

**Standard Bidding Document**  
**(RURAL ROAD WORKS)**

For  
**Maintenance of RURAL ROAD  
WORKS**  
December, 2022

**West Bengal State Rural Development Agency  
(WBSRDA)  
RRNMU Building, 2nd Floor  
Near King Saheber Ghat, Ward No.-2  
Jalpaiguri-735101**

## **EXPLANATORY NOTE**

### **Format of the Bidding Document**

The Standard Bidding Document for the Maintenance of road works under RURAL ROAD WORKS the format of the Bidding Document, which is similar to the format for National Competitive Bidding for Works (India Version) — as approved by the competent authority.

The document has the added feature of defect liability period for **two years** from the date of completion of the repair & maintenance work. The Insurance Cover during currency of DLP is to be done by the Construction Agency.

# SECTION 1

## LIST OF IMPORTANT DATES

### NOTICE INVITING E-TENDER

**List of Important Dates of Bids: -**

Sl No.	Particulars		Date	Time
1	Published Date		30/12/2022	11:00 Hrs (as per Server Clock)
2	Documents Download / Sale Start Date	From	30/12/2022	12:00 Hrs (as per Server Clock)
3	Documents Download / Sale End Date	To	20/01/2023	18:00 Hrs (as per Server Clock)
4	Bid Submission Start Date	From	30/12/2022	13:00Hrs (as per Server Clock)
5	Bid Submission End Date	To	20/01/2023	18:00Hrs (as per Server Clock)
6	Bid Opening Date (Technical)		24/01/2023	11:00 Hrs (as per Server Clock)
7	Bid Opening Date (Financial )		To be intimated later on	
8	Place of Opening Bid	O/O the Superintending Engineer, North Bengal Circle, Jalpaiguri, RRNMU Building, 2 <sup>nd</sup> Floor, Near King Saheber Ghat, Ward No.-2, Jalpaiguri-735101		
9	Officer Inviting Bid	Superintending Engineer, P&RD Dept. & WBSRDA, North Bengal Circle, Jalpaiguri		
10	<b>Last Date of Bid Validity</b>	120 days from the date of opening		

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

**GOVERNMENT OF WEST BENGAL**

OFFICE OF THE SUPERINTENDING ENGINEER  
 PANCHAYAT & RURAL DEVELOPMENT DEPARTMENT & WBSRDA  
 NORTH BENGAL CIRCLE  
 RRNMU BUILDING (2<sup>ND</sup> FLOOR), WARD NO- 08, KINGSAHEBER GHAT  
 JALPAIGURI-735101

Email: [superintending.engineer.nbc@gmail.com](mailto:superintending.engineer.nbc@gmail.com), [senbc\\_jal@rediffmail.com](mailto:senbc_jal@rediffmail.com)



**Memo No. 543/SE (NBC)/22-23**

**Dated: 29.12.2022**

**NOTICE INVITING e-TENDER FOR MAINTENANCE OF RURAL  
 ROAD WORKS ROADS (TWO COVER SYSTEM)**

**e-NIT NO: 02 (3<sup>rd</sup> Call) of 2022-23**

The Superintending Engineer, P&RD Dept. & WBSRDA, North Bengal Circle on behalf of **West Bengal State Rural Development Agency, Department of Panchayats and Rural Development Department, Govt. of West Bengal** invites percentage rate tenders for each of the following works by two cover system from the bona fide and resourceful contractors of Government / Semi Government/ Undertaking/ Autonomous Bodies / Statuary Bodies and Local Bodies who satisfy the terms and conditions set out in the Standard Bidding Document (SBD) and having registration in e-procurement portal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) may submit their bids in the said portal. **The intending bidders must have completed at least one similar nature of work in a single contract as a prime contractor and value of which is not less than one third (1/3) of the value put to tender. The work must be completed within last five years from the date of issuance of this NIT.** The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain the entire technical documents as stated in the Bid Document and Financial Bids are to be uploaded in another folder.

The Tenders shall be available for viewing, downloading and submission in the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) || **PANCHAYAT AND RURAL DEVELOPMENT || WBSRDA || RRNMU JALPAIGURI**

**List of Work for which tender is invited**

Sl. No.	PKG No	Name of the work	Estimated Cost put to Tender (Rs.)	Earnest Money (Rs.)	Bid Cost (Rs.)	Completion Time (Months)
1	WB10-40	<b>Name of Work:</b> Repairing of Post 5 Years Maintenance of PMGSY Road from "SH 12A at Bandhunagar High School Madanerbari via Mahjiali GP Office and Kalinagar Hospital", Package No: WB10-40 , Length-12.250 km, Block-Rajganj in Jalpaiguri District	155,11,443.00	310,229.00	L1 bidder to submit Rs. 5000 only (for Two Sets) for formal agreement cost at Executive Engineer office to Execute the formal aggrement	60 days

Intending bidders may download tender documents from e-procurement portal of our website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) || **PANCHAYAT AND RURAL DEVELOPMENT || WBSRDA || RRNMU JALPAIGURI** from **30.12.2022 12.00 Hours to 20.01.2023 (up to 18.00 Hours)**.The

## Standard Bidding Document for Rural Road Works

pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **18:00 hrs (as per server clock) on 20.01.2023.**

1. **Earnest Money and Bid Cost should be deposited in-**

- a) **Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway. Or,**
- b) **SBI, Jalpaiguri Main Branch, Club Road, Jalpaiguri vide Account No-11188172565 (IFSC CODE SBIN0000095) in favour of “Executive Engineer, WBSRDA, Jalpaiguri Division” through RTGS/NEFT/CBS systems only and the Earnest Money as mentioned in the notice should be deposited to SBI, Jalpaiguri Main Branch, Club Road, Jalpaiguri vide Account No-11188172565 (IFSC CODE SBIN0000095) in favour of “Executive Engineer, WBSRDA, Jalpaiguri Division” through RTGS/NEFT/CBS systems only. The maintenance package number, tender name and UTR number should be clearly mentioned on the deposit Challan. Payment made otherwise will be rejected.**

The Qualification criteria for the works have been elaborated in details in the **Standard Bidding Document (SBD).**

**Availability of Bid Document and mode of submission:** The bid document is available online and bid should be submitted online on website **www.wbtenders.gov.in**. The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have valid Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Aspiring bidders who have not obtained the user ID and password for participating in e-tendering in RURAL ROAD WORKS may obtain the same from the website: **www.wbtenders.gov.in**. Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the valid digital signature issued from authorized CAs can use the same in this tender.

Only online submission of bids is permitted, therefore; bids must be submitted online on website **www.wbtenders.gov.in**. The technical qualification part of the **bids will be opened online at 11:00 Hours (time) on 24.01.2023 (date)** by the authorized officers. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day at the same time.

The bids for the work shall remain valid for acceptance for a period not less than 120 days after the Opening of Financial Bid.

Bidders may bid for any one or more of the works mentioned in the Table above. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

Other details can be seen in the Standard Bidding documents and this NIT & SBD will be the part and parcel of the Contract and tender document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

To keep the road in good condition during the next two (2) years after the completion of the construction if any additional / excess work is required, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

## **Brief Instruction to Bidders**

- A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website [www.wbprd.gov.in](http://www.wbprd.gov.in) or <https://www.wbetender.gov.in>**
1. Chalans of earnest money and cost of bid document. Payment to be made through RTGS/NEFT/CBS System, otherwise will be rejected.
  2. GST registration no (GSTIN)
  3. Pan card
  4. Trade license (Latest)
  5. Valid registration Certificate with EPF organization under EPF and Miscellaneous Provision act 1952.
  6. Professional Tax clearance certificate
  7. Balance sheet of last 5 years (Audited). UDIN should be compulsorily mentioned in the document if applicable for all reports submitted beyond 1st July 2019.
  8. Payment certificates signed by Competent Authority in support of Turnover should be compulsorily submitted. The turnover will be indexed at the rate of 8 percent simple interest for a year.
  9. Credentials for successfully completion (certificates from the officer not below the rank of Executive Engineer /DDO of the concerned department or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least one third (1/3) of the estimated cost of the proposed contract within the last 5 years.
  10. List of machineries possessed by own/arranged through lease deed along with authenticated copy of invoice/challan (*Engine number and/or chassis number of all machineries either owned or leased should be provided*)
  11. List of ongoing works in hand (if any) and the Physical and financial progress of those works as per **Annexure-A**
  12. Printed tender form and NIT with all addendum and corrigendum (download and upload the same digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form the tender will be summarily rejected)
  13. Partnership firm shall furnish **registered** partnership deed and the company shall furnish the Article of Association and Memorandum.
  14. The registered cooperative societies should submit the registration certificate, **current renewal certificate** of their cooperative from competent authority with Technical bid.
  15. Power of attorney (in case of Partnership firm /Private limited company if any)
  16. Details of the technical personnel proposed to be employed for the Contract having the qualifications as per ITB. Qualification Certificate of the technical personnel to be uploaded.
  17. Affidavit regarding non employment of any WBSRDA official under him, deployment of machineries, technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost. As per annexure-B.
  18. Work program should be compulsorily given by the bidder to complete the work in stipulated time.
  19. Bidders should submit Bank Solvency Certificate of 10% of the Estimated amount put to tender as per format given in Annexure-C. Date should be mentioned in Bank Solvency Certificate.

## Standard Bidding Document for Rural Road Works

20. For details of qualification and any other criteria the SBD clauses in details should be followed.

**B.** i) Bare Minimum requirements of machineries for road construction works is as follows. This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job.

Sl. No	Name of Machineries	Minimum no required at site
1	Light-Duty Mobile HMP with separate heating & mixing drum	1
2	Smooth Wheeled Roller (8-10 Tonne).	1
3	Concrete Mixer (For concrete Works/ Cold Mix Works)	1
4	Tar boiler	1
5	Excavator	1

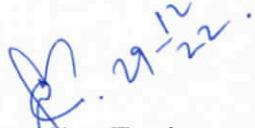
**C.** Bare Minimum requirements of laboratory equipment's for road construction works is as follows. Contractor has to arrange necessary laboratory equipment as and when required.

**D.** Other instructions

- Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda. This will be uploaded in e tender site. No separate intimation will be issued.
- The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
- No Mobilization Advance and Advance against purchase of equipment's will be paid for the work.
- The work will be inspected by National Quality Monitor (NQM) and / or State Quality Monitor (SQM) at the end of 1st Year and 2nd Year. Based on their reports and PIU report security money will be released. All sorts of co-operation during such visit are to be extended by the agency.
- During execution of work, Bitumen should be IOC make or IOC standard (latest batch) against the work and challans should be produced along with the R/A bill / final bill. Otherwise no payments will be released by the concerned authority.
- No Secured Advance will be paid for the work under any circumstances
- Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
- The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
- There will be no price preference to any bidder.
- No interest claim will be admissible during refund of earnest money and security deposit.

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- Uploaded documents of valid successful bidders will be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
- Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund under Maintenance.
- Time allowed for completion of work will be measured from the date of issue of work order.
- If any erroneous printing found after agreement or any time in the BOQ (Bill of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
- Bidding documents is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
- Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
  - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
- In case of submission of false and misleading document, the **earnest money** of the bidder will be forfeited.
- Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **ITB**:
- Bidders should read carefully the Suspension and debarment criteria detailed in Clause 60 of SBD and participate in the bid accordingly.

  
**Superintending Engineer**  
**P&RD Dept. & WBSRDA**  
**North Bengal Circle, Jalpaiguri**

**Memo No.- 543 /1(15)/ SE(NBC)/22-23**

**Date- 29.12.2022**

**Copy forwarded for information to: -**

1. The Additional Secretary to the Govt. of West Bengal, P&RD Deptt. & Addl. Chief Executive Officer, WBSRDA, West Bengal
2. The Chief Engineer, P&RD Deptt., WBSRDA (H.Q), Kolkata
3. The Superintending Engineer, P&RD Deptt., WBSRDA (H.Q), Kolkata
4. The Superintending Engineer (Maintenance), P&RD Deptt., WBSRDA (H.Q), Kolkata
5. The Superintending Engineer & SQC, P&RD Deptt., WBSRDA (H.Q), Kolkata
6. The Superintending Engineer, RRNMU/ Barasat Circle/ Malda Circle/ Bardhaman Circle/ Paschim Medinipur Circle
7. The Financial Controller, WBSRDA (H.Q), Kolkata
8. The Executive Engineer (Maintenance), WBSRDA (H.Q), Kolkata
9. The Executive Engineer & ITNO, WBSRDA (H.Q), Kolkata
10. The Executive Engineer, WBSRDA, Jalpaiguri Division
11. The Finance Officer, WBSRDA, Jalpaiguri Division
12. MIS Cell of Department, to upload it on the Department's website
13. The LDA, WBSRDA, Jalpaiguri Division, he is requested to arrange for publishing in News Papers & in our departmental website.
14. Office Notice Board.
15. Office Copy.

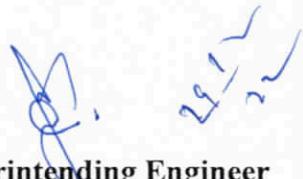
  
**Superintending Engineer  
P&RD Dept. & WBSRDA  
North Bengal Circle, Jalpaiguri**

**Memo No:- 543 /2(8)/ SE(NBC)/22-23**

**Date- 29.12.2022**

**Copy forwarded for information to:**

1. The Sabhadhipati, Jalpaiguri Z P.
2. The Karmadhyaksa, PurtaKarya O ParibahanSthayee Samity, Jalpaiguri Z P.
3. The District Magistrate, Jalpaiguri & Executive Officer, Jalpaiguri Z P, with a kind request to consider for displaying the same in your office notice board and District website for wide circulation please.
4. The Addl. District Magistrate, Jalpaiguri & the Addl. Executive Officer, Jalpaiguri Z P, with a kind request to make arrangement to display the same in your office notice board for wide circulation please.
5. The District Engineer, Jalpaiguri Z P, with a request to make arrangement to display the same in your office notice board and Zilla Parishad website for wide circulation please.
6. The District Informatics Officer, Hakimpara, Jalpaiguri, with a request to make arrangement to display the same in your office notice board for wide circulation please.
7. PS to HMIC, P&RD
8. PS to ACS, P&RD

  
**Superintending Engineer  
P&RD Dept. & WBSRDA  
North Bengal Circle, Jalpaiguri**

**Standard Bidding Document for Rural Road Works**

**ANNEXURE-A**

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 of Address of employer	Value of contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) *	Engine Number and chesis number of the Machinery	Anticipated date of Completion
1	2	3	4	5	6	7		8

**N.B : Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid**

\* Enclose certificate from EIC/DDO for value of work remaining to be complete

**b) Works for which bids already submitted (Work-order not issued)**

Description of Work	Place & State	Name of Address of employer	Estimated Value of Work (Rs. In Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

ANNEXURE-B

**SAMPLE FORMAT OF AFFIDAVIT**

I, Sri....., S/o.....  
.....aged.....years, Residing  
at.....Proprietor/Partner/Director of....., do hereby solemnly  
affirm and declare in connection with Construction of road from  
.....  
..... is as follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of DE/SE/AE/SAE of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 120 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.

**Standard Bidding Document for Rural Road Works**

9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may with hold our payment till we rectify the defects or fulfil our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Add the formats in the end of SBD as given below

**Annexure-C**

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

**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, \_\_\_\_\_(Tender No. & PackageNo. /Name of work) is awarded to the above firm, we shall be able to provide overdraft/creditfacilities to the extent of Rs. \_\_\_\_\_to meet their working capital requirements forexecuting the above contract.

Signature of Senior Bank Manager

\_\_\_\_\_  
Name of the senior Bank Manager

\_\_\_\_\_  
Address of the Bank -----

Stamp of the Bank

***Note: Certificate should be on the letterhead of the bank and phone, faxand e-mail address should be written clearly & not older than 03 Months.***

## Section 2: Instructions to Bidders (ITB)

### *Table of Clauses*

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## Section 2

### Instructions to Bidders (ITB)

#### *A. General*

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

**1.1** The Employer as defined in the Appendix to ITB invites bids for the repair and maintenance work, as described in these documents and referred to as “the Works”. The name and identification number of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

**1.2** The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part I General Conditions of Contract and do the maintenance of roads as defect liability for two years from the date of completion.

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

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

**2.1** The Government of West Bengal as defined in the Appendix to ITB has decided to undertake the works of repair and maintenance of selected RURAL ROAD WORKS roads of the State through State budget to be implemented through the Employer.

#### **3. Eligible Bidders**

**3.1** This Invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in ITB. The applicant should be a private or government-owned legal entity. For package size exceeding Rs. 10 crore, the Joint Ventures are only allowed otherwise not.

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

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

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

**4.1.1** Bidder should have valid registration with Employees Provident Fund organization under EPF and Miscellaneous Provisions Act, 1952.

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

- (a) Copies of 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 construction works performed for each of the last five years;
- (c) Experience in works of a similar nature and size for each of the last five years, and details of works in progress or contractually committed with certificates from the concerned officer not below the rank of Executive Engineer or equivalent;
- (d) Evidence of ownership of major items of construction equipment named in Clause 4.4 B (b) (i) of ITB or evidence of arrangement of possessing them on hire/lease/buying as defined therein.
- (e) Details of the technical personnel proposed to be employed for the Contract having the qualifications defined in Clause 4.4 B(b) (ii) of ITB for the work.
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) Authority to seek references from the Bidder's bankers;
- (i) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- (j) The proposed programme of construction and Quality Management Plan proposed for completion of the work as per technical specifications and within the stipulated period of completion.
- (k) The proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion
- (l) The contractor would furnish an affidavit in the following manner in non-judicial stamp paper: -
  - i) If the contract is awarded to me, I will deploy at site all necessary T&P and equipment as listed in the ITB of the bidding document immediately on receipt of the work order. I would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in Charge. I would be duty bound to use those equipment at site to achieve the best result as per requirement of the contract. I would upkeep and maintain those equipment in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
  - ii) I would establish a site Laboratory with minimum testing equipment/apparatus as listed in the ITB to conduct the various tests on soil, aggregates, cement, concrete to maintain the quality at site. I will upkeep the Laboratory set-up in good condition of the Project.

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- iii) I would deploy at site all necessary technical Personnel as listed in ITB for efficient contract management and supervision of works with a view to achieving best quality of works at site.
- iv) I would carry out all necessary tests of all major items at frequency spelled out in the contract document / MORD Specification book / SP 20 to achieve the best quality work at site. I will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
- v) Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may withhold my payment till I rectify the defects or fulfil my contractual obligation. In this connection, Departmental decision will be final and binding.

**4.4A** To qualify for award of the Contract, each bidder should have in the last five years:

- (a) Achieved in any one year, a minimum financial turnover (as certified by Chartered Accountant, and at least 50% of which is from Civil Engineering construction works) equivalent to amount given below:
  - (i) 60% of amount put to bid, in case the amount put to bid is Rs.100 lakhs and less.
  - (ii) 75% of amount put to bid, in case the amount put to bid is more than Rs. 100 lakhs.
- (b) Satisfactorily completed, as prime Contractor or sub-contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited, or such higher amount as may be specified in the Appendix to ITB.

**4.4 B (a)** Each bidder must produce:

- (i) Copy of PAN Card issued by Income Tax Authorities;
- (ii) Copy of the valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
- (iii) The Unique Document Identification Number (**UDIN**) should be provided by the bidder for each FY for the Audited Balance Sheet for submitted on or after 1<sup>st</sup> July 2019, where firms' accounts are to be audited mandatorily as per extant rules.
- (iv) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (v) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- (vi) All detail information as required in the revised check list. Any discrepancies regarding the authenticity of information furnished in the check list will lead to cancellation of bid.

**(b)** Each bidder must demonstrate:

- (i) Availability for the work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipment required for

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establishing field laboratory to perform mandatory tests, and those stated in the Appendix to ITB;

- (ii) Availability for the work of technical personnel as stated in the Appendix to ITB.

(c) The bidder must not have in his employment:

- (i) The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
- (ii) Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.

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

**4.4 D** If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfil the following minimum qualification requirement.

- (i) JV (Joint Venture) shall be allowed for works over 10 crs.
- (ii) The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- (iii) Each of the remaining partners shall meet not less than 25% of all the criteria given in sub-clause 4.4 A (a) & (b) of ITB above.
- (iv) The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.4 B and 4.4 C of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.
- (v) In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.
- (vi) Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.
- (vii) The available bid capacity of the JV as required under Clause 4.6 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

**4.5** The Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in sub-clause 4.3A above.

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**4.6** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the bid value. The available bid capacity will be calculated as under:

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

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) 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 (period up to 6 months to be taken as ½ and more than 6 months as 1 in a year).

M = 3

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

**Note:** 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:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or
- (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

## **5. One Bid per Bidder for any work**

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

## **6. Cost of Bidding**

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

## **7. Site Visit**

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

### ***B. Bidding Documents***

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

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

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

**8.2.** The bid document is available online on the website <http://www.wbtenders.gov.in>. The bid document can be downloaded free of cost from the e-procurement portal.

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

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

**9.1** The electronic bidding system provides for online clarification. A prospective Bidder requiring any clarification of the bidding documents may notify online the Authority inviting the bid. The Authority inviting bid will respond to any request (s) for clarification received earlier than 10 days prior to the deadline for submission of bids. Description of clarification sought and the response of the Authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification.

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

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

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

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

## **10. Amendment of Bidding Documents**

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

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

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

### ***C. Preparation of Bids***

## **11. Language of Bid**

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

## 12. Documents Comprising the Bid

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

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

- I. Form of bid for Part I of the bid, as per format given in section 6 (to be submitted online).
- II. Scanned copy of RTGS/NEFT for the cost of the bidding documents.
- III. Scanned copy of RTGS/NEFT for the Bid Security clause 16.2 of ITB.
- IV. Authorized address and contact details of the Bidder having the following information:  
Address of communication:  
Telephone No. (s): Office:  
Mobile No.:  
Facsimile (FAX) No.:  
Electronic Mail Identification (E-mail ID):
- V. Qualification information, supporting documents, scanned copy of original affidavit and undertaking as specified in Clause 4 of ITB.
- VI. Undertaking that the bid shall remain valid for the period specified in clause 15.1 of ITB.
- VII. Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and
- VIII. Scanned copy of the affidavit affirming that information he has furnished in the bidding document is correct to the best of knowledge and belief of the bidder.

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

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

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

- (a) The following details shall be entered on line in the prescribed formats:
  - (i) Form of bid for Technical Qualification Part I of the bid, as per format given in Section 6.
  - (ii) Form of bid for Technical-Financial Part II of the bid, as per format given in Section 6. The entry of rates for individual items of work/percentage rate for the work shall be made by the bidder on line.
- (b) Scanned copies of the following documents shall be uploaded on the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) at the appropriate place.
  - (i) Scanned copy of **RTGS/NEFT** towards the Cost Bid Security the (Clause 16

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- of ITB)
- (ii) Copy of PAN Card issued by Income Tax Authorities (Clause 4.4 of ITB) & Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act,2017.
  - (iv) Contractor Registration certificate (Clause 3 of ITB)
  - (v) Annual Turnover Certificate from Chartered Accountant for last five financial years with breakup of civil works and total works in each financial year. (Clause 4.4 of ITB)  
The Unique Document Identification Number (**UDIN**) should be provided by the bidder for each FY for the Audited Balance Sheet for submitted on or after 1<sup>st</sup> July 2019, where firms' accounts are to be audited mandatorily as per extant rules.
  - (vi) Affidavit regarding correctness of certificates (Clause 4.4 of ITB)
  - (vii) Any other documents as specified by the State in the Bid Data Sheet
- (c) Scanned copies of the Certificates showing details of similar nature of works, work in hand and machineries owned or on lease or possessed on hire should be uploaded after converting the same to PDF.
- (i) Similar nature of works executed (Clause 4.4 of ITB)
  - (ii) Works in hand (Clause 4.4 of ITB)
  - (iii) Machineries owned/brought on hire/ lease (Clause 4.4 of ITB)

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

Section	Particulars
1	Notice Inviting Tender
2	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Specifications
6.	Drawings

### 13. Bid Prices

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

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

**Percentage Rate Method** requires the bidder to quote a percentage above / below/ at par of the schedule of rates specified in the Appendix to ITB.

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

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

**13.3** All duties, taxes, royalties, cess, including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder. **1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the running bills.**

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

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

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

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

**15.1** Bids shall remain valid for a period of not less than 120 (One hundred and twenty) days after the Opening of Financial Bid specified in ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

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

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

**16.1** The Bidder shall furnish, as part of the Bid, Bid Security, in the amount specified in the Appendix to ITB.

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

**16.4** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Clause 15.1 of ITB.

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

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

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

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

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

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

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

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

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

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

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

### **19. Electronic Submission of Bids:**

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

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

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

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

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

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

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

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

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

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

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

#### **22. Bid Opening**

**22.1** The Employer inviting the bids or its authorised representative will open the bids online and this could be viewed by the bidders also online. In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

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

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

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

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

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

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

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

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

**23. Process to be Confidential**

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

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

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

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

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

**25.1** During the detailed evaluation of "Part-I of Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

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

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

**26. Evaluation and Comparison of Bids**

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

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

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

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

#### **27. Award Criteria**

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

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

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

**28.1** Notwithstanding Clause 27 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

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

**29.1** The bidder whose Bid has been accepted, Notice to Proceed with the Work will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter.

**29.2** The notification to proceed the Work of award will constitute the formation of the Contract, Signing of Agreement and subject to the furnishing of an Additional Security for unbalance bid, if necessary in accordance with the Finance Department memo No: 4608-F(Y) dated 18-07-2018 to be followed.

**29.3.** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after Additional Security for unbalance bid, if necessary is furnished.

**29.4** Upon the Issuance of the Work Order to the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

### **30. Security Deposit Money**

**30.1** Earnest money (2% of amount put to tender) of the successful bidder/Contractor will be converted to a part of Security Deposit Money. The remaining 8% S.D. Money will be deducted from running account (R.A.) bills, so that the total amount of S.D. will become 10% (Ten Percent) of the Contract Price, retained to the Employer for a period of two (2) years from the date of completion of the work.

**Additional Performance Security @ 10%** of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LOA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

**30.2** Failure of successful bidder to comply with the requirement of delivery of additional security for unbalanced bids as per relevant clause shall constitute sufficient ground for cancellation of award and forfeiture of the Bid Security. Such successful bidder who fails to comply with the above requirements is liable to be **debarred** from participating in bids under RURAL ROAD WORKS for a period of **one year**.

### **31. Advances**

No Mobilization Advance is allowed.

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

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

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

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

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any employee of the Employer involved in the Tender process or

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execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

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

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

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

- (a) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Clauses 32.1 to 32.6 above or in any other form, such as to put his reliability or credibility in question, the Employer after

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giving proper opportunity to the Bidder(s)/Contractor(s) shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

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

### *Appendix to ITB*

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

#### Instructions to Bidders Clause Reference

- (1.1) The Employer for invitation of tender is Superintending Engineer, WBSRDA, for work value above Rupees 100.00 Lakhs to Rupees 250.00 Lakhs. The Employer for invitation of tender is Executive Engineer, WBSRDA, for work value below Rupees 100.00 Lakhs. For Execution of work the Employer is Executive Engineer, WBSRDA irrespective of the value of the work.
- (1.2) The Works is Repairing of Post 5 Years Maintenance of PMGSY Road from "SH 12A at Bandhunagar High School Madanerbari via Mahjiali GP Office and Kalinagar Haspital", Package No: WB-10-40, Length- 12.250 km, Block-Rajganj in Jalpaiguri District.
- (1.3) Identification No. of the Works is:
- (2.1) The State is West Bengal.
- (3.1) Eligible Bidders are: Eligible and approved contractors registered in the web-site **www.wbtenders.gov.in**
- (4.4 A) (b) \_\_\_\_\_ *[insert the amount if it is more than one-third of the estimated cost of works.]*
- (4.4. B) (b)(i) The key equipment for road works and field testing laboratory Road Works are:  
**For Maintenance Works**

Sl No	Name of Machineries	Minimum no required at site
1	Light-Duty Mobile HMP with separate heating & mixing drum	1
2	Smooth Wheeled Roller (8-10 Tonne).	1
3	Concrete Mixer	1

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4	Tarboiler	1
5	Excavator	1

**For field testing Laboratory**

Name of the Equipment      Quantity

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Note: (a) The bidder must produce the f documentary evidence in support of his availability of the above equipment:

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(4.4 B) (b)( ii)

The Number of Technical personnel, Qualifications and Experience will be as follows :

A. The Technical Personnel are

[Cl. 9.2 of General Conditions of Contract]

B. For field testing laboratory ;

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(4.4 B) (c) (i)

The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment:

(4.4 B) (c) (ii)

The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:

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In case there is no such person in his employment, his affidavit should clearly state this fact.

(4.6)

M = 3

(7.1)

The contact person is:

Designation: Executive Engineer, WBSRDA / Superintending Engineer , WBSRDA

**Address:**.....



### Section 3 Qualification Information

**Notes on Form of Qualification Information**

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

#### 1. Individual Bidders

1.1	Constitution or legal status of Bidder  Place of registration:  Principal place of business:  Power of attorney of signatory of Bid	[attach copy]  _____  _____  [attach]
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years proceeding the year in which bids are invited. (Attach certificate from Chartered Accountant)( <i>The years are to be changed by Tender Inviting Authority depending upon the year in which the bid is invited</i> )	<b>(Rs. In lakhs)</b> Year 2017-2018 Year 2018-2019 Year 2019-2020 Year 2020-2021 Year 2021-2022
1.3 1	Work performed as prime Contractor (in the same name and style) on construction or repair & maintenance works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge	

Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

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1.3.2	Work performed as Sub-Contractor (in the same name and style) on construction works or repair & maintenance of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
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Project Name	Name of Employer	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.3.3 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.

**Existing commitments and on-going construction works:**

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

\* Enclose certificate(s) from Engineer(s)-in-charge for value of work remaining to be completed.

1.4 Availability of Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 4.2(d) and Clause 4.4B (b) of the Instructions to Bidders.

Item of Equipment	Description, make, and age (Years), and capacity	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased

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**1.5** Qualifications of technical personnel proposed for the Contract. Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.2 of Part-I General Conditions of Contract.

Position	Name	Qualification	Years of experience		
			Road Works	Building Works	Other

**1.6** Proposed sub-contractors and firms involved for construction. Refer to Clause 7 of Part I General Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-contractor(name and address)	Experience in similar work

Note: The capability of the sub-Contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

**1.7** Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

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

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**1.9** Information on current litigation in which the Bidder is involved.

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

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**1.10** Proposed Programme. Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents.

## Section 4 Conditions of Contract

### Part – I General Conditions of Contract

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

### Table of Clauses

<p><b>A. General</b></p> <p>1. Definitions</p> <p>2. Interpretation</p> <p>3. Language and Law</p> <p>4. Engineer's Decisions</p> <p>5. Delegation</p> <p>6. Communications</p> <p>7. Subcontracting</p> <p>8. Other Contractors</p> <p>9. Personnel</p> <p>10. Employer's and Contractor's Risks</p> <p>11. Employer's Risks</p> <p>12. Contractor's Risks</p> <p>13. Insurance</p> <p>14. Site Investigation Reports</p> <p>15. Queries about the Contract Data</p> <p>16. Contractor to Construct the Works and do maintenance</p> <p>17. The Works to be Completed by the Intended Completion Date</p> <p>18. Approval by the Engineer</p> <p>19. Safety</p> <p>20. Discoveries</p> <p>21. Possession of the Site</p> <p>22. Access to the Site</p> <p>23. Instructions</p> <p>24. Dispute Redressal System</p> <p>25. Arbitration</p> <p><b>B. Time Control</b></p> <p>26. Programme</p> <p>27. Extension of the Intended Completion Date</p> <p>28. Delays Ordered by the Engineer</p> <p>29. Management Meetings</p> <p><b>C. Quality Control</b></p> <p>30. Identifying Defects</p> <p>31. Tests</p>	<p>32. Correction of Defects</p> <p>33. Uncorrected Defects</p> <p><b>D. Cost Control</b></p> <p>34. Bill of Quantities</p> <p>35. Variations</p> <p>36. Payments for Variations</p> <p>37. Cash Flow Forecasts</p> <p>38. Payment Certificates</p> <p>39. Payments</p> <p>40. Compensation Events</p> <p>41. Tax</p> <p>42. Currencies</p> <p>43. Security Deposit</p> <p>44. Liquidated Damages</p> <p>45. Advance Payment</p> <p>46. Securities</p> <p>47. Cost of Repairs</p> <p><b>E. Finishing the Contract</b></p> <p>48. Completion of Construction and Maintenance</p> <p>49. Taking Over</p> <p>50. Final Account</p> <p>51. Operating and Maintenance Manuals</p> <p>52. Termination</p> <p>53. Payment upon Termination</p> <p>54. Property</p> <p>55. Release from Performance</p> <p><b>F. Other Conditions of Contract</b></p> <p>56. Labour</p> <p>57. Compliance with Labour Regulations</p> <p>58. Drawings and Photographs of the Works</p> <p>59. The Apprenticeship Act, 1961</p>
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## Section 4

### Part I General Conditions of Contract

#### A. General

##### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

**The Defects Liability Period** is 2(Two) year calculated from the Completion Date.

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

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

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**The Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to constructor repair & maintenance the Works.

**The Contract Price** is listed in the Work Order issued by the Employer.

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

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

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

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

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

**Specifications** mean the Specifications for Rural Roads of Ministry of Rural Development (2014) and consequent amendment or revision thereon.

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

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

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

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

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

## **2. Interpretation**

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

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

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

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

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

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

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

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

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

### **5. Delegation**

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

### **6. Communications**

**6.1** All certificates, notices or instructions to be given to the Contractor by the Employer/Engineer shall be sent on the address or contact details given by the Contractor in Section 6 -

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

### **7. Subcontracting**

**7.1** No Sub-contracting is Allowed.

**7.2** The Contractor shall not be required to obtain any consent from the Employer for:

- (a) the provision for labour, or labour component.
- (b) the purchase of Materials which are in accordance with the standards specified in the Contract.

### **8. Other Contractors**

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

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

### **9. Personnel**

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

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

**9.3** If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

**9.4** The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after

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the date of retirement or has not obtained State Government's permission for employment with the Contractor.

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

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

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

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

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

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

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

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

## **13. Insurance**

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

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

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

**13.3 (a)** The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of Defects Liability Period ( 2 Years) in the amounts and deductibles stated in the Contract Data

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

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

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

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

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

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

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

#### **16. Contractor to Repair & Maintenance of the Works**

**16.1** The Contractor shall construct, and install and repair & maintain the Works in accordance with the Specifications and Drawings.

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

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

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

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

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

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

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

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

**19. Safety**

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

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

**20. Discoveries**

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

**21. Possession of the Site**

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

**22. Access to the Site**

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

- (a) The Engineer
- (b) The Employer
- (c) Govt of west Bengal.
- (d) The Ministry of Rural Development, Government of India.
- (e) The National Rural Roads Development Agency, Government of India

**23. Instructions**

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

**24. Dispute Redressal System**

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

**25. Arbitration**

**25.1** In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

***B. Time Control***

**26. Programme**

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

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

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

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

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

**27. Extension of the Intended Completion Date**

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

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

**28. Delays Ordered by the Engineer**

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

**29. Management Meetings**

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

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

***C. Quality Control***

**30. Identifying Defects**

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

**31. Tests**

**31.1** For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have

minimum equipments as specified in the Contract Data. The Contractor shall be solely responsible for:

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

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

**32. Correction of Defects noticed during the Defects Liability Period for two year**

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

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

**32.3** The Contractor shall do the maintenance of roads, including pavement, road sides and cross drains including surface drains to the required standards and in the manner as defined in clause 1.1 and keep the entire road surface and structure in Defect free condition during the entire maintenance period which begins from the Completion Date and ends after two years.

**32.4** The maintenance standards shall meet the following minimum requirements:-

- (i) Potholes on the road surface to be repaired soon after these appear or brought to his notice either during the Contractor's monthly inspection or by the Engineer.
- (ii) Road shoulders to be maintained in proper condition to make them free from excessive edge drop offs, roughness, scouring or potholes.
- (iii) Cleaning of surface drains including reshaping to maintain free flow of water.
- (iv) Cleaning of culverts and pits for free flow of water.
- (v) Maintenance of road signs, pavement markings and other traffic control devices
- (vi) Any other maintenance operation required to keep the road traffic worthy at all times during the Defect Liability period.

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

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

### **33. Uncorrected Defects**

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

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

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

**34.1** The Bill of Quantities shall contain items for the repair & maintenance work, installation, testing, and commissioning works to be done by the Contractor.

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

### **35. Variations**

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

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

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

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

**36.3** If the rate for Variation item cannot be determined in the manner specified in Clause 36.2, the Contractor shall, within 14 days of the issue of order of Variation work, inform the Engineer the rate which he proposes to claim, supported by analysis of the rates. The Engineer shall assess the quotation and determine the rate based on prevailing market rates within one month of the submission of the claim by the Contractor. As far as possible, the rate analysis shall be based on the standard data book and the relevant schedule of rates of the state. The

recommendation of the Engineer on the rate so determined shall be submitted to the employer for approval thereof. The decision of the employer shall be final and binding on the Contractor.

**37. Cash Flow Forecasts**

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

**38. Payment Certificates**

**38.1 The payment to the Contractor will be as follows for repair & maintenance work:**

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

**39. Payments**

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

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

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

**40. Compensation Events**

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

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

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

**41. Tax**

**41.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**42. Currencies**

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

**43. Security Deposit**

**43.1** Earnest money (2% of amount put to tender) of the successful bidder/Contractor will be converted to a part of Security Deposit Money. The remaining 8% S.D. Money will be deducted from running account (R.A.) bills, so that the total amount of S.D. will become 10% (Ten Percent) of the Contract Price, retained to the Employer for a period of two (2) year from the date of completion of the work plus additional security for unbalanced bids in accordance with Finance Department memo no: 4608-F(Y) dated 18-07-2018. This additional Security if any must be submitted within 7 (seven) days after receipt of Work Order.

For Security Deposit the Notification of department of Panchayats and Rural Development vide No: 2594-PRD-37099/40/2021-Engg Sec-Dept. Of PRD dated 11.02.2021 will be strictly followed. (Copy Enclosed as annexure)

**43.2** On the satisfactory completion of the defect liability period for the total Security Deposit is repaid to the Contractor subject to condition that the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of period prescribed for repayment have been corrected.

**43.3** The additional Performance Security for unbalanced bids as detailed in the WB Finance department relevant order will be repaid to the Contractor when the repair & maintenance work is complete.

**43.4** The Security Deposit equal to 10% (Ten Percent) of the Contract Price as detailed in the Notification of Panchayats and rural Development is repaid to the Contractor when the period of two year fixed for Defect Liability is over and the Engineer has certified that the Contractor has satisfactorily carried out the maintenance work during Defect Liability of the works.

If the maintenance during Defect Liability part of the contract is not carried out by the Contractor as per this Contract, the Employer will be free to get the maintenance work carried out from another source and the amount required for this work will be recovered from the amount of Security Deposit available with the Employer and/or from any amounts of the Contractor whatever is due along with additional 20 percent amount as penalty.

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

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

**44.1** In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per week or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at 1% of initial contract price rounded to nearest thousand per week shall be withheld. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of Initial Contract Price and that the liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

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

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

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

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

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

**45. Advance Payment**

**NO Advance Payment will be given to the Contractor.**

**46. Securities**

**46.1** Earnest money (2% of amount put to tender) of the successful bidder/Contractor will be converted to a part of Security Deposit Money. The remaining 8% S.D. Money will be deducted from running account (R.A.) bills, so that the total amount of S.D. will become 10% (Ten Percent) of the Contract Price, retained to the Employer for a period of two (2) year from the date of completion of the work.

**Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.**

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LOA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

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

**47. Cost of Repairs**

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

*E. Finishing the Contract*

**48. Completion of Construction and Maintenance**

The Contractor shall request the Engineer to issue a certificate of completion of the repair & maintenance of the Work and the Engineer will do so upon deciding that the Work is completed.

**49. Taking Over**

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

**49.2** The Employer shall take over the maintained road within seven days of the Engineer issuing a certificate of completion of the defect liability period.

**50. Final Account**

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

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

**51. Operating and Maintenance Manuals**

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

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

**52. Termination**

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

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

- (a) the Contractor stops work for 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 declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect whether pertaining to Repair & Maintenance work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a Security, which is required;
- (e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) if the Contractor, in the judgement of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, “**corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. “**Fraudulent Practice**” means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. “Coercive practice” means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.
- (h) if the Contractor has not completed at least three-eighth of the value of Repair & Maintenance Work required to be completed after half of the completion period has elapsed;
- (i) if the Contractor fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data;
- (j) if the Contractor fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time; and
- (k) if the Contractor fails to pay EPF/ ESI contribution as required under prevailing laws;
- (l) if the Contractor engages child labour in violation of prevailing laws;
- (m) if the Contractor fails to ensure that there is no gender bias in engagement of labour and other employees and in payment of wages and he discriminate against female workers.
- (n) any other fundamental breaches as specified in the Contract Data

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

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

**53. Payment upon Termination**

**53.1 (i)** If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done, less liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit, and Additional Security. If any amount is still left un-recovered it will be a debt payable to the Employer from State works, any other State Government works including State Public Sector works executed by the Contractor.

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

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

**54. Property**

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

**55. Release from Performance**

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

**55.2** Death or permanent invalidity of the Contractor: the Contractor shall indicate his nominee for the Contract at the time of signing of Agreement. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her nominee are not

willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 53 of GCC.

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

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

#### **56. Labour**

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

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

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

**57.1** During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in Appendix to Part I General Conditions of Contract. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of Performance Security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

**57.2** Full compliance of statutory requirements apart, the Contractor shall pay rates of wages and observe conditions of labour not less favorable than those established for the trade or the industry where the work is carried out. The Contractor shall make himself aware of all labour regulations and their impact on the cost and build up the same in the Contract Price. During the

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Contract Period, unless and otherwise provided in the Contract, no extra amount in this regard shall be payable to the Contractor, for whatsoever reason.

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

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

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

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

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

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

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

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

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

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

photographs/Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

## **59. The Apprentices Act, 1961**

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

## **60. Procedure for Suspension and Debarment of Supplier, Contractors and Consultants**

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

### **60.1 Grounds for Suspension and Debarment:-**

- (a) Submission of eligibility requirements containing false information or falsified documents.
- (b) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- (c) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (d) Any documented unsolicited attempt by a bidder (**A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder**) unduly influencing the outcome of the bidding in his favour.
- (e) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- (f) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (g) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- (h) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- (i) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- (j) Failure in deployment of Technical Personnel, Engineers and/or Work

Supervisor having requisite license / supervisor certificate of competency as specified in the contract.

(k) Refusal to accept an award after issuance of “Letter of Acceptance” or enter into contract with the Government without justifiable cause.

(l) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract”, etc.

(m) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.

(n) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.

(i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;

(ii) Non-deployment of committed equipment, facilities, support staff and manpower;

(iii) Defective design resulting in substantial corrective works in design and/or construction;

(iv) Failure to deliver critical outputs due to consultant’s fault or negligence;

(v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;

(vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.

(o) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.

(p) Wilful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

#### **60.2 CATEGORY OF OFFENCE:-**

(A) First degree of offence: (a) to (p) of the above Clause-60.1 to be considered as First degree of offence.

(B) Second degree of offence: Any one of the offences as mentioned under ‘A’ above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

#### **60.3 In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited. PENALTY FOR OFFENCE:-**

(I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of

Government of West Bengal up to 2 (two) years.

(II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 3 (three) years.

#### **60.4 PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS**

(a) Initiation of Action, Notification and Hearings:

Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the **Bid Evaluation Committee** and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

(b) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of **Bid Evaluation Committee** shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:

i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment.

ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such.

iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of **Suspension Committee** by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

(c) After receiving the recommendation for suspension from **Bid Evaluation Committee**, **Suspension Committee** shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defence within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of the **Suspension Committee** shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of **Suspension Committee** shall also inform the decision to all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the **Debarment Committee** for further action.

(d) The **Debarment Committee** upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of **Debarment Committee** shall also inform the decision to all concerned.

#### **PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:-**

(A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.

(B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

**STATUS OF SUSPENDED / DEBARRED BIDDER :-**

(a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to the Government.

(b) If the Suspension/Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract” etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder.

If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

## Contract Data to General Conditions of Contract

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

Clause Reference

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

1. The Employer is [Cl.1.1]

Designation: Executive Engineer for works upto INR 100.00 Lakhs. SE for works above INR 100.00 Lakhs to INR 250.00 Lakhs

Address:

Name of authorized Representative

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

2. The Engineer is

Designation: Executive Engineer

Address:

[Cl.1.1]

Telephone No.(s): Office:

Mobile No.:

Facsimile (FAX) No.:

Electronic Mail Identification (E-mail ID):

3. The Intended Completion Date for the whole of the Works is 5 [Cl.1.1, 17&27] months after start of work shall be based on Chapter 11 of Rural Roads Manual (IRC:SP:20:2002). Its specific provisions are:-

(i) **Clause 11.2, *ibid***, explains the various types of distress/defects of pavements. For example, cracks, ravelling, rutting, pot holes etc.

(ii) **Clause 11.3, *ibid***, defines different maintenance activities. For example, fog seal, bituminous surface treatment, etc.

(iii) **Clause 11.4, *ibid***, suggests planning of repair & maintenance.

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**(iv) Clause 11.5 and Clause 11.6 (a), *ibid***, define preventive and corrective maintenance, and classify activities of repair & maintenance.

**(v) Clause 11.7, *ibid***, discusses in detail the assessment of defects and maintenance measures for sealed roads, roads with rigid / RCCP and roads with special pavement.

**(vi) Appendix 11.3, *ibid***, covers the special problems of Road Maintenance in Heavy Rainfall / Snow fall areas.

**(vii) Appendix 11.4, *ibid***, explains the nature of duties in maintenance of shoulders, drainage structures and causeways.

5. The Site is located at km .....to km. .... [Cl.1.1]

6. The Start Date shall be \_\_\_\_\_ days after the date of issue of the Notice to [Cl.1.1]  
Proceed with the repair & maintenance work.

7. (a) The name and identification number of the Contract is : [Cl.1.1]

(b) The Works consist of \_\_\_\_\_ [Cl.1.1]  
\_\_\_\_\_

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

directed.

**(A) Road Works**

Site clearance; setting-out and layout; widening of existing carriageway and strengthening including camber corrections; repair & maintenance of RURAL ROAD WORKS road bituminous/concrete pavements remodeling/construction of junctions, intersections, supplying and placing of drainage channels, flumes, guard posts and other related items; construction/extension of cross drainage works, bridge, approaches and other related items; road markings, road signs and kilometer/hectometer stones; protective works for roads/bridges; all aspects of quality assurance of various components of the works; rectification of the Defects in the completed works during the Defects Liability Period; submission of “As-built” drawings and any other related documents; and other item of work as may be required to be carried out for completing the works in accordance with the Drawings and provisions of the Contract and to ensure safety and planting of trees along the roads.

**(B) CD Works including bridges**

Site clearance; setting out, provision of foundations, piers, abutments and bearings; pre-stressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/down-take pipes, provision of suitably designed protective works; providing wing/return walls; provision of road markings, road signs etc.; all aspects of quality assurance; clearing the Site and handing over the works on completion; rectification of the Defects during the Defects Liability Period and submission of “As-built” drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the Drawings and the provisions of the Contract and to ensure safety.

As required to fulfill all the contractual obligations as per the Bid documents.

- 8. Section completion is [Cl 2.2]
- 9. The following documents also form part of the Contract: [Cl.2.3(11)]  
\_\_\_\_\_
- 10. (a) The law which applies to the Contract is the law of Union of India. [Cl.3.1]
- (b) The language of the Contract documents is \_\_\_\_\_. [Cl.3.1]
- 11. The Schedule of Other Contractors is attached. [Cl. 8.1]
- 12. A. The Technical Personnel for repair & maintenance work are:

[Cl. 9.2]

Technical Personnel	Number	Experience in Road Works

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i). Degree Holder in Civil Engineering	1 (for work up to 100.00 Lakhs ) 1 ( for work upto 250.00 Lakh)	3 years
ii). Diploma Holder in Civil Engineering	1 (for work up to 100.00 Lakh ) 1 ( for work upto 250.00 Lakh)	5 Years

For field testing laboratory;

Technical Personnel	Number
B.Sc degree holder	1
_____	
_____	

13(a) Amount and deductible for insurance are: [Cl. 13.1]  
2 % of contract price

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

13(b) Amount and deductible for insurance are: [Cl. 13.3 (a)]  
2 % of contract price

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

14. Site investigation report [Cl.14.1]

15. The key equipments/ machinery for construction of works shall be:

[Cl. 16.2]

S. No.	Name of Equipment/ Machinery	Quantity
	Light duty mobile HMP	1
	Smooth Wheeled Roller (8-10 tonn)	1
	Tar Boiler	1
	Excavator	1
	Concrete Mixer(concrete works)	1
	Water tanker	1
	Soil Testing Instruments for FD , LL PL PI	1 set

16. (a)

Competent authorities are::

[Cl. 24.1]

Executive Engineer \_\_\_\_\_ with powers up to 100.00 Lakh.

Superintending Engineer \_\_\_\_\_ with powers up to 250.00 Lakhs

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17. (a) The period for submission of the programme for approval of Engineer [Cl.26.1] shall be 10 days from the issue of Work Order.
- (b) The updated programme shall be submitted at interval of 30 days. [Cl. 26.3]
- (c) The amount to be withheld for late submission of an updated programme shall be Rs. 0.5 lakhs. [Cl. 26.3]

18. The key equipments for field laboratory shall be:

<i>S. No.</i>	<i>Name of Equipment</i>	<i>Quantity</i>
	<i>Bitumen Extractor</i>	<i>1</i>
	<i>Sieve</i>	<i>1 set</i>
	<i>Core Cutter</i>	<i>1</i>
	<i>AIV instrument</i>	<i>1</i>
	<i>Volumetric test set</i>	<i>1</i>
	<i>Digital Balance</i>	<i>1</i>

[Cl. 31.1a]

19. The authorized person to make payments is EE [ Cl.39.2]

20. (a) Milestones to be achieved during the contract period

- (1) 1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction
- (2) 3/8<sup>th</sup> of the value of entire contract work up to 1/2 of the period allowed for completion of construction
- (3) 3/4<sup>th</sup> of the value of entire contract work up to 3/4<sup>th</sup> of the period allowed for completion of repair & maintenance

(b) Amount of liquidated damages for delay in completion of works

For Whole of work  
1 percent of the Initial Contract Price, rounded off to the nearest thousand, per week.

(c) Maximum limit of liquidated damages for delay in completion of work.

10 per cent of the Initial Contract Price rounded off to the nearest thousand.

[Cl.44.1]

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21. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bidding Documents, or Fixed Deposit Receipt from a scheduled Commercialbank. [Cl. 46.1]
22. (a) The Schedule of Operating and Maintenance Manuals\_\_\_\_\_. [Cl.51.1]  
(b) The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.51.1]
23. (a) The period for setting up a field laboratory with the prescribed equipment is 10 days from the date of notice to start work [Cl.52.2 (i)]  
(b) The following events shall also be fundamental breach of Contract : [Cl.52.2 (k)]  
“The Contractor has contravened Clause 7.1 and Clause 9 of Part I General Conditions of Contract
24. The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be 10 percent. [Cl.53.1(i)]

## Appendix to Part I General Conditions of Contract

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

(a) **Workmen Compensation Act 1923:** -The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) **Payment of Gratuity Act 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.

(c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:

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

(d) **Maternity Benefit Act 1961:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

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

(f) **Minimum Wages Act 1948:** - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways are scheduled employment.

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

(h) **Equal Remuneration Act 1979:** - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making

discrimination against female employees in the matters of transfers, training and promotions etc.

(i) **Payment of Bonus Act 1965:** - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

(j) **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) **Industrial Employment (Standing Orders) Act 1946:** - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.

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

(m) **Child Labour (Prohibition & Regulation) Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.

(n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.

(o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the

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establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

## **Section 4**

### **Conditions of Contract**

#### **Part – II Special Conditions of Contract**

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

Note: The State Government may refer to Clause 34 of GCC and add here the procedure that it would like to adopt for assessing the performance of the Contractor in execution of works / activities relating to Maintenance within defect liability period for post repair & maintenance work.

## Section 5

### Specifications

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

**A.** The MoRD Specifications for Rural Roads published by the IRC (1<sup>st</sup>Revision) shall apply.

**B.** For items not covered in the MORD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5<sup>th</sup> Revision) shall be followed.

**C.** Particular specifications:-

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

(i) MoRDSpecifications (1<sup>st</sup> Revision)

Clauses .....

(ii) MoRTHSpecifications for Road & Bridge Works (5<sup>th</sup> Revision)

Clauses .....

**D.** For purposes of quality control, the MoRD Specifications for Rural Roads (1<sup>st</sup> Revision) and those covered by the standard Quality Control Mechanism shall apply.

## Section 5 (Cont'd)

### Drawings

**Note:** The design, drawings, standards and guidelines of the Rural Roads Manual (IRC: SP: 20-2002) and other relevant IRC Standards, Codes etc. are to be followed for all-weather rural roads.

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

#### **List of Drawings:-**

1. Key Map
2. Road Alignment including cross sections
3. Pavement Drawings
4. Surface and sub-surface drains with full details
5. Culverts and Bridges drawings
6. Drawings for any other Road structure.
7. Drawings for road signs, pavement markings and other traffic control devices
8. Drawings to be followed for actual execution of work should bear the stamp “Good for construction”.
9. Any revision of working drawings should be indicated by pre-fixing R1, R2..... etc. after original reference number. Reasons for each revision should be clearly noted in the drawing.
10. Complete set of drawings should be issued along with other tender documents so as to form part of the Agreement.

## Section 6

### FORM OF BID FOR PART I OF THE BID

#### Technical Qualification Part I of Bid

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

To [Name of Employer].....

Address [insert address] .....

Identification Number of Works .....

Description of Works .....

Dear.....

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

Authorised Signatory.....

Name and Title of Signatory.....

Name of Bidder .....

AuthorisedAddress of Communication.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

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

## Form of Bid for Part II of the Bid

### Technical - Financial Part II of Bid

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

To [Name of Employer].....

Address [insert address] .....

Identification Number of Works .....

Description of Works .....

Dear.....

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

Signature of Authorised Signatory .....

Name and Title of Signatory.....

Name of Bidder .....

Authorised Address of Communication.....

.....

Telephone Nos (Office) .....

Mobile No. ....

Facsimile (Fax) No. ....

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

.

## FORMAT FOR THE AFFIDAVIT

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

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

1. I hereby certify that all the information furnished with the bid submitted online in response to notice inviting bid number ..... date ..... issued by ..... (authority inviting bids ) for..... (name and identification of work ) are true and correct.
2. \*I hereby certify that I have been authorised by ..... (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....

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

## Section 7

### Bill of Quantities

#### Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and Drawings.
2. For the repair & maintenance works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued
  - (a) at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
  - (b) at percentage rate above or below or at par of the Schedule of Rates as tendered by the Contractor.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. When percentage rate tenders are invited, the Bill of Quantities will show in the bidding documents, the quantities and rates used for different items.

#### **Notes:**

1. The Schedule of Rate is .....
2. Wherever there is any discrepancy between the rate entered in the Bill of Quantities and the Schedule of Rates as per Note 1 above, the rate given in the Schedule of Rates will apply.

**Section 8**  
**Standard Forms**

**(a) 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 Performance Security as stipulated in ITB Clause 30 and signing of the Contract for the repair & maintenance of \_\_\_\_\_, 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)

**(b)Standard Form of Agreement**

*Standard Form: Agreement*

**Agreement**

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

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

(hereinafter called “the Employer”) of the one part, and

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

[name and address of Contractor] (hereinafter called “the Contractor” of the other part).

Whereas the Employer is desirous that the Contractor execute  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ [name and identification number of Contract]

(hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor  
for the execution and completion of such Works and the remedying of any defects therein  
at a cost of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

**Standard Bidding Document for RURAL ROAD WORKS**

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects within the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Notice to Proceed with the works;
  - ii) Contractor's Bid;
  - iii) Contract Data;
  - iv) Special Conditions of Contract and General Conditions of Contract;
  - v) Specifications;
  - vi) Drawings;
  - vii) Bill of Quantities; and
  - viii) Any other document listed in the Contract Data as forming part of the Contract.

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

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

was hereunto affixed in the presence of:

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

\_\_\_\_\_

in the presence of:

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

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

BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT  
To  
The Executive Engineer

**Standard Bidding Document for RURAL ROAD WORKS**

WBSRDA..... Division  
[Address]

	Account Details of Executive Engineer of the Division
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS ..... [NAME AND ADDRESS OF CONTRACTOR] (here after called “The Contractor”) has undertaken , in pursuance of Memo no ..... dated ..... to execute .....  
.....  
.....  
.....**in the District of ..... under the Jurisdiction of WBSRDA ..... / Division** (hereinafter called “The Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we ..... (indicate the name of the bank branch ) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we ..... (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the ,limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We .....(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We .....(indicate the name of the bank & branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We ..... (indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change , addition or modification.

We, ..... (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to ..... It comes into force with immediate effect and shall remain in force and valid for a period of **Two year** (Construction period claim period of six months). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ....(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to ..... , all our liabilities under this Guarantee shall cease to exist.

Signed and Sealed this ..... day of 20.....at

**Standard Bidding Document for RURAL ROAD WORKS**

SIGNED, SEALED AND DELIVERED  
For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES :

- (i) The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.