limited, payable at Dehradun"
	Bid Security (EMD)	INR 62,000/- (Indian Rupees Sixty-Two Thousand Only) in the form of Demand Draft/FDR payable at Dehradun issued in favor of "Chief Executive Officer, Dehradun Smart City Limited" OR EMD/Bid Security Declaration as per GO letter No. 121 (1)/XXXVII(7)/ 21-32/2007 dt. 29/04/2021.
Officer inviting Bids	Chief Executive Officer, Dehradun Smart City Limited, 777 Saatvik Tower, Kaulagarh Road, Dehradun - 248001	
Addendum/Corrigendum	<b>Any Addendum/Corrigendum will be published on website <a href="https://uktenders.gov.in">https:// uktenders.gov.in</a> or <a href="https://smartcitydehradun.uk.gov.in">smartcitydehradun.uk.gov.in</a></b>	

**Section 2 :**  
**Instructions to Bidders (ITB)**

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*[Signature]*

*[Signature]*



## Section 2 : Instructions to Bidders (ITB)

### A. General

#### 1. Scope of Bid

1.1 The Employer as defined in the Appendix to ITB invites bids for Marking of Zebra Crossing and Stop Line on 49 Traffic Junctions (182 Approaches) in Dehradun Pan City with Defect Liability Period for Two Years as described in these documents and referred to as "the Works". The name and identification number of the works is provided in the Appendix to ITB.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract.

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

#### 2. Source of Funds

2.1 Dehradun Smart City Limited as defined in the Appendix to ITB has decided to undertake the works of Marking of Zebra Crossing and Stop Line on 49 Traffic Junctions (182 Approaches) in Dehradun Pan City through Smart city budget and funds received under Smart City Mission, from the Government of India, The Union Ministry of Urban Development, and other sources to be implemented through the Employer.

2.2 Dehradun Smart City Limited has decided to provide funds for the Performance based work.

#### 3. Eligible Bidders

3.1 This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

#### 4. Qualification of the Bidder

4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Appendix to ITB:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Bidder should have experience in similar nature of works;
- (c) Information regarding any litigation or arbitration during the last three years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

4.3 Joint Ventures are not allowed.

4.4 (a) Each bidder must produce:

- (i) Copy of PAN Card issued by Income Tax Authorities;
- (ii) Copy of GST Registration
- (iii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iv) Copy of valid MSME registration certificate if applying for exemption of Tender Fees, Bid Security/EMD etc.
- (v) Affidavit regarding Debarment / Non-Blacklisting to bidder by any Center/State Govt/PSU etc.

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

4.5 The Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in sub-clause 4.4A above.

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

- (i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) 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
- (i) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.





**5. One Bid per Bidder**

**5.1** Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid for one work will cause the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding**

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

**7. Site Visit**

**7.1** The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the Site of Works. The Bidder acknowledges that prior to the submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

***B. Bidding Documents***

**8. Content of Bidding Documents**

**8.1** The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of I/B.

1. Notice Inviting Tender
2. Instructions to Bidders
3. Qualification Information
4. Conditions of Contract  
(Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)
5. Specifications
6. Drawings
7. Bill of Quantities
8. Form of Bid
9. Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,
10. Forms of Securities and Form of Unconditional Bank Guarantee.





8.2. The bid document is available online on the website <http://www.uktenders.gov.in>. The bid document can be downloaded free of cost, however, the bidder is required to submit Demand Draft towards cost of bid document in favour of the name given in the Bid Data Sheet.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

## 9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

9.2 If a pre-bid meeting is to be held, the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

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

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

## 10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website [www.uktenders.gov.in](http://www.uktenders.gov.in) under the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved this tender to their "My tenders" area.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case any addendum/ Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.



### *C. Preparation of Bids*

#### **11. Language of Bid**

**11.1** All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

#### **12. Documents Comprising the Bid**

**12.1** The Bid submitted by the Bidder shall be in two separate parts:

**Part I** This shall be named Technical Qualification Part of Bid and shall comprise of:

- (i) Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
- (ii) Scanned copy of the Demand Draft for the cost of the bidding documents.
- (iii) Scanned copy of the Bid Security in any of the forms as specified in clause 16.2 of ITB.
- (iv) Authorized address and contact details of the Bidder having the following information:

Address of communication:

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

- (v) Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- (vi) Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- (vii) Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

**Part II.** It shall be named Technical-Financial Part of Bid and shall comprise of:

- (i) Form of Bid for Part-II of the bid as specified in Section 6;
- (ii) Priced bill of quantities for items specified in Section 7;

**12.2** The documents and details mentioned in clause 12.1 Part I above shall be submitted online on website [www.pmgstenders.gov.in](http://www.pmgstenders.gov.in). Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

- (a) The following details shall be entered online in the prescribed formats:
  - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
  - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 6. The entry of rates for individual items of work for the work shall be made by the bidder on line.

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(b) Scanned copies of the following documents shall be uploaded on the website <https://uktenders.gov.in> at the appropriate place.

- (i) Demand Draft towards the Cost of Bid Document (Clause 8.2 of ITB)
- (ii) Bid Security in any forms specified in ITB/Bid security declaration (Clause 16 of ITB)
- (iii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4 of ITB)
- (iv) Copy of GST Registration (Clause 4.4 of ITB)
- (v) Contractor Registration certificate (Clause 3 of ITB)
- (vi) Annual Turnover Certificate from Chartered Accountant for last three financial years with breakup of civil works and total works in each financial year. (Clause 4.4 of ITB)
- (vii) Affidavit regarding correctness of certificates (Clause 4.4 of ITB)
- (viii) Affidavit regarding Debarment / Non-Blacklisting by bidder.
- (ix) Any other documents as specified by the State in the Bid Data Sheet

(c) Scanned copies of the Certificates showing details of similar nature of works, machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.

(d) Submission of Original Documents: The bidders are required to submit (i) original Demand Draft towards the cost of bid document and (ii) original bid security in approved form or Bid Security Declaration and (iii) original affidavit regarding correctness of information furnished with bid document as per provisions of Clause 4.4 B (a)(ii) of ITB with the office specified in the Bid Data Sheet, on a date specified in Bid document. These documents must match the scanned copies submitted along with the bids online. In case, of any deficiency in this respect, it will be treated as mis-representation by such bidder.

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

Section	Particulars
1	Notice Inviting Tender
2	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings
<b>13.</b>	<b>Bid Prices</b>

**13.1** The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder online.

**13.2** The Bidder shall make online entries to fill the Item Rates in Bill of Quantities, as specified in the Appendix to ITB; only the same option is allowed to all the Bidders.





Item Rate Method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

Upon numerical entry, the amount in words would automatically appear and upon entry of rates in items of work, total bid price would automatically be calculated by the system and would be displayed.

**13.3** All duties, taxes, royalties and other levies payable by the Contractor (excluding GST) under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

**13.4** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

#### **14. Currencies of Bid**

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

#### **15. Bid Validity**

**15.1** Bids shall remain valid for a period of not less than forty five days after the deadline date for bid submission specified in ITB. 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 that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 16 of ITB in all respects. For the extended period, the bidder will be paid by the employer an interest on the amount of bid security at the rate equal to base rate of State Bank of India applicable on the date of expiry of the original time limit.

#### **16. Bid Security**

**16.1** The Bidder shall furnish, as part of the Bid, Bid Security, in the amount specified in the Appendix to ITB OR Bid Security Declaration as per GO letter no. 121(1)/XXXVII(7) /21-32/2007 dated 29-04-2021.

**16.2** The Bid Security shall be in the form of Fixed Deposit Receipt of a scheduled commercial bank, issued in favour of the name given in the Appendix to ITB. The Fixed Deposit Receipt shall be valid for minimum 45 days beyond the validity of bid. Other forms of Bid Security acceptable to the Employer are stated in the Appendix to ITB.

**16.3** Any bid not accompanied by an acceptable Bid Security OR Bid security declaration, unless exempted in terms given in the Appendix to ITB and not secured as indicated in sub-clause 16.1 and 16.2, shall be rejected by the Employer as non-responsive.





**16.4** The Bid Security of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

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

**16.6** The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after bid opening (technical qualification bid) during the period of Bid validity;
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; and/or
  - (ii) furnish the required Performance Security.

## **17. Alternative Proposals by Bidders**

**17.1** Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

### ***D. Online Submission of Bids***

## **18. Bidding through E-Tendering System:**

**18.1** The bidding under this contract is electronic bid submission through website [www.uktenders.gov.in](http://www.uktenders.gov.in). Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under DSCI is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorised certifying agencies. The bidder should register in the web site [www.uktenders.gov.in](http://www.uktenders.gov.in) using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token and the user id/ password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

**18.2** The completed bid comprising of documents indicated in ITB clause 12, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copies of the Bid Document, Demand Draft and Bid Security in approved form.

**18.3** The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the Bid, and to contract execution if the bidder is awarded the contract.





**19. Electronic Submission of Bids:**

**19.1** The bidder shall submit online two separate files. Part I, marked as Part I: Technical Qualification Part and Part II; marked as Part II: Technical- Financial Part. The above files will have markings as given in the Bid Data Sheet.

The contents of the Technical Qualification and Technical Financial bid shall be as specified in clause 12 of the ITB. All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped. This shall be treated as acknowledgement of bid submission.

**20. Deadline for Submission of Bids**

**20.1** Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

**20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Modification/ Withdrawal/Late Bids**

**21.1** The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

**21.2** Bidders may modify their bids by uploading their request for modification before the deadline for submission of bids. For this, the bidder need not make any additional payment towards the cost of tender document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. The bidders may withdraw his bid by uploading their request before the deadline for submission of bids; however, if the bid is withdrawn, the re-submission of the bid is not allowed.

**21.3** No bid shall be modified or withdrawn after the deadline of submission of bids.

**21.4** Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

***E. Bid Opening and Evaluation***

**22. Bid Opening**

**22.1** The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the





Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

**22.2** The file containing the Part-I of the bid will be opened first.

**22.3** In all cases, the amount of Bid Security, cost of bid documents, and the validity of the bid shall be scrutinized. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be notified as Part-I bid opening summary by the Authority inviting bids at the online opening. A separate electronic summary of the opening is generated and kept on-line.

**22.4** The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 22.3 of ITB and upload the same for viewing online.

**22.5** Evaluation of Part-I of bids with respect to Bid Security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within five working days of the date of bid opening, and a list will be drawn up of the qualified bidders whose Part- II of bids are eligible for opening.

**22.6** The result of evaluation of Part-I of the Bids shall be made public on e-procurement systems as per Uttarakhand procurement rule 2017 following which there will be a period of five working days during which any bidder may submit complaint which shall be considered for resolution before opening Part-II of the bid.

**22.7** The Employer shall inform the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid, if the specified date of opening of financial bid is changed. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

**22.8** Part II of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

**22.9** The Employer shall prepare the minutes of the online opening of Part-II of the Bids and upload the same for viewing online.

### **23. Process to be Confidential**

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

### **24. Clarification of Bids and Contacting the Employer**

**24.1** No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.





**24.2** Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

## **25. Examination of Bids and Determination of Responsiveness**

**25.1** During the detailed evaluation of "Part-I 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 bidding documents. During the detailed evaluation of the "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

**25.2** A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**25.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **26. Evaluation and Comparison of Bids**

**26.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25 of ITB.

**26.2** In evaluating the bids, the Employer will determine for each Bid, the evaluated Bid price by adjusting the bid price through making an appropriate adjustment for any other acceptable variation, deviations or price modifications offered in accordance with sub-clause 21 of ITB.

**26.3** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

## ***F. Award of Contract***

### **27. Award Criteria**

**27.1** Subject to Clause 30 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:





- (i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

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

**28.1** Notwithstanding Clause 27 above, 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.

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

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

**29.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 30.

**29.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Security is furnished.

**29.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**30. Performance Security**

**30.1** The successful bidder/Contractor shall provide to the Employer, a total Performance Security of 3% (three percent) of the Contract Price, for a period of 2 years and the time of completion of road marking work plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part-I General Conditions of Contract.

Within 10 days after receipt of Letter of Acceptance but before signing the contract, a Performance Security of 3% of Contract Price plus additional security for unbalanced bids in accordance with clause 26.3 of ITB and Clause 46 Part 1 General Conditions of Contract shall be delivered by the successful bidder to the Employer.

**30.2** Performance Security to be delivered by the successful bidder after the receipt of Letter of Acceptance shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of Employer, from a scheduled commercial bank.





If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor shall get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period. If the Contractor fails to maintain above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

**30.3** Failure of successful bidder to comply with the requirement of delivery of Performance Security of Contract Price plus additional security for unbalanced bids as per provisions of Clause 30.1 shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under DSCL for a period of one year.

### **31. Advances**

The Employer will provide Mobilization Advance and Advance against the security of equipment as provided in Part I General Conditions of Contract.

### **32. Corrupt or Fraudulent Practices**

**32.1** The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

**32.2** It is required that each Bidder/Contractor (including their respective officers, employees and sub-contractors) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

**32.3** The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.





(d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

32.4 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

32.5 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent Practice, which means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

32.6 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

32.7 Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach under Clauses 32.1 to 32.6 above by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Employer absolute right:

(a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

Forfeiture of Bid Security/Performance Security: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract, the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Bid Security and Performance Security of the Bidder/Contractor as the case may be.

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### *Appendix to ITB*

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Instructions to  
Bidders  
Clause  
Reference

- (1.1) The Employer is Chief Executive Officer, Dehradun Smart City Limited.
- (1.1) **Marking of Zebra Crossing and Stop Line on 49 Traffic Junctions (182 Approaches) in Dehradun Pan City**
- (2.1) The State is **Uttarakhand.**
- (3.1) Eligible bidders are: **Class D or above registered with PWD/CPWD or equivalent.**
- (4.1) Instruction as per I.T.B Annexure are to be followed.
- (4.6) Instruction as per I.T.B Annexure are to be followed.
- (7.1) The contact person is:  
Designation: Chief Executing Officer  
Address: Dehradun Smart City Limited.  
Telephone No- 0135-2750984
- (8.2) The Name in favour of which the demand draft towards the cost of bid document is to be made : Chief Executing Officer, Dehradun Smart City Limited.
- (9.2) Place, Time and Date for pre-bid meeting are: As per Section 1 – Important dates.  
Email for pre-bid queries submission – [agmproc-dscl@uk.gov.in](mailto:agmproc-dscl@uk.gov.in)
- (11.1) Language of the bid is: English
- (13.2) Bids must be submitted in Item Rate Method
- (13.3) **Clause-13.3 of ITB shall be read as follows:**  
All duties, taxes, royalties and other levies payable by the Contractor (excluding GST) under the Contract, or for any other cause, shall be included in the total Bid price submitted by the Bidder.
- (15.1) Bid validity date:- Forty five days after the deadline date for bid submission

- (16.1) The amount of Bid Security shall be **Rs 62,000/-, Rupees Sixty Two thousands Only.**
- (16.2) Fixed Deposit Receipt must be drawn:  
In favour of: CEO, DSCL, Dehradun.
- (16.2) Other acceptable forms of Bid Security pledged in favour of CEO, DSCL, Dehradun
- (16.3) Exemption from Bid Security is granted to: As per GO letter no. 121(1)/XXXVII(7)/21-32/2007 dated 29/04/2021 OR MSME Registration Certificate submitted by the bidder.
- (20.1) The Employer's address for the purpose of Bid submission is **ONLINE on website <http://www.uktenders.gov.in>.**
- (20.1) The deadline for submission of bids shall be:  
As per Section 1 – Important dates
- (22.1) &(22.6) The date and time for opening of the Bids are:  
(A) Technical Qualification Part of Bid  
As per Section 1 – Important dates.  
  
(B) Financial Part of Bid (For qualified bidder as)  
  
As per Section 1 – Important dates **OR will be intimated through Mail and website**
- (i) Performance Security shall be valid until a date 45 days after the expiry of Defects Liability Period of 2 years after intended completion date.
- (ii) Additional Performance Security for unbalanced Bid shall be valid for 45 days plus intended completion period.

**Chief Executive Officer,  
DSCL, Dehradun,**





### Section 3 Qualification Information

**Notes on Form of Qualification Information**

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

**1. Individual Bidders**

1.1	Constitution or legal status of Bidder  Place of registration:  Principal place of business:  Power of attorney of signatory of Bid	<p style="text-align: center;"><i>[attach copy]</i></p> <div style="border: 1px solid gray; height: 100px; margin: 10px 0;"></div> <p style="text-align: center;"><i>[attach]</i></p>
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1.2	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature. Attach certificate in this regard.
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Actual value of work done against the contract	Remarks explaining reasons for Delay, if any
1	2	3	4	5	6	7	8	9	10

1.3	Work performed as Sub- Contractor (in the same name and style) on construction works of a similar nature. Attach certificate in this regard.
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Actual value of work done against the contract	Remarks explaining reasons for Delay, if any
1	2	3	4	5	6	7	8	9	10

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1.4 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

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1.5 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where (Court/arbitration)	Amount involved (Rs. In Lakh)

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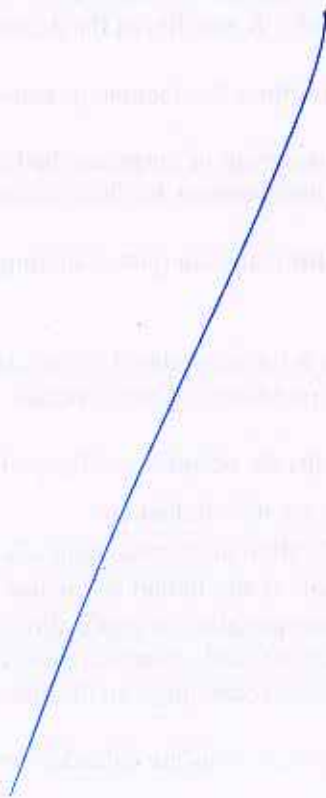





## Section 4 Conditions of Contract

### Part - I General Conditions of Contract

The Conditions of Contract, read in conjunction with Part II Special Conditions of Contract and the Contract Data and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties. The conditions of contract provide for both construction and Performance Based maintenance.



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## Section 4

### Part I General Conditions of Contract

#### A. General

##### 1. Definitions

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

**"Arbitration Act"** means the Arbitration and Conciliation Act, 1996, with all its subsequent amendments;

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

**Compensation Events** are those defined in Clause 40 hereunder.

**The Completion Date** is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

**The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3.

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

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

**The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.

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

**Change in Law** means the occurrence of any of the following after the Base Date:

- (a) the enactment of any new Indian law;
- (b) the repeal, modification or re-enactment of any existing Indian law;
- (c) the commencement of any Indian law which has not come into effect until the Base Date;
- (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date.

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

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

**The Defects Liability Certificate** is the certificate issued by the Engineer, after the Defects Liability Period has ended and upon correction of Defects by the Contractor.

**The Defects Liability Period** is Two years calculated from the Completion Date.



**Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.

**The Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including Performance Based maintenance. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

**The Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer 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.

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

**The Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

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

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

**Plant** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.

**Rule** is the state government rule like Uttarakhand Procurement Rule 2017 shall be followed.

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

**Site Investigation Reports** are those that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

**Specifications** mean the Specifications for Ministry of Road Transport and Highway (2021) or their latest version.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works.

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work and/or Performance Based maintenance in the Contract, which includes work on the Site.

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

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

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

## **2. Interpretation**

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

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

**2.3** The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) Notice to Proceed with the Work,
- (3) Letter of Acceptance,
- (4) Contractor's Bid,
- (5) Contract Data,
- (6) Special Conditions of Contract Part II,
- (7) General Conditions of Contract Part I,
- (8) Specifications,
- (9) Drawings,
- (10) Bill of Quantities, and
- (11) Any other document listed in the Contract Data.

## **3. Language and Law**

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

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

**4.1** Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

**4.2** Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the Contract.

## **5. Delegation**

**5.1** The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.



## 6. Communications

6.1 All certificates, notices or instructions to be given to the Contractor by the Employer/ Engineer shall be sent on the address or contact details given by the Contractor in Section 6 - Form of Bid. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

## 7. Subcontracting

Subcontracting not allowed.

## 8. Other Contractors

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

8.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of Other Contractors till the completion of the Works.

## 9. Personnel

9.1 The Contractor shall ensure that the personnel engaged by him in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

9.2 The Contractor shall employ for the construction work, the technical personnel named in the Contract Data or other technical persons approved by the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or 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 Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

9.4 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission for employment with the Contractor.



**9.5** The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:

- (a) persists in any misconduct,
- (b) is incompetent or negligent in the performance of his duties,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

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

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

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

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

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

**12.1** All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

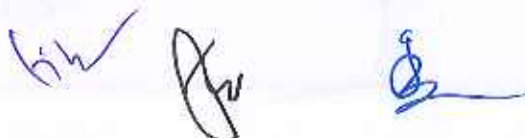
## **13. Insurance**

**13.1** The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

**13.2** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

**13.3 (a)** The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:





**13.3 (b)** Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

**13.4** Alterations to the terms of insurance shall not be made without the approval of the Employer.

**13.5** Both parties shall comply with any conditions of the insurance policies.

**14. Site Investigation Reports**

**14.1** The Contractor, in preparing the Bid, may, at his own risk, rely on any Site Investigation Reports if referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

**15. Queries about the Contract Data**

**15.1** The Engineer will clarify queries on the Contract Data.

**16. Contractor to Construct the Works and do-Performance Based Maintenance**

**16.1** The Contractor shall construct, and install and maintain the Works and do the work of Performance Based maintenance in accordance with the Specifications and Drawings.

**17. The Works to Be Completed by the Intended Completion Date**

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

**18. Approval by the Engineer**

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

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

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

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

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

**19. Safety**

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



**19.2** The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen's Compensation Act and other labour Laws and regulations.

**20. Discoveries**

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

**21. Possession of the Site**

**21.1** The Employer shall handover complete or part possession of the site to the Contractor seven days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at least 75% of the site.

**22. Access to the Site**

**22.1** The Contractor shall allow access to the Site and to any place where work in connection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:

- (a) The Engineer
- (b) The Employer

**23. Instructions**

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

**24. Dispute Redressal System**

**24.1** If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer in-Charge. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.





24.2 Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.

24.3 The composition of the Empowered Standing Committee will be:

- i. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
- ii. One official member not below the rank of additional chief engineer; and
- iii. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.

24.4 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

## 25. Arbitration

25.1 As defined in Uttarakhand Procurement Rule 2017, all question and dispute relating to the meaning of the specification, designs, drawings and instruction herein before mentioned as to thing whatsoever in any way arising out of or relating to the contract designs, drawings, specification, estimate, concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work, or a after the abandonment there of shall be referred to the Employer for his/her decision, within a period of 30 (thirty) days of such an occurrence (s).

There upon the Employer shall give his written instructions and/or decisions, after hearing the contractor and Engineer in charge within a period of 15 (fifteen) days of such request. This period can be extended by mutual consent of parties. Upon receipt of written instructions or decisions, of Employer the parties shall promptly proceed without delay to comply such instructions or decisions. If the Employer fails to give his instruction or decisions in writing within a period of 15 (fifteen) days or mutually agreed time after being requested and/or, if the party (cs) is/are aggrieved against the decision of the Employer, the aggrieved party may within 30 days prefer an appeal to the Chairnan/Secretary, who shall afford an opportunity to the parties of being heard and to offer evidence in support of his appeal. The Employer, will give his decision within 30 (thirty) days, or such, mutually agreed period. If any party is not satisfied with the decision of the Employer, it can request for an arbitration for resolving the dispute as





per the ARBITRATION AND CONCILIATION ACT, 1996 and THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015.

## 25.2 Jurisdiction

The venue and seat of arbitration shall be in Dehradun, Uttarakhand. The language of arbitration proceedings shall be English.

Any dispute arising in relation to this Contract shall be subjected to Jurisdiction of Courts at Dehradun, Uttarakhand.

## *B. Time Control*

### 26. Programme

26.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works, for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

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

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

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

### 27. Extension of the Intended Completion Date

27.1 The Employer on recommendation of the Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.

27.2 The Employer on recommendation of the Engineer shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

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**28. Delays Ordered by the Engineer**

**28.1** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay/delays totalling more than 30 days will require prior written approval of the Employer.

**29. Management Meetings**

**29.1** The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

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

*C. Quality Control*

**30. Identifying Defects**

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

**31. Tests**

**31.1** For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data. The Contractor shall be solely responsible for :

- a) Carrying out the mandatory tests prescribed in the MoRTH Specifications, and
- b) For the correctness of the test results, whether performed in his laboratory or elsewhere.

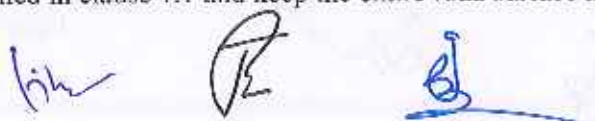
**31.2** If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

**32. Correction of Defects noticed during the Defects Liability Period and Performance Based Maintenance of Roads for Five years.**

**32.1** The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins from the Completion Date and ends after two years. The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

**32.2** Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer's notice.

**32.3** The Contractor shall do the Performance Based maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition





during the entire maintenance period which begins from the Completion Date and ends after Two years.

**32.5** To fulfil the objectives laid down in sub clauses 32.3 and 32.4 above, the Contractor shall undertake detailed inspection of the roads at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. The Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

**32.6** The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

### **33. Uncorrected Defects**

**33.1** If the Contractor has not corrected a Defect pertaining to the Defects Liability Period under clause 32.1 and clause 32.2 of these Conditions of Contract, to the satisfaction of the Engineer, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

## ***D. Cost Control***

### **34. Bill of Quantities**

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

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

### **35. Variations**

**35.1** The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works, he considers necessary during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

### **36. Payments for Variations**

**36.1** If the quantity of work for any BOQ item is varied, it will not constitute a variation for the purpose of payment to the contractor, at a rate other than the one mentioned in the Agreement.

**36.2** If the items for Variation are not specified in the Bill of Quantities, the Engineer shall derive the rate for such variation item from similar items in the Bill of Quantities.

**36.3** If the rate for Variation item cannot be determined in the manner specified in Clause 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the



Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the relevant schedule of rates of the state. The recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval. The decision of the employer shall be final and binding on the Contractor.

### **37. Cash Flow Forecasts**

**37.1** When the Programme is updated, the Contractor shall provide the Engineer with an updated cash flow forecast.

### **38. Payment Certificates**

**38.1** The payment to the Contractor will be as follows for construction work:

- a. The Contractor shall submit to the Engineer monthly statements of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.
- b. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- c. The value of work executed shall be determined, based on measurements by the Engineer.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- e. The value of work executed shall also include the valuation of Variations and Compensation Events.
- f. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- g. The payment of final bill shall be governed by the provisions of Clause 50 of GCC.

### **39. Payments**

**39.1** Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries in terms of the Contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts the Engineer has certified, within 15 days of the date of each certificate.

**39.2** The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) to make payment certified by the Engineer.

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





**39.4** Payment for the Performance Based maintenance of the roads will be made monthly for the satisfactory maintenance of the Works and based on the monthly bills submitted by the Contractor as per Clause 38.2 above and certified by the engineer, within 15 days of the date of each certificate. (refer special condition of contract no. 4.1).

#### **40. Compensation Events**

**40.1** The following shall be Compensation Events unless they are caused by the Contractor:

- (a). The Engineer orders a delay or delays exceeding a total of 30 days.
- (b). The effects on the Contractor of any of the Employer's Risks.

**40.2** If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall recommend to the Employer whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

#### **41. Tax**

**41.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities 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.

**41.2** Change in the Law Related to Taxes.

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes then the expenses payable to the Contractor under this Contract shall be increased or decreased accordingly under this Contract.

#### **42. Currencies**

**42.1** All payments will be made in Indian Rupees.

#### **43. Security Deposit**

**43.1** The Employer shall retain security deposit of five percent of the amount from each payment due to the Contractor until completion of the whole of the construction Work.

**43.2** On the satisfactory completion of the whole of the construction work, half the total amount retained as security deposit is repaid to the Contractor, half of the total amount retained as security deposit is repaid to the Contractor at the end of 2nd year after completion of the construction work subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

**43.3** The additional Performance Security for unbalanced bids as detailed in Clause 46 of the Conditions of Contract is repaid to the Contractor when the construction work is complete.

**43.4** The Performance Security equal to three percent of the Contract Price as detailed in Clause 46 of Conditions of Contract is repaid to the Contractor when the period of two years





fixed for defect liability period is over and the Engineer has certified that the Contractor has satisfactorily carried out the works.

**43.5** If the Contractor so desires, then the Security Deposit can be converted into any interest bearing security of scheduled commercial bank in the name of the Employer or National Saving Certificates duly pledged in favour of the Employer for Defects Liability Period.

#### **44. Liquidated Damages**

**44.1** In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fail to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten per cent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.

**44.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any such payment of liquidated damages by the Contractor by adjusting the next payment certificate.

**44.3** It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

#### **45. Advance Payment**

**45.1.** On the request of the Contractor, the Employer will make the following advance payment to the Contractor against submission by the Contractor of an Unconditional Bank Guarantee from a scheduled Commercial bank acceptable to the Employer in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested:





- a) Mobilization advance up to 5% (five per cent) of the initial contract price excluding the contract price for Performance Based maintenance
- b) Equipment Advance up to 90% (ninety per cent) of the cost of the new equipment brought to the site, subject to a maximum of 10% (ten per cent) of the initial contract price excluding the contract price for Performance Based maintenance

The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment. However, if the Contract is terminated due to default of the Contractor, the Mobilization Advance and the Equipment Advance shall be deemed to be an interest bearing advance at the base rate of the State Bank of India, as application on the date of such advance payment.

**45.2** The Contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

**45.3** The advance payment shall be recovered by deducting proportionate amounts from payments otherwise due to the Contractor for the construction work, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or liquidated damages.

#### **46. Securities**

**46.1** The Performance Security equal to 3% (three percent) of the Contract Price and additional security for unbalanced bids shall be provided to the Employer no later than the dates specified in the Letter of Acceptance and shall be issued in the form given in Contract Data.

**46.2** The Performance Security shall be valid until a date 45 days from the date of issue of certificate of completion of construction work and defect liability period subject to the condition that if the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially; however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to three percent of the Contract Price is always available with Employer until 45 days after the lapse of the Defects Liability Period. If the Contractor fails to maintain the above Performance Security, the Employer would recover the same from any dues payable to the Contractor.

#### **47. Cost of Repairs**

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

### ***E. Finishing the Contract***

#### **48. Completion of Construction and Maintenance**

**48.1** The Contractor shall request the Engineer to issue a certificate of completion of the construction of the Work and the Engineer will do so upon deciding that the Work is completed.





48.2 The Contractor shall request the Engineer to issue the certificate of completion of the Performance Based Maintenance and the Engineer will do so upon deciding that the work of Performance Based Maintenance is completed.

#### 49. Taking Over

49.1 The Employer shall take over the Works within seven days of the Engineer's issuing a certificate of Completion of Works. The Contractor shall continue to remain responsible for its Performance Based Maintenance during the maintenance period.

49.2 The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the work of Performance Based Maintenance.

#### 50. Final Account

50.1 The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of completion of construction of Works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor for Works within 42 days of receiving the Contractor's account if it is correct and complete. If the account submitted by the Contractor is not correct or complete, the Engineer shall issue a schedule to the Contractor, within 42 days, that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory, after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for construction of Works will be made within 14 days thereafter.

50.2 In case the account for construction is not received within 21 days of issue of Certificate of Completion as provided in clause 50.1 above, the Engineer shall proceed to finalise the account and issue a payment certificate within 28 days. The payment of final bill for construction of Works will be made within 14 days thereafter.

50.3 The Contractor shall submit to the Engineer a detailed account of the total amount that the Contractor considers payable for maintenance of works under the contract 21 days before the end of the Performance Based Maintenance Period. The Engineer shall issue a Performance Based Maintenance Completion Certificate and certify any final payment that is due to the Contractor within 21 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the revised account is still unsatisfactory after it has been resubmitted by the Contractor, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate within 28 days of receiving the Contractor's revised account. The payment of final bill for Performance Based maintenance will be made within 14 days thereafter.

#### 50.4 Change in law

(i) If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority's Engineer of such additional cost due to Change in Law.





(ii) If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to the Authority's Engineer of such reduction in cost due to Change in Law.

(iii) The Authority's Engineer shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law.

## **51. Operating and Maintenance Manuals**

**51.1** If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

**51.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

## **52. Termination**

**52.1** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

**52.2** Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 15 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a Security, which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining



something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

- (h). if the Contractor has not completed at least three-eighth of the value of construction Work required to be completed after half of the completion period has elapsed;
- (i). if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j). if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k). if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l). if the Contractor engages child labour in violation of prevailing laws;
- (m). if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n). any other fundamental breaches as specified in the Contract Data

**52.3** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**52.4** 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.

### **53. Payment upon Termination**

**53.1 (i)** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of 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 recovered from the Security Deposit, and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from DSCL works, any other State Government works including State Public Sector works executed by the Contractor.

**53.1 (ii)** If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding defects liability period and Performance Based maintenance of roads for Five years, the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from DSCL works, any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

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





#### **54. Property**

**54.1** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the Contract is terminated because of the Contractor's default, till the Works is completed after which it will be transferred to the Contractor and credit, if any, given for its use.

#### **55. Release from Performance**

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

**55.2** Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

#### **F. Other Conditions of Contract**

#### **56. Labour**

**56.1** 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 safety, payment, housing, feeding and transport.

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

#### **57. Compliance with Labour Regulations**

**57.1** 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 authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Conditions of Contract. 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

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any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of Performance Security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

**57.2** Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favourable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labor regulations and their impact on the cost and build up the same in the Contract Price. During the Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.

**57.3** In the event of default being made in the payment of any money in respect of wages of any person employed by the Contractor or any of its sub-contractors of any tier in and for carrying out of this Contract and if a claim therefore is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labor Authorities, the Employer may, failing payment of the said money by the Contractor, make payment of such claim on behalf of the Contractor to the said Labor Authorities and any sums so paid shall be recoverable by the Employer from the Contractor.

**57.4** It shall be the responsibility of the Contractor to pay EPF/ESI contributions as required under prevailing laws. The Contractor shall bear all such cost and it would be deemed to be included in the Contract Price.

**57.5** The employment of child labor is prohibited in the Contract. The Contractor shall comply with the Child Labor (Prohibition and Regulation) Act, 1986.

**57.6** The Contractor shall ensure that there is no gender bias in engagement of labor and other personnel and shall not make any discrimination against female employees. The Contractor shall comply with the Equal Remuneration Act, 1979 and Maternity Benefit Act, 1961.

**57.7** The Contractor shall have a Labor Welfare Organization which shall be responsible for labor welfare and compliance with prevalent labor laws, statutes and guidelines. In this context, the Contractor is also required to familiarize himself with Labor Welfare Rules of the state concerned and comply with the provisions of the Building and other Construction Workers (Regulation and Employment & Conditions of Service), Act 1996 and the Cess Act, 1996.

**57.8** The Contractor shall provide and maintain at his own expense, all necessary accommodation and welfare facilities as per prevailing labor and welfare laws for his (and his Sub-contractor's) staff and labor.

**57.9** The Contractor shall prepare and submit compliance reports of adherence to labor laws as and when directed by the Engineer.



**58. Drawings and Photographs of the Works**

**58.1** The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

**58.2** The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his sub-Contractors without the prior approval of the Employer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

**59. The Apprentices Act, 1961**

**59.1** The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (III of 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

*6/10* *AP* *[Signature]*



## Contract Data to General Conditions of Contract

Except where otherwise indicated, the Employer prior to issuance of the bidding documents should fill in all Contract Data. Schedules and reports to be provided by the Employer should be annexed.

Clause Reference

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

1. The Employer is [Cl.1.1]
- |   |                               |
|---|-------------------------------|
| Designation:                                | Chief Executive Officer, DSCL |
| Address:                                    | DSCL DEHRADUN                 |
| Name of officer for signing the contract    | CEO, DSCL Dehradun            |
| TeleFax No.(s): Office:                     | 0135-2750984                  |
| FAX No-                                     | 0135-2750817                  |
| Electronic Mail Identification (E-mail ID): | smartcity-dscl@uk.gov.in      |

The Engineer is:-

Designation:

(a) Executive Engineer, DSCL, Dehradun for execution of works as per contract. He will be in-charge of the work. CEO, DSCL will be responsible for making payments as per clause 39.2 of GCC.

Telephone No.(s): Office:	0135-2750984
Mobile No.:	9756601448
Facsimile (FAX)	0135-2750817
Electronic Mail Identification (E-mail ID):	smartcity-dscl@uk.gov.in

(b) Chief General Manager, DSCL for Supervision & Administration of the works as per contract.

Telephone No.(s): Office:	0135-2750984
Mobile No.:	9412009708,
Facsimile (FAX) No.:	0135-2750817
Electronic Mail Identification (E-mail ID):	smartcity-dscl@uk.gov.in

3. The Intended Completion Date for the whole of the Works is 01 [Cl.1.1, 17&27] month after start of work.
5. The Site is located in District- Dehradun as listed in Section 8. [Cl.1.1]
6. The Start Date shall be 07 days after the date of issue of the Notice to [Cl.1.1] Proceed with the work.
7. (a) The name and identification number of the Contract is :



DSCL-120137/1/2021-IT-DICCC/2021-22

[Cl.1.1]

(b) The Works consist of following specification as per MoRTH

[Cl.1.1]

and IRC norms 35-2015

The works shall, inter-alia, include the following, as specified or as directed.

8. Section completion is NA [Cl.2.2]
9. The following documents also form part of the Contract: [Cl.2.3(11)]
- (1) Letter of Acceptance;
  - (2) Notice to proceed with the works;
  - (3) Contractor's Bid;
  - (4) Contract Data;
  - (5) Special Conditions of Contract;
  - (6) General Conditions of Contract;
  - (7) Specifications;
  - (8) Drawings;
  - (9) Bill of Quantities; and
  - (10) Any other document listed in the Contract Data as forming part of the contract.
10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
- (b) The language of the Contract documents is English [Cl.3.1]
11. The Schedule of Other Contractors will be provided by the Engineer. [Cl.8.1]
12. A. The Technical Personnel for construction work are: NA [Cl.9.2]
- 13(a) & 13(b) Amount and deductible for insurance are: [Cl. 13.1] [Cl. 13.3 (a)]

S. No.	Item	Minimum cover for insurance	Maximum deductible for insurance
1.	Works, Plants & Materials	Equal to contract amount	0.50% of contract amount
2.	Loss or damage to Equipment	10% of contract amount	0.25% of contract amount
3.	Other properties	5% of contract amount	0.25% of contract amount
4.	Personal injury or death insurance	10.00 lacks	-
	a. For other people		
	b. For contractor's employees & labors.	In accordance with statutory requirement applicable to India	

14. Site investigation report:- NA

15,16 NA

[Cl.14.1]

17. (a) The period for submission of the programme for approval of Engineer shall be 15 days from the issue of Letter of Acceptance. [Cl.26.1]





- (b) The updated programme shall be submitted at interval of 15 days. [Cl. 26.3]
- (c) The amount to be withheld for late submission of an updated programme shall be Rs. 2 lakhs. [Cl. 26.3]
18. NA [Cl. 31.1a]
19. The authorized person to make payments is CFO [Cl.39.2]

**19.a Clause 41.1 of GCC shall be replaced as per following:-**

The rates quoted by the Contractor shall be deemed to be exclusive of the Goods and Services Tax (GST) and all taxes falling within preview of GST-Act 2017 but including labour cess, other levies, duties, royalties, cess, toll, taxes of local bodies and authorities 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, payment of GST and required deductions in this reference will be made as per applicable law. (Cl.41.1)

20. (a) Milestones to be achieved during the contract period
- (1) 1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction
  - (2) 3/8<sup>th</sup> of the value of entire contract work up to 1/2 of the period allowed for completion of construction
  - (3) 3/4<sup>th</sup> of the value of entire contract work up to 3/4<sup>th</sup> of the period allowed for completion of construction
- (b) Amount of liquidated damages for delay in completion of works
- |  |   |
|--|---|
|  | For Whole of work<br>1 percent of the Initial<br>Contract Price, rounded<br>off to the nearest<br>thousand, per week. |
|--|---|
- (c) Maximum limit of liquidated damages for delay in completion of work.
- |  |   |
|--|---|
|  | 10 per cent of the Initial<br>Contract Price rounded<br>off to the nearest thousand.<br>[Cl.44.1] |
|--|---|
21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercial bank. [Cl. 46.1]
22. (a) The Schedule of Operating and Maintenance Manuals 30 Days after the completion of work. [Cl.51.1]
- (b) The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]

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23. The amount to be withheld for failing to supply "as-built" drawings by the date required is 1% of the construction amount of the contract price but in any case not less than Rs. 1 Lakhs. [CI.51.2]
24. (a) The period for setting up a field laboratory with the prescribed equipment is 30 days from the date of notice to start work - NA [CI.52.2 (i)]
- (b) The following events shall also be fundamental breach of Contract : [CI.52.2 (k)]  
"The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract"
25. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent. [CI.53.1(i)]



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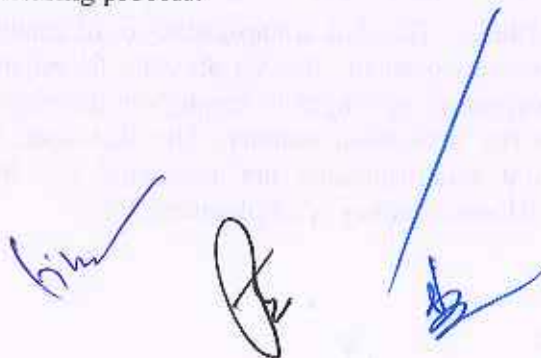
## Appendix to Part I General Conditions of Contract

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

- (a) **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) **Maternity Benefit Act 1961:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) **Contract Labour (Regulation & Abolition) Act 1970:** - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.
- (g) **Payment of Wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.



- (j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- (l) **Trade Unions Act 1926:** - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.





## Section 4

### Conditions of Contract

#### Part – II Special Conditions of Contract

These conditions vary and add to the Conditions of Contract set out in Part I General Conditions of Contract

#### Special Conditions of Contract for ensuring implementation of ECoP provisions mandated for the Contractor

The Contractor will abide by the environmental, occupational health and safety (EHS) measures listed in the tables given below. Adverse impact/s on the environment caused due to non-adherence of legal and/or EHS requirements during preparation and execution of civil works shall be made good at the Contractor's own expenses. The Environmental Codes of Practice (ECoP) from which these conditions have been derived/listed is available with the SRRDA, concerned PIU and is also available on the NRRDA website ([www.pmgcy.nic.in](http://www.pmgcy.nic.in)) for the Contractor's reference.

S.No.	Contract Condition	References*
1.	Prior to construction commencement, the Contractor shall designate a senior member of his team who shall be responsible for implementation of ECoP provisions and will coordinate its over-all implementation activities across all road/s in the contract. The name and contact details of the designated member shall be communicated to the Engineer in writing.	-
2.	Immediately after mobilization and along with the Work Programme, the Contractor shall submit a plan including method statement and timeline about specific actions that will be taken by him to implement the provisions laid out in the ECoPs.	-
2.	Prior to construction commencement, The Contractor shall obtain all requisite statutory clearances prior to commencement of civil works for setting-up construction camp including labor camp; plants and equipment; borrow areas and quarry including blasting operations and abide by all conditions laid out in the said clearances. This includes: <ul style="list-style-type: none"><li>▪ Consents for establishment and operation of plants from State Pollution Control Board</li><li>▪ PUC certification for all vehicles/equipment used for construction</li><li>▪ Permission/consent of the District Administration/Mining Department/other agencies for quarrying operations</li><li>▪ Authorization for storage and transportation of explosive material.</li></ul>	<ul style="list-style-type: none"><li>▪ ECoP 1.0</li><li>▪ ECoP 2.0</li><li>▪ ECoP 13.0</li></ul>
3.	The Contractor shall consult and obtain written consents of landowners (individual/panchayat/govt. agency) for temporary use of land for all construction related activities including <ul style="list-style-type: none"><li>(a) setting-up and operation of construction and labour camps;</li><li>(b) borrow areas and</li><li>(c) disposal of debris and other waste material, as per ECoP provisions.</li></ul>	<ul style="list-style-type: none"><li>▪ ECoP 3.0</li><li>▪ ECoP 5.0</li><li>▪ ECoP 6.0</li><li>▪ ECoP 10.0</li><li>▪ ECoP 13.0</li><li>▪ ECoP 14.0</li><li>▪ ECoP 20.0</li></ul>

*bir* *Re* *[Signature]*



S.No.	Contract Condition	References*
4.	Water for construction and for use at the construction camps (including labour camps) is to be extracted with prior written permission of (a) the individual owner, in case the source is private well/tube well; (b) Gram Panchayat in case the source belongs to community; and (c) Irrigation Department in case the source is an irrigation canal or a river.	<ul style="list-style-type: none"> <li>▪ ECoP 1.0</li> <li>▪ ECoP 8.0</li> </ul>
5.	All precautionary measures for prevention of pollution from the entire project site shall be implemented as per the requirements / standards of CPCB, SPCB and ECoPs. Any impacts on the environment caused due to non-adherence of legal and ECoP requirements during the construction activities shall be made good at the Contractor's own expenses.	<ul style="list-style-type: none"> <li>▪ ECoP 2.0</li> <li>▪ ECoP 3.0</li> <li>▪ ECoP 5.0</li> <li>▪ ECoP 7.0</li> <li>▪ ECoP 8.0</li> <li>▪ ECoP 10.0</li> <li>▪ ECoP 13.0</li> <li>▪ ECoP 19.0</li> </ul>
6.	All work sites and areas under temporary use (including construction and labour camps, plant sites, borrow areas) shall be restored/ rehabilitated to a better condition (if not at least to its original condition) and to the satisfaction of the Engineer and land owner upon completion of construction work by the Contractor.	<ul style="list-style-type: none"> <li>▪ ECoP 3.0</li> <li>▪ ECoP 5.0</li> <li>▪ ECoP 7.0</li> <li>▪ ECoP 10.0</li> <li>▪ ECoP 13.0</li> </ul>
7.	All liabilities as per the Contractor's agreement with the landowners/ local people/gram panchayat (including those related to temporary use of land, water extraction and disposal of debris) shall be settled and certified before demobilization by the Contractor.	<ul style="list-style-type: none"> <li>▪ ECoP 5.0</li> <li>▪ ECoP 8.0</li> <li>▪ ECoP 10.0</li> <li>▪ ECoP 13.0</li> </ul>

The Contractor needs to abide by the environmental, health and safety measures listed in the table below:

S. No	Activity	Measures to be Implemented by the Contractor	Reference
1.	Construction/ Labour Camp	<p>(a) <b>Location:</b> Location of camp site/s shall be as per the stipulations of ECoP 3.0, for which consent of the land owner/local authorities shall be submitted to the Engineer for approval. Construction camp sites (including plant sites, and material stock yards) shall be located (preferably in the downwind direction) at least 500 mts. from the nearest settlement and protected natural habitats (such as National Parks, Sanctuaries, Biosphere Reserves, Reserve Forests, Ramsar Sites etc.).</p> <p>(b) <b>Accommodation:</b> All weather shelter with adequate tenement size shall be provided, as per provisions of ECoP 3.0. If a common mess is not operated, additional space for cooking shall be provided.</p> <p>(c) <b>Fuel for Cooking:</b> The Contractor shall ensure that fuel wood is not used as a cooking medium in the construction/labour camp.</p> <p>(d) <b>Toilet/pli latrine:</b> One toilet for 15-20 persons with minimum two in a workers camp shall be provided. Separate toilet facilities shall be provided for women workers.</p> <p>(e) <b>Bathing/Washing Facilities:</b></p> <p>(f) <b>Potable water supply:</b> Drinking water supply of at least 40 lpcd with the required supply points shall be provided.</p>	ECoP 3.0





S. No	Activity	Measures to be Implemented by the Contractor	Reference
		(g) <u>Fire Safety</u> : Adequate fire safety precautions shall be taken and the required fire safety equipment (such as fire extinguishers) shall be provided by the Contractor.	
2.	Site Clearance	(a) All required precautions/measures to prevent damage to road side vegetation outside the formation cutting and filling areas shall be	ECoP 2.0
		(b) The non-timber grade trees are to be stacked and possession is to be given to Employer/concerned Govt. Department. These can be used for preparing log barriers with prior permission of the Employer/concerned Govt. Department.	
		(c) The Contractor shall strip, store, preserve and reinstate top soil in work fronts as specified in ECoP 6.0.	ECoP 2.0
3.	Protection of Properties and Resources	The Contractor shall take due care to protect and prevent damages to the following resources: a. Water supply lines b. Irrigation canals c. Mule and/or foot trail/tracks d. Cultural properties and sites/structures of religious importance e. Houses, Farmlands, Orchards etc. during cutting or debris disposal In case of damages due to construction activities, the restoration/repairs shall be carried out by the Contractor at his own cost.	<ul style="list-style-type: none"> <li>▪ ECoP 2.0</li> <li>▪ ECoP 15.0</li> </ul>
4.	Slope Stability	(a) The Contractor shall ensure that the slope cutting, debris disposal and blasting operations are carried out in a manner that minimises slope instabilities. Due attention shall be given to timing and sequencing of such works to reduce slope failures.	ECoP 9.0
		(b) Good construction practices as prescribed in the ECoP 10 (such as cut slopes with benches, control surface run-off etc.) will be adopted as per site conditions.	
5.	Quarry	(a) The Contractor shall procure material from quarries that have been approved/licensed by the State Govt. A copy of such an approval shall be submitted to the Engineer prior to procuring material.	ECoP 7.0
		(b) PPE: Personal protective equipments shall be provided to workers as prescribed in ECOP and quarry permit.	
		(c) First-aid: First-aid arrangements shall be maintained at the quarry and crusher site.	





S. No	Activity	Measures to be Implemented by the Contractor	Reference
		<p>(e) In the event of Contractor opening a new quarry for the project, the following additional conditions shall apply -</p> <ul style="list-style-type: none"> <li>▪ <u>Location</u>: Location of quarry site shall be as per the exclusion criteria defined in ECoP 7.0.</li> <li>▪ <u>Site preparation</u>. Area shall be demarcated as approved in the permit and shall be reconfirmed by the Engineer. Site clearance shall take place only within the demarcated area. Top soil, if any, shall be stripped, stacked and preserved for re-use.</li> <li>▪ <u>Operation</u>: The quarry shall be operated by adopting/implementing environmental, health and safety measures as specified in the permit conditions and as laid out in ECoP 7.0</li> <li>▪ <u>Closing and restoration</u>. In case of Contractor operated quarries, the site shall be provided with proper drainage facilities prior to closure. Restoration shall be done as per the permit conditions.</li> </ul>	
6.	Borrow Areas	<p>(a) Identification, operation and rehabilitation of borrow areas shall be done as per stipulations of ECoP 5.0.</p> <p>(b) The Contractor shall not procure any kind of construction material (such as aggregates, sand, earth etc.) from natural habitats.</p>	<p>ECoP 5.0</p> <p>ECoP 19</p>
7.	Traffic Safety and Management	<p>(a) In areas where traffic is to be diverted during construction, the traffic detour shall be planned and publicized to the local people. Necessary information signage shall be erected to inform the road users.</p> <p>(b) Traffic safety arrangements (including provision of warning signage and delineation) shall be made by the Contractor to ensure safety of road users, local people and workers.</p> <p>(c) Material shall be covered during transportation to prevent spillage, accidents and pollution.</p>	ECoP 14.0
8.	Public and Worker's Safety	<p>(a) All measures required for ensuring safety and health of the workers shall be taken up by the Contractor. This includes provision and enforcement of appropriate personal protective equipment; first aid facilities at camp, plant, quarries and work zones; emergency response; fire, electrical and mechanical safety arrangements.</p> <p>(b) Material safety data sheet record of the fuel and other inflammable chemicals shall be maintained at the site.</p> <p>(c) Explosive materials storage must be away from residential areas, administrative areas or other public areas, the location of the storage must be accepted, approved by relevant authority and comply with existing regulations.</p>	<ul style="list-style-type: none"> <li>▪ EC oP 13.0</li> <li>▪ EC oP 14.0</li> </ul>
9.	Air Pollution	<p>(a) Wind barriers or screens shall be provided in the downwind direction at air pollution causing sources like plant sites and fine material storage stock yards.</p> <p>(b) All workers operating in the fugitive dust emission areas need to be provided with masks.</p> <p>(c) All plants and equipment shall comply with pollution control norms.</p>	ECoP 13.0







S. No	Activity	Measures to be Implemented by the Contractor	Reference
		(d) Water shall be sprinkled at least twice during dry day on haulage roads passing through or near settlements (including at least 100 m before and after the settlement).	
10.	Water pollution	<p>(a) All measures (including temporary silt fencing to control sediment run-off) required for avoiding adverse impacts to water bodies (such as ponds, streams, canals and rivers) and water sources (such as hand pumps and wells) shall be undertaken by the Contractor.</p> <p>(b) The Contractor shall ensure that site offices and particularly storage areas for diesel fuel and bitumen are not located within 200 meters of watercourses, and are operated so that no pollutants enter watercourses, either overland or through groundwater seepage, especially during periods of rain.</p> <p>(c) Storage of fuel, chemicals, cement, bitumen etc. shall be done in a manner (such as impervious layer on bottom and a covered shed on top) that does not contaminate ground and surface water.</p>	ECoP 11.0
11.	Noise Pollution	<p>(a) All noise causing activities within 1km radius of settlements shall be stopped during night time (9:00 PM to 6:00 AM).</p> <p>(b) Ear plugs shall be provided to the labour facing risk from high noise pollution (such as plant sites, blasting zones and generators) in the construction zone.</p>	ECoP 14.0
12.	Site Restoration/ Closure and Disposal of Debris/ Wastes	<p>(a) At the completion of the construction work, all construction camp facilities shall be dismantled and removed from the site and the whole site restored to a similar condition to that prior to the commencement of the works and obtain a written consent from the owner of the land.</p> <p>(b) All debris and spoils generated during construction works are to be reused to the extent feasible (technically and economically). Residual debris and spoils, if any, shall be disposed in locations approved by the Engineer in a manner that it does not contaminate the environment.</p> <p>(c) Location of Debris Disposal Sites: Debris disposal sites shall be selected as per the exclusion criteria prescribed in ECoP 10.</p> <p>(d) Site preparation and disposal method: Site will be prepared by stripping and storage of top-soil and construction of barriers (as necessary). Disposal needs to be done through benching of material and appropriate level of compaction to prevent instability of the mass disposed.</p> <p>(e) Closure: Disposal sites shall be properly dressed with top-soil re-laid on the site surface; drainage provision to divert run-off water away from the site and; vegetation (grass/shrub) plantation</p> <p>(f) Soak pits and septic tanks shall be covered and effectively sealed off. All other wastes shall be collected and disposed as per the provisions of ECoP 10.0.</p>	ECoP 10.0

The following activities, but not limited to, are **prohibited** on, along or near the project site:

- (1) Any activity which is hazardous for human life.
- (2) Any activity which is hazardous for environment.

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## Section 5 Specifications

**Note: The following are the guidelines for framing the specifications and, therefore, will not be part of the contract. These should be excluded from the bidding document.**

**A.** The Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5<sup>th</sup> Revision) Specifications for Roads published by the IRC35:2015 (2<sup>nd</sup> Revision) shall apply.

**B.** Particular specifications:-

For items whose specifications given in MoRTH Specifications for road and bridge works need changes partly or wholly due to local conditions, the respective clauses are to be suitably modified to the extent felt necessary giving clause wise description of modifications under this head.

(i) MoRTH Specifications for Road & Bridge Works (5<sup>th</sup> Revision) Clauses Nil

**C.** For purposes of quality control, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5<sup>th</sup> Revision) shall apply.

## Drawings

**Note: The design, drawings, standards and guidelines of IRC: 103-2012,6.7.2 and other relevant IRC Standards, Codes etc. are to be followed for all-weather rural roads.**

**The guidelines will not be part of the Contract. These should be excluded from the bidding document.**

### List of Drawings:-

1. Key Map
2. Drawings for, pavement markings and
3. Drawings to be followed for actual execution of work should bear the stamp "Good for construction".
4. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
5. Complete set of drawings should be issued along with other tender documents so as to form part of the Agreement.



**Section 6**

**FORM OF BID FOR PART I OF THE BID**

**Technical Qualification Part I of Bid**

*The Bidder shall fill in and load this form for Part I of Bid separately from the form for Part II of the Bid.*

To [Name of Employer] .....

Address:- .....

Identification Number of Works .....

Description of Works .....

Dear.....

1. Having read the Bidding Documents, Requirements for submission of documents in ITB Clause 12, and acceptance of provisions for Fraud and Corruption in the Bidding Document, I/we submit in attachment all documents required in the Bidding Document together with all the Affidavits regarding the correctness of information/documents for the above stated bid.
2. I/we confirm that the Bid fully complies with all the requirements including the Bid Validity and Bid Security as required and specified by the bidding documents.
3. I/we certify that the information furnished in our bid is correct to the best of our knowledge and belief.

Authorised Signatory.....  
Name and Title of Signatory.....  
Name of Bidder .....

Authorised Address of Communication.....  
.....  
Telephone Nos (Office) .....

Mobile No. ....  
Facsimile (Fax) No. ....  
Electronic Mail Identification (Email ID) .....



## Form of Bid for Part II of the Bid

### Technical - Financial Part II of Bid

*The Bidder shall fill in and load this form for Part II of Bid separately from the form for Part I of the Bid*

To [Name of Employer] .....

Address:- .....

Identification Number of Works .....

Description of Works .....

Dear.....

1. With full understanding that Part II of our bid will be opened only if I/ we qualify on the basis of evaluation in Part I of the Bid, we offer to execute the works described above, remedy any defects therein, and carry out the Performance Based maintenance in conformity with the Conditions of Contract, Specifications, Drawings and Bills of Quantities accompanying in Part II of the Bid.
2. This Bid and your written acceptance of it shall constitute a binding contract between us. I/ we understand that you are not bound to accept the lowest or any bid you receive.
3. I/ we undertake to commence the works on receiving the Notice to Proceed with the Work in accordance with the Contract Conditions.

Name of Bidder .....

Authorised Address of Communication.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

Electronic Mail Identification (Email ID) .....





## FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)

I, ..... (name of the authorised representative of the bidder) son/daughter of ..... resident of ..... (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number ..... date ..... issued by ..... (authority inviting bids) for ..... (name and identification of work ) are true and correct.

2. \*I hereby certify that I have been authorised by ..... (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....

\* not applicable if the bidder is an individual and is signing the bid on his own behalf.



## *Bill of Quantities for item rate bids*

### Notes:

- (1) The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2 and Part I General Condition of Contract 39.3).
- (2) Unit rates and prices shall be quoted by the bidder in Indian rupees [ITB Clause 14.1].
- (3) For Performance Based Maintenance, the unit rate indicated by the Authority shall apply. The Bidder is required to accept these rates. Further, the payment shall be performance based.

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**Section 8**  
**Standard Form**  
**Letter of Acceptance and Other Forms**

**Standard Forms**

**(a) Letter of Acceptance**

**Notes on Standard Form of Letter of Acceptance**

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 29 and 30 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed and approval of the competent authority has been obtained.

*[Letter head paper of the Employer]*

*[Date]*

To:

*[Name of the Contractor]*

*[Address of the Contractor]*

This is to notify you that the Employer, namely, \_\_\_\_\_ has accepted your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ *[name of the Contract and identification number, as given in the Contract Data]* and Performance Based Maintenance of the works for five years (Two years if Stage-I) for the Contract Price of Rupees

\_\_\_\_\_ *[amount in figures and words]* is hereby accepted by our Agency.



You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 26.3) [where applicable] in the form detailed in Cl. 30 of ITB for an amount of Rs. \_\_\_\_\_ within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.

2. You are also requested to indicate your nominee as required under Clause 53.2 of the GCC.

Yours faithfully,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment:





**(b) Issue of Notice to Proceed with the Work**  
(Letter head of the Employer)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Contractor)



\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the construction of \_\_\_\_\_ and Performance Based maintenance for five years (Two years if Stage-I) after completion of construction, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

*hin*  

**(c) Standard Form of Agreement**

***Standard Form: Agreement***

**Agreement**

This Agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
between \_\_\_\_\_

\_\_\_\_\_ [name and address of  
Employer]

(hereinafter called "the Employer") of the one part, and

\_\_\_\_\_ [name  
and address of Contractor] (hereinafter called "the Contractor" of the other part).

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_ [name and identification number of Contract] (hereinafter called "the  
Works") and the Employer has accepted the Bid by the Contractor for the execution and  
completion of such Works and the remedying of any defects therein at a cost of  
Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within 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) Notice to Proceed with the works;
- iii) Contractor's Bid;
- iv) Contract Data;
- v) Special Conditions of Contract and General Conditions of Contract;
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other document listed in the Contract Data as 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.

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor: \_\_\_\_\_



(d) Form of unconditional Bank Guarantee from Contractor for  
[To be specified by State]

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until ..... (i.e.) 45 days from the date of expiry of the Defects Liability Period.

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

<sup>1</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.





**PERFORMANCE BANK GUARANTEE (for unbalanced items)**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee] / \_\_\_\_\_ [in words], such sum being payable in Indian Rupees and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until ..... (i.e.) 45 days from the date of issue of the certificate of completion of works.

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

<sup>1</sup> An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.

him  


**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contract]

Gentlemen:

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

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

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

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

Yours truly,

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

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<sup>1</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.





**List and Locations of Zebra Crossing with Approaches**

1	Aggarwal Filling Station/ Kanak Chowk- Lansdowne	49	Nehru Colony Junction/ Fountain Chowk- Teg Bahadur Rd
2	Aggarwal Filling Station/ Kanak Chowk-Survey Chowk	50	Nehru Colony Junction/ Fountain Chowk- Income Tax
3	Aggarwal Filling Station/ Kanak Chowk-Secretariat	51	Niranjanpur Sabji Mandi Chowk- ISBT
4	Aggarwal Filling Station/ Kanak Chowk-Kwality Chowk	52	Niranjanpur Sabji Mandi Chowk- Lal Pul
5	Balliwala Chowk-Kanwali	53	Niranjanpur Sabji Mandi Chowk- GMS
6	Balliwala Chowk-Vasant Vihar	54	ONGC Chowk- Ballupur
7	Balliwala Chowk-GMS	55	ONGC Chowk- FRI
8	Balliwala Chowk-Ballupur	56	ONGC Chowk- Cantt
9	Ballupur Chowk-Balliwala	57	ONGC Chowk- Rajendra Nagar
10	Ballupur Chowk-Cantt	58	Rispana Junction-Jogiwala
11	Ballupur Chowk-Prem Nagar	59	Rispana Junction-ISBT
12	Ballupur Chowk-Clock Tower	60	Rispana Junction-Dharampur
13	Dharampur Chowk-Mata Mandir	61	Sahasdhara Crossing- Raipur
14	Dharampur Chowk-Rispana junc	62	Sahasdhara Crossing- ITDA
15	Dharampur Chowk-Police Line	63	Sahasdhara Crossing- Survey Chowk
16	Dharampur Chowk-Aaraghar	64	Saint Jude Chowk 1- Balliwala
17	Doon Hospital-Court	65	Saint Jude Chowk 1- Transport Nagar
18	Doon Hospital-New OPD Doon Hospital	66	Saint Jude Chowk 1- Shimla Bypass
19	Doon Hospital-Tehsil	67	Saint Jude Chowk 1- St Jude 2
20	Doon Hospital-MKP	68	Shimla Bypass Chowk- ISBT
21	Doon Hospital-Buddha Chowk	69	Shimla Bypass Chowk- St Jude
22	Darshan Lal Chowk- Tehsil	70	Shimla Bypass Chowk- Niranjanpur
23	Darshan Lal Chowk-St Thomas	71	Sri Durga Sweet Shop-Ponta
24	Darshan Lal Chowk-Clock Tower	72	Sri Durga Sweet Shop-St Jude
25	Darshan Lal Chowk-Lansdowne	73	Sri Durga Sweet Shop-Approach 3
26	FRI Gate-Vasant Vihar	74	Survey Chowk- Nainy Bakery
27	FRI Gate-Prem Nagar	75	Survey Chowk- Karanpur
28	FRI Gate-Ballupur	76	Survey Chowk- Rajpur Rd
29	ISBT Chowk-Kargi	77	Survey Chowk- Dwarika Chowk
30	ISBT Chowk-Asharodi	78	Survey Chowk- Parade Ground
31	ISBT Chowk-Shimla Bypass	79	Tehsil Chowk- Darshan Lal Chowk
32	Kargi Chowk-Banjarawala	80	Tehsil Chowk- Doon Hospital
33	Kargi Chowk-ISBT	81	Tehsil Chowk- Prince Chowk
34	Kargi Chowk-Indresh Hospital	82	Tehsil Chowk- Choti Sabji Mandi
35	Kargi Chowk-Rispana Chowk	83	Vasant Vihar- Panditwari (Shahid Vivek Gupta Chowk)
36	Kishan Nagar Chowk-Ballupur	84	Vasant Vihar-FRI
37	Kishan Nagar Chowk-Yamuna Colony	85	Vasant Vihar-Vasant Vihar Phase-2
38	Kishan Nagar Chowk-ONGC	86	Vasant Vihar- Balliwala
39	Lal Pul Chowk- Indresh Hospital	87	Saharanpur Chowk-Kanwali
40	Lal Pul Chowk- Saharanpur Chowk	88	Saharanpur Chowk-Jhanda Bazar
41	Lal Pul Chowk- Mandi	89	Saharanpur Chowk-Lal Pul
42	Lansdowne/Lencidon Chowk- Tibetan Market	90	Saharanpur Chowk-Railway Station
43	Lansdowne/Lencidon Chowk- Buddha Chowk	91	Buddha Park (Chowk)- Darshan Lal Chowk
44	Lansdowne/Lencidon Chowk- Darshan Lal Chowk	92	Buddha Park (Chowk)- City Heart Centre
45	Lansdowne/Lencidon Chowk- Parade Ground	93	Buddha Park (Chowk)- Lansdowne
46	Lansdowne/Lencidon Chowk- Indra Market	94	Buddha Park (Chowk)- CMI Chowk
47	Nehru Colony Junction/ Fountain Chowk-Raipur	95	Buddha Park (Chowk)- Doon Hospital
48	Nehru Colony Junction/ Fountain Chowk-Chanchal Tiraha	96	Garhi Cantt Chowk- Towards ONGC





**List and Locations of Zebra Crossing with Approaches**

97	Garhi Cantt Chowk- Towards Tapkeshwar Temple	141	Race Course Chowk- Police Line
98	Garhi Cantt Chowk- Towards Dakra	142	Race Course Chowk- MKP
99	Garhi Cantt Chowk- Towards Military Cantt	143	Bhel Chowk- Rajpur Rd
100	MKP Chowk- Doon Hospital	144	Bhel Chowk- Clock Tower
101	MKP Chowk- Dwarika Chowk	145	Bhel Chowk- Nanny's Bakery
102	MKP Chowk- Buddha Chowk	146	Bindal Chowk/Tiraha- Clock Tower
103	MKP Chowk- CMI	147	Bindal Chowk/Tiraha- Tilak Road
104	Anurag Chowk	148	Bindal Chowk/Tiraha- Kishan Nagar Chowk
105	Anurag Chowk- Secadwar	149	City Heart Center Chowk-Buddha Chowk
106	Anurag Chowk- Vasant Vihar	150	City Heart Center Chowk-Survey Chowk
107	Puliya No. 6 Chowk- Towards Rajpur	151	City Heart Center Chowk-Dwarika Chowk
108	Puliya No. 6 Chowk- Towards Fountain Chowk	152	Globe Chowk
109	Puliya No. 6 Chowk- Towards IRDF	153	DAV Cut-Approach 2-Nany's Bakery
110	Puliya No. 6 Chowk- Towards Jogiwala	154	DAV Cut-Approach 3-EC Road
111	Bengali Kothi- Kargi	155	DAV Cut-Approach 4-DAV College
112	Bengali Kothi- Pushupalan	156	Yamuna Colony Chowk-Kishan Nagar Chowk
113	Bengali Kothi- Approach 3 Doon	157	Yamuna Colony Chowk-Bindal
114	Bengali Kothi- Motharawala	158	Yamuna Colony Chowk-Rohan Motors
115	Bengali Kothi- Mahindra Showroom	159	Clock Tower- Rajpur Road
116	Ajanta Chowk- Towards Canal Road	160	Clock Tower- Darshan Lal Chowk
117	Ajanta Chowk- Towards Dilaram	161	Clock Tower- Bindal
118	Ajanta Chowk- Towards Rajpur Road	162	Dilaram Chowk- Rajpur
119	Income Tax-Approach 1- Fountain chowk	163	Dilaram Chowk- Garhi Cantt
120	Income Tax-Approach 2- Dharampur	164	Dilaram Chowk- Clock Tower
121	Income Tax-Approach 3- Teg Bahadur	165	Kamla Palace-Approach-1
122	Income Tax-Approach 4- Balwir Road	166	Kamla Palace-Approach-2
123	Subhash Nagar Chowk- Approach-1	167	Kamla Palace-Approach-3
124	Subhash Nagar Chowk- Approach-2	168	Kamla Palace-Approach-4
125	Subhash Nagar Chowk- Approach-3	169	Dwarika Chowk-Survey Chowk
126	Subhash Nagar Chowk- Approach-4	170	Dwarika Chowk-MKP
127	Nany's Bakery Chowk-Bhel Chowk	171	Dwarika Chowk-Aaraghar
128	Nany's Bakery Chowk-Old survey road	172	Dwarika Chowk-Inder Road
129	Nany's Bakery Chowk-Survey Chowk	173	Near CMI Hospital- Racecourse
130	Nany's Bakery Chowk-Secretariat	174	Near CMI Hospital-MKP
131	Aaraghar (E.C road)/ aaraghar Chowk Dharampur	175	Near CMI Hospital- Aaraghar
132	Aaraghar (E.C road)/ aaraghar Chowk - CMI	176	Kwality Chowk/ Orient Tiraha-Rajpur Road
133	Aaraghar (E.C road)/ aaraghar Chowk -EC Road	177	Kwality Chowk- Clock Tower
134	Aaraghar (E.C road)/ aaraghar Chowk -Balbir Road	178	Kwality Chowk- Parade Ground
135	Prince Chowk- Railway St	179	Purani Chungi Bypass-Approach-1
136	Prince Chowk- Tyagi Rd	180	Purani Chungi Bypass-Approach-2
137	Prince Chowk- Haridwar Rd	181	Purani Chungi Bypass-Approach-3
138	Prince Chowk- Tehsil Chowk	182	Purani Chungi Bypass-Approach-4
139	Race Course Chowk- CMI		
140	Race Course Chowk- Prince Chowk		

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