

GOVERNMENT OF ODISHA  
WORKS DEPARTMENT

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No. 0718040033 2012 9528 /W., Bhubaneswar, Dated, the

18.9.12

Ack

21/9

From

Sri P.K. Rout,  
FA-cum-Addl. Secretary to Government

To

The Chief Engineer, World Bank Projects, Odisha,  
Nirman Soudha, Bhubaneswar.

Sub:- Standard Bidding Document for procurement of bridge works on Turn-Key basis (Design & Execution).

Sir,

I am directed to invite a reference to your Letter No.19792 dated 19.06.2012 on the above subject and convey the approval of Government for the Standard Bidding Document for procurement of bridge works on Turn-Key basis with following guidelines:-

A project may be eligible for execution on Turn Key Basis where

(i) The notice inviting tender becomes non responsive consecutively for three times.

Or

(ii) The project which requires high degree of technical skill

For all cases a Technical Committee under the Chairmanship of EIC/ Senior most Chief Engineer will consider such proposal and if found suitable, recommend the project to be implemented on Turn Key Basis, for which approval of Hon'ble Chief Minister is necessary.

The approved Standard Bidding Document is enclosed for adoption with immediate effect.

Yours faithfully

*P.K. Rout*  
18.9.2012

FA-cum-Addl. Secy. to Government

Memo No. 9529 /W., Dated 18.9.12

Copy along with the copy of the SBD forwarded to Chief Engineer, DPI & Roads, Odisha for information and necessary action.

*P.K. Rout*  
18.9.2012

FA-cum-Addl. Secy. to Government

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**GOVERNMENT OF ODISHA  
WORKS DEPARTMENT**

**STANDARD BIDDING DOCUMENT**

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**Procurement of Bridge Works on  
Turnkey Basis (Design & Execution) :**

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**GOVERNMENT OF ODISHA**

PROJECT

AGREEMENT NO. ....

**NATIONAL COMPETITIVE BIDDING**

**(BRIDGE WORKS ON TURN KEY BASIS WITH DESIGN & EXECUTION)**

NAME OF WORK

PERIOD OF SALE OF BIDDING DOCUMENT : FROM ..... TO .....

TIME AND DATE OF PRE-BID CONFERENCE : DATE ..... TIME ..... HOURS .....

LAST DATE AND TIME FOR RECEIPT OF BIDS : DATE ..... TIME ..... HOURS .....

\*TIME AND DATE OF OPENING TECHNICAL BIDS : DATE ..... TIME ..... HOURS .....

\*TIME AND DATE OF OPENING FINANCIAL BIDS : TO BE ANNOUNCED

PLACE OF OPENING OF BIDS :

.....

.....

OFFICER INVITING BIDS :

\* Should be the same as for the deadline for receipt of bids or promptly thereafter.

INVITATION FOR BID  
**(I F B)**

**GOVERNMENT OF ODISHA  
INVITATIONS FOR BIDS (IFB)  
NATIONAL COMPETITIVE BIDDING**

Bid Identification No. \_\_\_\_\_

Date : \_\_\_\_\_

1. The Employer [ *insert name of Employer / bid inviting authority* ] on behalf of Governor of Odisha invites bids from bidders [ *insert class of bidders* ] registered with the State Government and bidders of equivalent Grade / Class registered with Central Government / MES / Railways for the bridge works detailed in the table below on turnkey basis ( i.e. with design & execution). The bidders may submit bids for any or all of the following bridge works.

**TABLE**

<u>Package No</u>	<u>Name of the bridge</u>	<u>Bid security (Rs)*</u>	<u>Cost of bid document + VAT (Rs)</u>	<u>Period of Completion</u>
1	2	3	4	5

2. Bidders not registered with Govt. of Odisha, should be registered under Odisha Govt. before the award of contract failing which the bid security shall be forfeited.
3. The Bid documents will be available in the website: [https://tenders Odisha.gov.in](https://tenders.odisha.gov.in) from [insert date & time ].
4. Bids shall be received only "on line" on or before [insert date & time]. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class- III.
5. A prebid meeting will be held on [ *insert date* ] at hours [ *insert time* ] at the office of [ *insert detail address* ] to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
6. Bids received on line shall be opened at [ *insert time* ] Hours on [ *insert date* ] in the office of [ *insert detail address* ] in the presence of the bidders who wish to attend. Bidders can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the last date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
7. Bids must be accompanied by scanned copies of bid security and cost of bid documents including VAT of the amount as specified for the bridge work in the table along with bid documents during online submission. The cost of bid documents including vat shall be in shape of demand draft issued from any Nationalised Scheduled Bank located in the state in favour of concerned officer [ *insert name / designation* ] payable at [ *insert detail address* ]. Bid security will have to be in any one of the forms as specified in the bidding document (vide section-1 of ITB clause No.16) and shall have to be valid for 45 days beyond the validity of the bid.
8. After the date & time of receipt of bid is over, the bidders must submit the original Bid security and Demand draft towards cost of Bid documents in the office of the [ *insert detail address* ] on or before the date & time of opening of Bid during office hours on working days failing which the bid will be rejected.
9. Other details can be seen in the bidding documents.
10. The authority reserves the right to cancel any or all bids without assigning any reason.

[ *insert name of bid inviting authority* ]

\* Approximate value of work

- (i) upto Rs.20 Crores-
- (ii) Rs. 20 to Rs. 50 Crores-
- (iii) Above Rs. 50 Crores-

Bid Security

- Ⓐ 2% (Subject to maximum of Rs. 30 Lakhs)
- Ⓑ 1% (Subject to maximum of Rs. 50 Lakhs)
- Ⓒ 1%

Note : Bid Security will be a fixed sum rounded off to the nearest ten thousand Rupees.

## **A. General Instructions**

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

- 1.1 The Employer [*insert name of Employer* State of Odisha through...../ *bid inviting authority*] invites bids for the bridge works namely [*insert name of bridge*] on turnkey basis with design & execution. [ as defined in these documents and referred to as "the works" ].
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder, tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous. Contractor means the selected bidder for the work.

### **2. Source of Funds**

The expenditure on this project will be met from the budget of Government of Odisha [*insert funding scheme / source of fund*].

### **3. Eligible Bidders**

- 3.1 This Invitation for Bids is open to all bidders registered with the Government of Odisha or other State Governments / Government of India / MES / Railways for execution of Civil works in general and Bridge work in particular. Bidders are advised to note the minimum qualification criteria specified in the "Instruction to Bidders" to qualify for the award of contract.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information..
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

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

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality - assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
  - (a) Copies of original documents defining the constitution 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) Total monetary value of Civil Engineering construction work performed for each of the last five financial years;
  - (c) Experience in works of a similar nature and size for each of the last five financial years, and details of works under way or contractually committed and clients who may be contacted for further information on those contracts;
  - (d) Major items of construction equipment proposed to carry out the Contract;



(e) Qualifications and experience of key site management and technical personnel proposed for the Contract;

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five financial years;

(g) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);

(h) Authority to seek references from the Bidder's bankers;

(i) Information regarding any litigation or arbitration resulting from contracts executed by the bidder in the last five financial years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;

(j) Proposals for subcontracting components of the Works amounting to more than 20 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and

(k) The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones as mentioned in the Contract data.

#### 4.3 Bids from Joint ventures are not acceptable.

4.4 A To qualify for award of the contract, each bidder in its name should have in the last five financial years [ immediately preceding the financial year in which bids are received for example say if the bid is in the financial year 2011-12 then in the financial year 2006-2007, 2007-2008, 2008-2009, 2009-2010 and 2010-2011] \*\*\*

(a) Achieved, a minimum annual financial turnover (in all classes of civil engineering construction works only) of amount indicated in Appendix in any one financial year (*usually not less than two and half times the estimated annual payments under the contract*)

(b) Satisfactorily completed / executed, as a prime Bidder, at least one similar work / any major civil construction work of value not less than the amount indicated in Appendix (*usually not less than 50% of estimated value of contract*).

(c) Executed in any one financial year, the minimum quantities of the following items of work as indicated in the Appendix.

- Well Sinking in bridge works over river	----- Running Meter
- Large diameter bored cast in situ piling in bridge works over river	----- Running Meter
- RCC Super Structure in bridge works over river	----- Running Meter
- PSC Super Structure in bridge works over river	----- Running Meter
- Steel Concrete Composite Super Structure in bridge works over river	----- Running Meter

\*\*\* Financial turnover and cost of completed works of previous financial years shall be given weight-age of 10% (ten percent) per year based on rupee value to bring them to the price level up to the year of bid invitation (e.g 2010-2011)

- (d) Bidders must furnish with their bid, a detailed construction, planning and methodology supported with layout and necessary drawings and detail calculations to allow the Employer to review their proposals.

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

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

Sl. No.	List of plants and equipments	Requirement [ insert as required for the project]
01.	Mechanical Winch 5 tonne and above or Crane Double drum	
02.	Compressor	
03.	Concrete mixer with batch mix arrangement	
04.	Vibrator / Equipment	
05.	Excavator	
06.	Vibratory Roller	
07.	Smooth wheeled Roller of 8 T. to 10 T. capacity	
08.	Complete staging and shuttering materials required for a span superstructure 50m.	
09.	Winch with grab and derrick	
10.	Welding generator	
11.	Water Pumps 5 H.P.	
12.	Diesel Generator	
13.	Water Tanker	
14.	Compression Testing machine	
15.	Truck & Tipper	
16.	Jeep	
17.	Modern sophisticated theodolite with leveling machine	
18.	Mini Hot Mix Plant with Separate drying & mixing unit.	
19.	Steel Plasma Cutter / Similar cutting tool machine	
20.	[ insert any other equipment as required for the project]	

*Note : Based on the preliminary studies carried out by the department, an indicative list of major equipment and their quantity to attain the completion of works are shown in the above list.*

- (b) The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and detail calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.
- (c) Liquid assets and / or availability of credit facilities of not less than the amount indicated in the Appendix (Credit lines / letter of Credit / Certificate from banks for meeting the fund requirements etc. - usually the equivalent of the estimated cash flow for three months in peak construction period)

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

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



- 4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

Where

A = Maximum value of civil engineering works executed in any one financial year during the last five financial years (updated to bid invitation year [ say at 2010-2011 ] price level) taking into account the completed as well as works in progress.

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

B = Value ( updated to the price level on the financial year in which bids are received) of existing commitments and on-going works to be completed during the next [ *insert number of months which should be the period of completion of the bridge for which bids are invited* ]

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

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

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- 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
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

## 5. One Bid per Bidder

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

## 6. Cost of Bidding

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

## 7. Site visit

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

## **B. Bidding Documents**

### **8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No
	Invitation for Bids	I
1	Instructions to Bidders	
2	Form of bid, Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract data	
5	Technical Specifications	II
6	Securities and other forms	III
7	Drawings (Conceptual GAD and broad specification, technical parameters)	IV
8	Terms of Reference (TOR) for design	
9	Project execution & supervision aspects, Contract Management Framework & payment schedule	
10	Documents to be furnished by bidder	V

8.2 The Bidder shall download the above listed documents as listed under Volume I, II, III and IV and shall submit his bid online after preparing the same in compliance to section 2 (refer clause 12)

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

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

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mail) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification, which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

#### **9.2 Pre-bid meeting**

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which shall be held on [insert date] at hours [insert time] at the office of [insert detail address].

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

9.2.3 The bidder is requested to submit any questions in writing to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

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

#### 10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable/e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable/e-mail to the Employer. The Employer will assume no responsibility for postal delays.

10.3 To give prospective bidders reasonable time [*usually not less one month*] 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 Sub-Clause 20.2 below.

10.4 The addendum shall also be available in official website as mentioned at Para 4 of IFB.

## **C. Preparation of Bids**

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

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

### **12. Documents comprising the Bid**

- 12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

**COVER-I** shall be named "Technical Bid" and shall comprise

- (i) Technical Bid (in the format indicated at Section 2);
- (ii) Bid Security in the form specified in Section 6
- (iii) Qualification Information and supporting documents as specified in Section -2
- (iv) Certificates, undertakings, affidavits as specified in Section 2
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1

**COVER-II** shall be named "Financial Bid" and shall comprise

- (i) Lump sum Price Bid;
- (ii) Payment Schedule during construction Form of Bid as specified in Section 9

### **13. Bid Price**

- 13.1 The contract shall be for the whole work as described in Sub-Clause 1.1, based on the Lump Sum Price Bid submitted by the Bidder.

- 13.2 The bidder shall fill the total bid price as **Lump Sum Price** (both in figures and words) for all items of works as specified in the Bid document. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

- 13.3 All duties, taxes, and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price to be submitted by the Bidder.

- 13.4 The lump sum bid price quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### **14. Currencies of Bid and Payment**

- 14.1 The currency of bid and payment shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period not less than **One Eighty days** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable / e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.



## **16. Bid Security**

- 16.1** The Bidder shall furnish, as part of his Bid, a Bid security of an amount as shown in column 3 of the table of IFB for this particular work. Bid security in the shape such as Deposit Receipt of Schedule Bank (Term Deposit Receipt) / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the [insert name of authority & place] is acceptable. Bidders owned or desirous to hire machineries or equipments but deployed out side the State are required to furnish **twice the above amount** as Bid Security in the shape as mentioned above. The name of the bidder who have been exempted from payment of EMD is provided for information of bidders vide appendix-I to ITB.
- 16.2** Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub Clauses 16.1 above shall be rejected by the Employer as non-responsive.
- 16.3** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.4** The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security
- 16.5** The Bid Security may be forfeited
- (a) If the Bidder withdraws the Bid after Bid opening 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; or
    - (ii) Furnish the required Performance Security.
    - (iii) Deposit the required license fees with State Government to register itself as a Special / Super Class contractor with Government of Odisha within 15 (fifteen) days of issue of Letter of Acceptance of Bid.

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

- 17.1** Bidders shall submit offers as per his own estimate based on his own design & drawing but compiling with the requirements of the bidding documents, including the basic technical design parameters as indicated in the Conceptual General Arrangement Drawing (GAD) and specifications. **Conditional offer or alternative offers will not be considered further in the process of tender evaluation.**

- 18. Format and Signing of Bid** - Refer e-procurement procedure as annexed.



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

##### **Online submission as per Govt. of odisha e-Procurement Procedure annexed**

- 19. **Sealing and Marking of Bids** - Refer e-procurement procedure as annexed.
- 20. **Deadline for Submission of the Bids**
  - 20.1 Bid shall be received only ONLINE on or before [insert time and date] as notified in IFB.
  - 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21. **Late Bids** - Not applicable as per e-procurement procedure.
- 22. **Modification and Withdrawal of Bids** - Refer e-procurement procedure as annexed.

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

- 23. **Bid Opening**
  - 23.1 All the bids received shall be opened ONLINE in the Office of [insert name of office] on [insert date & time] in the presence of the Bidders or their representatives who choose to attend. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.
  - 23.2 The Employer shall prepare minutes of the Bid opening.
- 24. **Process to be Confidential**
  - 24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 25. **Clarification of Financial Bids**
  - 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask the lowest evaluated responsive bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable/e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
  - 25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so writing.
  - 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
- 26. **Examination of Bids and Determination of Responsiveness**
  - 26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid
    - (a) meets the eligibility criteria defined in Clause 3 and 4;
    - (b) is accompanied by the required securities and;
    - (c) is substantially responsive to the requirements of the Bidding documents.
    - (d) Fulfilling the requirement of Para 8 of IFB.

- (c) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid" of the lowest evaluated bidder, 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.

20.2. 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.

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

27. **Correction of Errors -** Not applicable as per e-procurement procedure.

## **20. Evaluations and Comparison of Financial Bids**

20.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

20.2. The Employer reserves the right to accept or reject any variation arising out of change in scope of work. Such variations, which are in excess of the requirements of the Bidding documents, shall not be taken into account in Bid evaluation.

## **F. AWARD OF CONTRACT**

### **20. Award Criteria**

29.1. Subject to Clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the 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 and (b) qualified in accordance with the provisions of Clause 4.

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

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

30.1. Notwithstanding Clause 29, the Employer reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **31. Notification of Award and Signing of Agreement**

31.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Bidder in consideration of the design and execution the Works on a turnkey basis by the Bidder as prescribed by the Contract (hereinafter and by the Contract called the "Contract Price").

31.2. 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 32.



- 31.3** The Contract will incorporate all agreements between the Employer and the successful Bidder. The detail work programme and milestonewise activity shall be finalized during contract negotiation with the successful bidder within 14 days after notification of award. The agreed work programme /milestone shall form part of the contract agreement. The agreement will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 31.4** 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.
- 31.5** In the event of non-payment of the performance security by the L1 bidder, other successful bidders in sequence (L2, L3....) may be asked for negotiation for execution of the work with the bid price quoted by the L1 bidder.
- 32. Performance Security**
- 32.1** Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security [ valid for a period as stipulated in Cl. 48 of Conditions of Contract & in the contract data ] in any of the forms given below for an amount equivalent to 5% of the Contract price:  
 - a bank guarantee in the form given in Section 6; or  
 - Deposit receipt of Schedule Bank / Post Office Savings Bank Account / National Savings Certificate / Postal Office Time Deposit Account duly pledged in favour of the [ insert name of authority & place ]
- 32.2** If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank or (b) by a foreign bank located in the state and acceptable to the Employer.
- 32.3** Failure of the successful Bidder to comply with the requirements of Sub-Clause 32.1/ 32.2 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 33. Advance Payment and Security** - The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Bank acceptable to the Employer in amounts and currencies equal to the advance payment.
- 34. Corrupt or Fraudulent Practices**
- 34.1** It is required that the bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is :  
 (a) Defined, for the purposes of this provision, the terms set forth below as follows:  
 (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution and  
 (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- 34.2** The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 34.3** Further more, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 54.2 of the Conditions of Contract.

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### Procedure

## 1. PARTICIPATION

- Intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a one time activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc.
- a. To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
  - b. The tender documents uploaded by the Tender Inviting Officer in the website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or down load the bid documents from the web site.
  - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
  - d. If the software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders, bidders will be required to avail on-line payment.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection.
  - 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
  - 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
  - 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.



- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The Officer inviting the bid / Engineer-in-Charge will clarify queries on the Contract Data on requisition by the intending Bidder. The bidder may ask question in the e-procurement portal using his DSC; provided the questions are raised before the date mentioned in the home page under critical dates.
- 1.7. The bids uploaded by the Tender Inviting Officer may consist of general arrangements drawings or typical sections of the project. Bidder may download these drawings and take out the print for detail study. Any other drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents including the drawings for preparation of his bid. It is not necessary for the part of the Bidder to upload the drawings other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents uploaded by the Officer Inviting the Bid. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8. Any addendum issued shall be part of the bidding documents and shall be notified in the website [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) / notice board and through paper publication.
- 1.8.1. All the volumes/documents shall be provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.
2. **BID SECURITY:** The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data. The bidder shall scan all the written pages of the bid security and upload the same to the system in designated place. The on line bidder shall deposit the original copy of the 'bid security' with in the specified period mentioned in the DTCN (after receipt date of bid but before opening date & time of bid) with the "Officer inviting the Bid". The Officer inviting the bid shall not be responsible for any postal delay and/or non-receipt of the original copy of the bid security on or before specified date and time. Non-submission of bid security with in the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.
3. **FORMAT AND SIGNING OF BID:** The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder can not leave any figure blank. He has to only write the figures, the words will be self generated. The Bidders



are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

- 3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including cost of Bid Document, Bid Security, Declaration form, price bid etc and store in the system.
- 3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.
  - 3.2.1. The bids once submitted can not be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
  - 3.2.2. In the e-procurement process each processes are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
  - 3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification with in a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his bid security shall be forfeited.

#### **4. SECURITY OF BID SUBMISSION:**

- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

#### **5. DEADLINE FOR SUBMISSION OF THE BIDS :**

- 5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

#### **6. LATE BIDS :**

- 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

#### **7. MODIFICATION AND WITHDRAWAL OF BIDS :**

- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids with in the designated time of receipt, the bid already in the system shall be taken for evaluation.

7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

#### 8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

8.4. During bid opening, the covers containing original financial instrument towards Cost of bid and Bid Security in the form specified in the DTCN, received after last date of receipt of bid and before opening of the bids shall be opened and declared.

8.4.1. Combined bid security for more than one work is not acceptable.

8.5. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender can not be opened.

8.5.1. The Opening Officers will systematically check the scanned demand draft towards cost of the bid document and the scanned document of Bid security with that of the original submitted. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.

8.5.2. Subject to confirmation of the bid security by the issuing institutions, the bids accompanied with appropriate bid cost and valid bid security will be taken up for evaluation with respect to the qualification information and other information furnished.

8.5.3. After receipt of confirmation of the bid security, the bidder may be asked in writing to clarify to the documents in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation.

8.5.4. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

8.5.5. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and



record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

8.6. The Technical evaluation of all the bids will be taken up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.

8.7. After technical evaluation of the bidders and selection of the qualified bidders, the financial bids of the technically qualified bidders shall be opened on the due date of opening. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officer using their DSC shall decrypt the financial bids.

8.7.1. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.

8.7.2. The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.

8.7.3. At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.

8.7.4. The responsive bidders' name, the bid prices, the item wise rates the total amount of each item, any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.

8.7.5. Rebate/discount offer if any uploaded to the system shall be declared and recorded first.

8.7.6. The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.

8.7.7. The bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from any where.

#### **9. CLARIFICATION OF BIDS:**

9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.

9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ...) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

#### **10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

**10.1.** In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.

## **SECTION 2**

### **FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE**

#### **TABLE OF FORMS:**

- CONTRACTOR'S BID
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM



**Contractor's Bid**

**DESCRIPTION OF THE WORKS:** BID FOR DESIGN AND EXECUTION ON TURN KEY BASIS FOR CONSTRUCTION OF [INSERT NAME OF BRIDGE INCLUDING LENGTH OF APPROACH & LOCATION OF PROPOSED BRIDGE]

**BID**

**To:**

[ Insert name of bid inviting authority who shall receive bid on behalf of the Employer ]

**Address :**

[ Insert office address ]

GENTLEMEN,

Having examined the bidding documents including addendum, I / we offer to execute the Works described above in accordance with the conditions of contract, specifications, accepted tendered drawing, and Payment schedule accompanying this Bid for the Contract Price as tendered in our price bid document separately

The advance Payment required is: Rupees - \_\_\_\_\_

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We undertake that, in competing for and if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Bid complies with the Bid Validity and Bid Security required by the Bidding documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

**Qualification Information**

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

**I. For Individual Bidders****I.1 Constitution or legal status of Bidder**  
**[Attach copy]**

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

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

Power of attorney of signatory of Bid  
**[Attach]****I.2 Total value of Civil Engineering construction work executed and payments received in the last five financial years  $\beta$  (In Rs. Crores)****I.2.1 Work performed as prime contractor (in the same name) on works of a similar nature over the last five financial years . \*\***

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

**I.2.2 Quantities of work executed as prime contractor (in the same name and style) in the last five financial years: \*\***

Year	Name of the work	Name of the Employer*	Quantity of work performed		Remark* (Indicate Contract Reference)
			Large Diameter Well / Piles in bridge works over river (Running Meter)	R.C.C. / P.S.C. / Steel Concrete Superstructure in bridge works over river (Running Meter with span details)	

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

@ The item of work for which data is requested should tally with that specified in ITB clause 4.44(c).

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

$\beta$  Attach certificate from Chartered Accountant.

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

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

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

1.5 The following items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to Sub Clause 4.2 (d) of the Instructions to Bidders.

Item of Equipment	Requirement	Availability Proposals		Age/Condition	Remarks (From whom to be purchased)
	No.	Nos./Capacity	Owned/Leased/to be procured		

1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub Clause 4.2 (e) and 4.4 (B) (b) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualifications	Years of experience (general)	Years of experience in the proposed position
Project Manager etc.				

1.7 Proposed subcontracts and firms involved. [Refer ITB Clause 4.2 (j)]

Sections of the works	Value of Sub-contract	Sub-contractor (name and address)	Experience in similar work
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**SAMPLE FORM**

- 1.9 Financial reports for the last five financial years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.10 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents *(sample format attached)*.
- 1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' Bankers who may provide references if contacted by the Employer.
- 1.11 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing Present status
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- 1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

- 1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 and 4.2 (k)].

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT  
FACILITIES – CLAUSE 4.4 [B] [c] OF ITB**

**BANK CERTIFICATE**

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

If the contract for the work, namely "[ insert name of the work ]" on turn key basis involving design and execution of works is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

The undersigned

is hereby

certify that

the work

and agree

to provide

\_\_\_\_ Sd. \_\_\_\_  
Name of Bank  
Senior Bank Manager  
Address of the Bank



### AFFIDAVIT

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

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

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

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name and address of the Contractor]

Dear Sir(s)

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the work "[ insert name of the work ]" on turn key basis - involving design and execution of works \_\_\_\_\_ [Name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees \_\_\_\_\_ (\_\_\_\_\_) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work

(Or)

We note that as per bid, you propose to employ \_\_\_\_\_ as sub-contractor for executing \_\_\_\_\_

*(Delete whichever is not applicable)*

You are hereby requested to furnish Performance Security in the form detailed in Para 32.1 of ITB for an amount of Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance and sign the contract failing which action as stated in Para 32.3 of ITB will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

<sup>1</sup> Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

**Issue of Notice to proceed with the work**  
**(letterhead of the Employer)**

\_\_\_\_\_ (date)

To

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

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 32.1 and signing of the contract agreement for the work "[ insert name of the work ]" on turn key basis involving design and execution of works @ a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

## Agreement Form

### Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 2012,  
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 "[ insert name of the work ], [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 contract price of Rs. ....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i) Letter of Acceptance
  - ii) Notice to proceed with the works
  - iii) Contractor's Bid
  - iv) Contract Data
  - v) Conditions of contract (including Special Conditions of Contract)
  - vi) Specifications
  - vii) Drawings
  - viii) Bill of Quantities (Optional)
  - ix) Payment Schedule and
  - x) 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 hereto affixed in the presence of:  
Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of:  
Binding Signature of Employer \_\_\_\_\_  
Binding Signature of Contractor \_\_\_\_\_



**SECTION 3: CONDITIONS OF CONTRACT**

## Conditions of Contract

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## CONDITIONS OF CONTRACT

### A. GENERAL

#### 1. Definitions

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

1.1.1 **Bill of Quantities** means the priced and completed Bill of Quantities;

1.1.2 **Compensation Events** are those defined in Clause 41 hereunder;

1.1.3 The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 50.1;

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

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

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

1.1.7 The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

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

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

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

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

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

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

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

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

1.1.16 **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 Employer by issuing an extension of time.

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

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

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

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

1.1.21 **Specification** means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer.

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

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

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

1.1.25 A **Variation or Change in Scope** is an instruction given by the Employer, which varies the change in scope of Works, and

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

1.1.27 **Year** may be understood as financial year.

## **2. Interpretation**

2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the 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 shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities (optional) and
- (9) Any other document listed in the Contract Data as forming part of the Contract.

## **3. Languages 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 as per the provision of the contract.

## **5. Delegation**

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

## **6. Communications**



6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

#### **7. Sub-contracting**

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

#### **8. Other Contractors**

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

#### **9. Personnel**

9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data besides those as listed at section-8 and Section-9 to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

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

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

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

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

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

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

#### **13. Insurance**

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover *for the period as stated below against the events and* in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

A) From the start date to the end of defect liability period.

(a) loss of or damage to the Works.

B) From the start date till completion of the work as per agreement.

a) loss of or damage to Plant, Materials and Equipment;

(b) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

(c) Personal injury or death.

13.2. If all the items as listed at Cl. 13.1(B) can be combined/grouped under one insurance cover like Contractor's, All Risks ( CAR) Policy, then the same is acceptable.

13.3. Prior to seven days before the start date, the Contractor shall furnish to the Engineer notarized true copies of the certificates of insurance, copies of insurance policies and premium payment receipts in respect of such insurance for the Employer's approval. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.4. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

#### **14. Site Investigation Reports**

14.1. The Contractor, in preparing the Bid, may rely on any site Investigation Reports referred to in the Contract Data, which are indicative and not exhaustive. The Employer shall provide all available details to the Contractor (Bidder) for his information, if requested by him at least one week prior to the bid submission date. The bidder shall be responsible for interpreting all such data. After award of work, the Contractor shall carry out detail survey and investigation for preparation of detail designs as per the scope of work and time period stipulated at Section-8.

To the extent which was practicable (taking account of cost and time), the Contractor (Bidder) shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor (Bidder) shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions;
- (b) the hydrological and climatic conditions;
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects;
- (d) the Laws, procedures and labour practices of the Country; and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
- (f) availability of required materials

#### **15. Queries about the Contract Data**

15.1. The Employer will clarify queries on the Contract Data if any during the Pre-bid meeting.

#### **16. Contractor to Construct the Works**

16.1. The Contractor shall construct and install the Works in accordance with the approved specification and drawings. All designs, drawings and specifications to be furnished by the contractor shall be approved by the Employer before execution in accordance with Cl. 18.

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

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

#### **18. Approval by the Engineer**

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

10.2. The Contractor shall be responsible for design of Temporary Works.

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

10.4. The Contractor shall obtain approval to the design, drawings and specifications of all components of the bridge, except those for the temporary works as stated at Cl. 18.1, from any National Institute of Repute such as Indian Institute of Technology (IIT) at its own cost. Such approved documents need to be furnished to the Employer within the stipulated datelines as mentioned in the contract data and at Section-8.

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

## **19. Safety**

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

## **20. Discoveries**

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

## **21. Possession of the Site**

21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

## **22. Access to the Site**

22.1. The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

## **23. Instructions**

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

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

## **24. Disputes**

24.1. That for the purpose of jurisdiction in the event of disputes if any of the Contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the Contract will be competent to bring a suit in regard to the matter by this Contract at any place outside the State of Odisha.

## **25. Procedure for Disputes**

In case of Dispute or difference arising between the Employer and the contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

## **26. Replacement of Adjudicator**

Not applicable



## **B. TIME CONTROL**

### **27. Programme**

27.1 Within 14 days of issue of letter of award, the successful bidder shall submit to the Employer detail work programme for approval showing the general methods, arrangements, order and timing for all the activities in the Works along with monthly cash flow forecast. The agreed work programme / milestones during such contract negotiation shall form part of the agreement.

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

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

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

### **28 Extension of the Intended Completion Date**

28.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to Cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3 The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his recommendation. The Employer shall in not more than 21 days communicate to the Engineer the Employer's decision.

### **29. Delays Ordered by the Engineer**

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

### **30. Management Meetings**

30.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

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

### **31. Early Warning**

31.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date.



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

### **C. QUALITY CONTROL**

#### **32. Identifying Defects**

32.1. 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.

#### **33. Tests**

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

#### **34. Correction of Defects**

34.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

#### **35. Uncorrected Defects**

35.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

### **D. COST CONTROL**

#### **36. Changes in the Quantities (OPTIONAL)**

#### **37. Change of Scope (Variations) and Procedure for change of Scope**

37.1. The Employer may, require the Contractor to make modifications/alterations to the construction works before the issue of the completion certificate either by giving an instruction or by requesting the contractor to submit a proposal for change of scope involving additional cost or reduction in cost. Any such change of scope shall be made and valued in accordance with the provisions of this contract and the contractor, in that event, will have no further claim on the ground that had it been known/disclosed earlier he would have made such changes in other connected work in their design, construction which would have saved him some cost and given him other consequential benefits.

37.2 Change in scope may include;

- (a) Change in specifications of any item of works
- (b) omission/ deletion of any item of work from the scope of work
- (c) any additional work ( such as increase in length of bridge with addition of extra span or increase in the bridge formation level due to unprecedented flood occurring during construction period) which are not included in the scope of work including any additional test on completion.

37.3 In the event of the Employer determining that a change of scope is necessary, it shall issue notice to the contractor a notice specifying in reasonable detail the works contemplated there under ( "Change in scope notice")

37.4 Upon receipt of change in scope notice, the contractor shall with due diligence , provide to the Employer through the Engineer within seven days time such information as is necessary together with documentation in support of ;

(a) the impact , of any, which the change in scope is likely to have on the completion of the work

(b) the options for implementing the proposed change of scope and the effect , if any, each on the cost and time thereof including the following details ;

(i) break down of quantities, unit rates and cost for different items of work

(ii) proposed design for the change of scope

(iii) proposed modifications, if any, to the construction period with updated work programmes  
(all Variations shall be included in updated Programmes produced by the Contractor).

37.5 The contractor's quotation for change of scope shall be based on the detail design and rates for various item of works as derived on the basis of his original bid price (in case of repetition of similar item as per original contract) or MoSRTTH Standard Data Book and prevailing market rates (in case of new item not envisaged in the original contract )

37.6 The total value of all change of scope of work shall not exceed 5% of the total contract price for the construction works.

### 38. Payments for Change of Scope (Variations)

38.1. The Employer shall assess the change in scope proposal and Contractor's quotation and upon reaching an agreement, the Employer shall issue the **Change Scope Order** requiring the contractor to proceed with the performance thereof.

38.2. If the Contractor's quotation is unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

38.3 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event, subject to condition that such variation shall not exceed 5% of the total contract price for the contract works.

38.4 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

### 39. Payment Certificates

39.1 The Contractor shall submit to the Engineer statements of the value of the work completed.

39.2 The Engineer shall check the Contractor's statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule after taking into account any credit or - debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 47 (3) of the Contract Data (Secured Advance).

39.3 The value of work executed shall be determined by the Engineer.

39.4 The value of work executed shall comprise the value of the quantities of the items as per the mile stone and work programme attached to the contract.

39.5 The value of work executed shall include the valuation of Change in Scope (Variation) and Compensation Events, if any.

39.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### **40. Payments**

**40.1** Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Engineer shall pay the Contractor the amounts as per the payment schedule attached to the contract.

#### **41. Compensation Events**

**41.1** The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) Other contractors, public authorities of utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

**41.2** If a Compensation Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Contractor will react competently and promptly to the event and shall submit information demonstrating the effect of the Compensation Event and the required extended time period for completion.

**41.3** The Engineer shall examine the information furnished by the Contractor and shall recommend to the Employer by how much time the Intended Completion Date shall be extended. The Employer shall decide / sanction the required extension of time due to such compensation event.

**41.4** The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

#### **42. Tax**

**42.1** The rates quoted by the Contractor shall be deemed to be inclusive the VAT, Royalty, Income Tax, Labour CESS and all other statutory taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

#### **43. Currencies**

**43.1** All payments shall be made in Indian Rupees.

#### **44. Retention**

**44.1** The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the works or settlement of final payment.

**44.2** After six months of completion of the whole of the works, half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

**44.3** On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

#### **45. Liquidated Damages**

**45.1** The Contractor shall pay liquidated damages to the Employer at the rate per week stated in the Contract Data for each week that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not relieve the contractor from his/her/their obligation to complete the works or from any other duties, obligations or responsibilities which he/she/they may have under the contract.



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

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

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

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

#### **46. Bonus Payment**

46.1 The procedure for payment of bonus (incentive) shall be as per the latest amendment to Para 3.5.5 of OPWD code.

46.2 If the contractor achieves completion of the whole of the works prior to the Intended Completion Date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus (incentive) for every completed month which shall elapse between the date of completion of all items of works as stipulated in the Contract and the time prescribed in Clause 17.

46.3 For the purpose of calculating bonus payments, the time given in the Bid for completion of the whole of the works is fixed and unless otherwise agreed, no adjustments of the time by reason of granting an extension of time pursuant to Clause 28 or any other clause of these conditions will be allowed. Any period falling short of a complete month shall be ignored for the purpose of computing the period relevant for the payment of bonus.

#### **47. Advance Payment**

47.1 The Engineer shall make advance payment to the Contractor for mobilization and cash flow support of the amounts stated in the Contract Data by the date stated in the Contract Data, only against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Bank acceptable to the Engineer in amounts and currencies equal to the advance payment.

47.2 An interest of @10% Per Annum shall be charged on the advance payment.

47.3 The Advance Payment shall not be released until the design is finalized and establishment of camp at work site is completed.

47.4 The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The contractor shall ensure that the Bank Guarantee remain enforceable until the advance payment has been fully repaid and accordingly renew it, from time to time, until the advance payment has been fully repaid.

47.5 If the terms of guarantee specify its expiry date, and the advance payment has not been re-paid by the date then 28 days prior to the expiry date, the contractor shall extend the validity of the guarantee until the advance payment has been fully repaid.



47.6 The advance payment shall be repaid through percentage deductions from the interim payments as follows :-

- a) Deductions shall commence from the 1<sup>st</sup> interim payment.
- b) Deductions shall be made in proportions of the advance payment until such time as the advance payment has been repaid: provided that the advance payment shall be completely repaid prior to the time when 90 percent of the accepted contract amount has been repaid.

47.7 If the advance payment has not been repaid prior to the issue of the Taking over Certificate for the work or prior to termination under Section - 3 Clause -54 of (termination by employer), as the case may be, the balance advance is payable by the contractor to the employer.

#### **48. Securities**

48.1. The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid up to the **end of defect liability period**.

#### **49. Cost of Repairs**

49.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated at Cl. 12.

### **E. FINISHING THE CONTRACT**

#### **50. Completion**

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

#### **51. Taking Over**

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

#### **52. Final Account**

52.1. The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

#### **53. Operating and Maintenance Manuals**

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.

53.1. 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 Employer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

#### **54. Termination**

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

54.2. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

- (b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

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

54.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

## **55. Payment upon Termination**

55.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

55.2. If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, 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. No extra cost will be paid by the employer for expenditure towards 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.

## **56. Property**

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

## **57. Release from Performance**

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

## F. SPECIAL CONDITIONS OF CONTRACT

### 1. LABOUR :

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

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

### 2. COMPLIANCE WITH LABOUR REGULATIONS :

During 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 below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

a) 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 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employees P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:

- (i) Pension or family pension on retirement or death, as the case may be.
- (ii) Deposit linked insurance on the death in harness of the worker.
- (iii) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.



e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above up to Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what 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 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All



such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing 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 at 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 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

### 3. SUB-CONTRACTING (GCC Clause 7) :

Please add the following as Clause 7.2:

The contractor shall not be required to obtain any consent from the employer for:

- a) the Sub-contracting of any part of the works for which the sub-contractor is named in the contract;
- b) the provision of labour; and
- c) the purchase of materials which are in accordance with the standards specified in the Contract.

Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer / Employer will consider the following before according approval:

- The contractor shall not sub-contract the whole of the works.
- The contractor shall not sub-contract any part of the work without prior consent of the Engineer. Any such consent shall not relieve at the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
- The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

*Note: All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract.*

*In view of the above, normally no additional sub-contracting should arise during execution of the contract.*

### 4. PROTECTION OF ENVIRONMENT:

Add the following as GCC Clause 16.2:

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or other resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other

law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. The contractor shall also abide by the requirements as per Attachment-X of the Bid Document.

**Salient features of some of the major laws that are applicable are given below:**

**The Water (prevention and Control of Pollution) Act, 1974:** This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewerage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

**The Air (prevention and Control of Pollution) Act, 1981:** This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

**The Environment (Protection) Act, 1986:** This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human being, other living creatures, plants, micro-organism and property.

**The public Liability Insurance Act, 1991:** This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.



# **5 Attachment - X**

## **6 Environmental Mitigation Measures during Construction – ROAD AND BRIDGES**

	Environmental Impact/Issue	Mitigation / Management Measures	Responsibility	
			Implementation	Supervision
1.	Removal of Trees	Trees will be removed from the corridor of impact (or, site) before the commencement of construction with prior clearance from the Forest Department.	Contractor	Department
2.	Generation of Debris	Debris generated due to the dismantling of the existing pavement structure shall be suitably reused in the proposed construction, subject to the suitability of the material and the approval of the Engineer. Unutilisable debris material shall be suitably disposed off by the contractor, either for the filling up of borrow areas created for the project or at pre-designated dump locations.	Contractor	Department.
3.	Loss of Topsoil	(a) The topsoil from all areas of cutting and all areas to be permanently covered shall be stripped to a specified depth of 150 mm and stored in stockpiles (maximum slope 1:2, and maximum height 2m). To retain soil and to allow percolation of water, the edges of the stockpile shall be protected by slit fencing (b) Stockpiles will not be surcharges or otherwise loaded and multiple handling will be kept to a minimum to ensure that no compaction will occur. It shall be ensured by the contractor that the topsoil will not be unnecessarily trafficked either before stripping or when in stockpiles. (c) Such stockpiled topsoil will be returned to cover the disturbed area and cut slopes. Residual topsoil will be distributed on adjoining/proximate barren/rocky areas as identified by the Engineer in a layer of thickness of 75 – 150 mm. Top soil shall also be utilized for redevelopment of borrow areas, landscaping along slopes, medians, incidental spaces etc.	Contractor	Department.
4.	Borrowing of Earth	The borrowing shall not be carried out in cultivable lands, unless agreed upon by the Engineer. Borrowing of earth shall be carried out as per the IRC Guidelines.	Contractor	Department.
5.	Degradation of Borrow Areas	The location, shape and size of the designated borrow areas shall be as approved by the Engineer and in accordance to the IRC recommended practice for borrow pits for road embankments. Borrow pits shall be re-developed, spoils shall be dumped with an overly of stockpiled topsoil. Redevelopment of borrow areas shall be taken up in accordance with the plans approved by the Engineer.	Contractor	Department.
6.	Soil Erosion	Along sections abutting water bodies, stone pitching needs to be carried out for slopes between 1:4 and 1:2 Gabion structures/ Grass turfing shall be provided for slopes steeper than 1 vertical to 2 horizontal. The work shall consist of measures as per design or as directed by the Engineer to control soil erosion, sedimentation and water pollution, through use of berms, dikes, sediment basins, fiber mats, mulches, grasses, slope drains and other devices.	Contractor	Department.
7.	Construction Wastes & their disposal	Spoil from excavation of riverbed shall be managed and disposed off as directed by the Engineer. No new disposal site shall be created as part of the project, which is not redeveloped. All waste material shall be completely disposed as desired and the site shall be fully cleaned before handing over.	Contractor	Department.
8.	Quarry Operations	The Contractor shall open and use quarries, as per the Odisha Mining Rules. Alternatively the Contractor shall acquire the required material from quarries licensed by the OSPCB and having an approved redevelopment plan.	Contractor	Department.

Bidder

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Executive Engineer

	Environmental Impact/Issue	Mitigation / Management Measures	Responsibility	
9.	Loss of Water Bodies	<p>a. Filling of surface water bodies shall be compensated by digging an equal volume of soil for water storage. Such dug-up soil shall be used for spreading as topsoil.</p> <p>b. Wherever earthwork is undertaken, the banks shall be protected by means as designed or as approved by the Engineer. Construction shall be carried out in a manner so that the side slopes are no steeper than 1:4, otherwise slope protection work shall be provided, as approved by the Engineer and as per item 6 of these specifications. For drains carrying run-off from the highways entering, into surface water bodies/channels, with a fall exceeding 1.5 m cascading or sedimentation traps shall be provided.</p>	Contractor	Department.
10.	Loss of Other Water Sources	The replacement shall be ready prior to demolition / dismantling of the existing source. Any damage to the existing sources of water (hand pump, tube well etc.) shall be made good by the Contractor at his expense.	Contractor	Department.
11.	Flooding	In addition to the design requirements, the contractor shall take all desired measures as directed by the Engineer to prevent temporary or permanent flooding of the site or any adjacent area.	Contractor	Department.
12.	Alteration of Drainage	<p>a. In sections along water courses, and close to cross-drainage channels, earth, stone or any other construction materials or appendage shall be properly disposed off so as not to block the flow of water.</p> <p>b. All necessary measures shall be taken to prevent earthwork, stonework, materials and appendage as well as the method of operation from impeding cross-drainage at rivers, streams, water canals and existing and existing irrigation and drainage systems.</p>	Contractor	Department.
13.	Contamination from Construction Wastes, fuel and Lubricants	At construction vehicle parking locations and at fuel/lubricant storage sites, oil and grease traps shall be provided. Fuel storage shall be in proper bunded areas. The discharge standards promulgated under the Environmental Protection Act, 1986 shall be strictly adhered to.	Contractor	Department.
14.	Sanitation and Waste disposal in construction camps	Construction labourers' camps shall be located at least 200 m away from the nearest habitation and as approved by the Engineer. The sewage system for a construction labourers' camp shall be designed, built and as per the Factories Act, 1948 and the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.	Contractor	Department.
15.	Generation of Dust	All vehicles delivering materials to the site shall be covered to avoid spillage of materials. Clearance shall be effected by manual sweeping and removal of debris, or, if so directed by the Engineer, by mechanical sweeping and cleaning equipment, all dust, mud and other debris shall be removed completely.	Contractor	Department.
16.	Emission from Hot-Mix Plants and Batching Plants.	Hot mix plants and batching plants shall be located sufficiently away from habitation, agricultural operations or industrial establishments. Where possible such plants will be located at least 1000 m downwind from the nearest habitation. The exhaust gases, and operation of the plants shall comply with the requirements of the relevant current emission control rules (as per OSPCB).	Contractor	Department.



	Environmental Impact/Issue	Mitigation / Management Measures	Responsibility	
17.	Emission and noise from Vehicles & Equipment	All vehicles, equipment and machinery used for construction shall conform to the relevant Bureau of Indian Standard (BIS) norms. All vehicles, equipment and machinery used for construction shall be regularly maintained to ensure that pollution emission levels comply with the relevant requirements of OSPCB.	Contractor	Department.
18.	Pollution from Crusher	All crushers used in construction shall conform to relevant dust emission control rules. Clearance for siting shall be obtained from the OSPCB. Alternatively, only crushers already licensed by the OSPCB shall be used.	Contractor	Department.
19.	Loss, Damage or Disruption of/to Fauna.	All works are to be carried out in such a fashion that the damage and disruption to fauna is minimum. Construction workers shall be instructed to protect natural resources and fauna, including wild animals and aquatic life. Hunting and unauthorized fishing are prohibited.	Contractor	Department.
20.	Chance-found important Flora/Fauna.	If a rare/endangered/threatened flora/fauna species is spotted, the contractor shall make all arrangements to intimate the Forest/Wildlife authorities without delay, and measures will be taken for its conservation. Work would be suspended, until the relevant authorities are consulted, unless specifically directed by the Engineer.	Contractor	Department.
21.	Traffic Control and Safety	The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required by the Engineer for the information and protection of traffic approaching or passing through the section of the road under improvement.	Contractor	Department.
22.	Risk from Construction Operations	The contractor is required to comply with all the precautions as required for the safety of the workmen as per the international Labour Organisation (ILO) Convention No. 62 as far as those are applicable to this contract. The contractor shall also comply with the national Building Code for this purpose.	Contractor	Department.
23.	Potable Water and Hygiene	Potable water supply will be provided, at every workplace, as per the Factory Rules of Odisha. All requirements as per standards set by the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 shall be fulfilled.	Contractor	Department.
24.	Protection of Cultural Heritage / Property	All the necessary and adequate care shall be taken to minimize impact on cultural properties (which includes cultural sites and remains, places of worship, graveyards, monuments and any other important properties/sites/remains notified under the Ancient Sites and Remains Act).	Contractor	Department.
25.	Chance found Archaeological property	All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the property of the Government. The contractor shall all work within 100 m in all directions from the site. The Engineer shall seek direction from the Archaeological Society of India (ASI) before instructing the Contractor to recommence work on the site.	Contractor	Department.
26.	Risk from explosives	Except as may be provided in the contract or ordered or authorized by the Engineer, the contractor shall not use explosives. Where the use of explosives is so provided or ordered or authorized, the contractor shall comply with the requirements of the explosives Act. First aid and medical care shall be provided, as per the factory Rules of Odisha.	Contractor	Department.

#### ARBITRATION (GCC Clause 25)

The procedure for arbitration will be as follows :

25 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the \*Council, Indian Road Congress.

(b) The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the \* Council, Indian Road Congress.

(c) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the \* Council, Indian Road Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress making such an appointment shall be furnished to each of the parties.

(d) Arbitration proceedings shall be held in Bhubaneswar, and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.

(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.