

SECTION – I
Roads and Bridges Development Corporation of Kerala Ltd.
(A Government of Kerala Undertaking)

2nd Floor, Preethi Buildings, M.V.Road, Palarivattom, Kochi – 682 025.

Ph: (484) 2338205, 2338206, Fax : (91-484) 2533294

Website:www.rbdck.com, Email:rbdckltd@gmail.com

20.11.2019

BID REF NO. RBDCK/ T1/Pulleppady ROB/32/2019

INVITATION FOR BIDS (IFB)

1.0 On behalf of RBDCK, its Managing Director invites online bids for the Repair work of Pulleppady ROB as detailed below.

2.0 Description of work:

1.	Name of Work	Maintenance and Repair work of Pulleppady ROB
2.	Estimate Amount	Rs. 3.00 lakhs (Approx.)
3.	Earnest Money Deposit (EMD)	Rs.7,500/-
4.	Tender Submission Fee	Rs.600/- + 18% GST
5.	Period of completion	20 days
6.	Tender documents	Can be downloaded from the website www.rbdck.com
7.	Document downloads starting date	20.11.2019
11	Form of Contract	Item Rate
12	Documents to be submitted	27.11.2019,5pm



3.0 Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.rbdck.com. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Bid submission:** Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document, Manual submission or by speed post/courier is to be done. So that it is received in RBDCK before the last date mentioned.
- iv. **Opening of Bid:** The bids will be opened and evaluated as per the eligibility and qualifications. All documents in support of qualifications shall be submitted.

3.1 Documents Comprising Bid:

- A) Affixing the seal and signature of Contractor.
- B) Complete the Price bid as per format given for download along with this tender, after affixing the seal and signature of Contractor

The blank price bid should be downloaded. The bidder should fill in the details in the same, duly signed and submitted to RBDCK.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

3.2 Tender Document Fees and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of Rs.600/- + 18% GST extra and Earnest Money Deposit or Bid Security of Rs 7500/-.

The tender document fees and EMD can be paid as DD favoring RBDCK.

- 3.3 If employer's office happens to be closed on the date of opening specified, the bids will be opened on the next working day at the same time & venue.



Further details can be had from the Notice Inviting Tender (NIT) or Office of the RBDCK Ltd. during working hours.

Managing Director



SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)



SECTION II
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1.0 SCOPE OF BID

1.1 Roads and Bridges Development Corporation of Kerala Ltd., intends to do the work for Repair works of Pullepady ROB. Accordingly, Roads and Bridges Development Corporation of Kerala Ltd (A Government of Kerala undertaking), Preethi Buildings, Palarivattom, Cochin-25 (hereinafter referred to as Employer in these documents) acting through Managing Director, invites bids for Repair work of Pullepady ROB, detailed in clause 2.0 of IFB.

1.2 **The scope of work consists of** Repair works of Pullepady ROB

1.3 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data (Ref. Section-III Part-III)

2.0 ELIGIBILITY CRITERIA

2.1 The bidder should have registered as a Contractor in Government of Kerala in other State Governments/Government of India or State/Central Government Undertakings.

2.2 The bidder should have PAN and GST registration. (The proof of the above shall be submitted as PDF format in designated covers)

2.3 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

3.0 DELETED

4.0 ONE BID PER BIDDER

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



5.0 COST OF BIDDING

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

6.0 SITE VISIT

6.1 The bidder, at the bidders own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site and collecting the necessary information shall be at the cost of the Bidder.

B. BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENTS

8.1 One set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10.0

SECTION –I	Invitation For Bids (IFB)
SECTION-II	Instructions To Bidders (ITB)
SECTION-III (PART-I)	Conditions Of Contract Conditions Of Particular For Works Of Civil Engineering (Not Enclosed -Please Refer FIDIC Document Part I & Ii)
SECTION-III (PART II)	Conditions Of Contract-Conditions Of Particular Applications
SECTION-III (PART III)	Contract Data
SECTION-IV	Form Of Letter Of Acceptance And Form Of Notice To Proceed With Work
SECTION –V	Form Of Contract Agreement
SECTION -VI	Special Conditions Of Contract/ Supplementary Information
SECTION –VII (PART A)	General Guide Lines For Use Of Technical Specifications



SECTION –VII (PART B)	Technical Specifications
SECTION –VIII	PART A-Preamble PART B - BOQ – Item Specifications & Quantities - Bidder To Fill The Rates PART C – Form of Bid

8.2 The bidding documents should be completed, duly signed and submitted in sealed cover.

9.0 CLARIFICATION OF BIDDING DOCUMENTS

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter “cable” includes telex and facsimile) at the Employer’s address indicated in the invitation to bid.

10.0 AMENDMENT OF BIDDING DOCUMENTS

10.1 The Employer may modify the bidding documents by issuing addenda, before the dead line for submission of bids

10.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded as corrigendum.

10.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids in accordance with sub-clause 19.2 below.

C. PREPARATION OF BIDS

11.0 LANGUAGE OF THE BID

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

12.0 BID PRICES

12.1 The bid shall be for the whole work as described in Sub-Clause 1.0 of ITB: The bill of quantities has been attached in Price Bid.

12.2 The bidder shall fill the rates in figures for all items of the works described in the Bill of Quantities. 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. The bidder can modify their bid up to the last date and time of submission of bid.



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

12.4 The rates and prices quoted by the bidder shall be valid for the original contract period as well as during extensions if any duly granted and shall not be subject to any further adjustment or variation on any account.

13.0 CURRENCIES OF BID AND PAYMENT

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be in Indian Rupees.

14.0 BID VALIDITY

14.1 Bids shall remain valid for a period not less than 120 (One Twenty) days after the deadline for bid submission specified in Clause 19 of ITB.

14.2 In exceptional circumstances, prior to expiry of the original validity period, the Employer may request that the bidder may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or Email. A bidder may not concede to the request without forfeiting 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 15 of ITB in all respects.

14.3 Bids which are valid for a shorter period than that required by the employer shall be treated as non-responsive and rejected.

15.0 BID SECURITY

15.1 The bidder shall furnish, as part of his bid, a bid security for the amount as shown in the table of Invitation for Bids for the particular work. This bid security shall be as DD.

15.2 Any bid not accompanied by an acceptable bid security and not secured as indicated in sub clause 15.1 of ITB shall be rejected by the Employer as non-responsive.

15.3 The bid security of the successful bidder will be returned when the bidder has signed the agreement and furnished the required performance security.

15.4 The bid security may be forfeited:

- a) if the bidder withdraws the bid after bid opening during the period of Bid validity



- b) if the bidder does not accept the correction of the bid price, pursuant to Clause 26 of ITB; or
- c) in the case of a successful bidder, if the bidder fails within the specified time limit to
 - i. sign the agreement or
 - ii. furnish the required performance security
- d) If any of the documents/ information/ data submitted by the Contractor prove to be false, suppressed, misleading, forged etc. at any point of time even after awarding the Contract.

16.0 DELETED

17.0 FORMAT AND SIGNING OF BID

- 17.1 The bidder shall prepare one copy of the documents comprising the bid as described in Clause 18.0 of ITB of these Instructions to Bidders.
- 17.2 The bid shall be printed, typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid and where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 17.3 The bid shall contain no alternatives or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 17.4 All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be provided below their signatures. All signatures shall be dated.

D. SUBMISSION OF BIDS

18.0 DOCUMENTS COMPRISING THE BID

- 18.1 The bid submitted by the bidder shall comprise the following:
 - a) Bid security
 - b) Bid Documents (as per clause 8.1 - Section I to VIII)



c) Price Bid (as per clause 8.1 - Section IX)

And any other material required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Sub-Clause 8.1 of ITB shall be filled in without exception.

18.2 Submission of Bid

18.2.2. The bid documents as per clause 18.1 shall be submitted in a sealed cover on or before the bid submission closing time prescribed in the Notice Inviting Tender (NIT):

a. be addressed to the Employer at the following address:

Managing Director

Roads and Bridges Development Corporation of Kerala Ltd

2nd Floor, Preethi Buildings, M.V.Road,

Palarivattom, Cochin –682 025, KERALA.

b. bear the following identification:

Bid No. RBDCK/T1/Pullepady ROB/32/2019

Name of Work: Maintenance and Repair Works of Pulleppady ROB

18.4 If the covers are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

19.0 DEADLINE FOR SUBMISSION OF THE BIDS

19.1 Bids must be received not later than the time and date specified in IFB.

19.2 The Employer may extend the deadline for submission of bids and documents by issuing an amendment in accordance with Clause 10.0 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20.0 LATE BIDS

20.1 Bid received by the Employer after the deadline prescribed in Clause 19.0 of ITB will not be opened



21.0 MODIFICATION AND WITHDRAWAL OF BIDS BEFORE DEADLINE OF SUBMISSION

- 21.1 Bidder may modify or withdraw his bid before the deadline prescribed in Clause 19.0 of ITB
- 21.2 No bid may be modified or withdrawn after the deadline for submission of bids.
- 21.3 Withdrawal or modification of a bid between the deadline for submission of bids and the expiry of the original period of bid validity specified in Clause 14.1 of ITB or as extended pursuant to Clause 14.2 of ITB shall result in the forfeiture of the bid security pursuant to Clause 15.0 of ITB.

E. BID OPENING AND EVALUATION

22.0 BID OPENING

- 22.1 The date and time for opening of bid will be as per date and time prescribed in IFB. The decision of the Employer in this respect shall be final and binding on all the bidders.

23.0 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. Any effort by a bidder to influence the Employer's processing of bids or wards decision may result in the rejection of his bid.

24.0 CLARIFICATION OF BIDS

- 24.1 To assist the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of the Bidder's bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable or fax but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 26.0 of ITB.

25.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) is accompanied by the required bid security, (b) meets the eligibility criteria defined in



Clause 2.0 of ITB, (c) has been properly signed, and (d) is substantially responsive to the requirements of the bidding documents.

- 25.2 A substantially responsive 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, 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 non-conforming deviation or reservation.

26.0 CORRECTION OF ERRORS

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a. where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b. where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - c. If there is an arithmetical error in totaling of individual items, the correct total shall be computed by the employer and the same shall govern.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder.
- 26.3 If the bidder does not accept the corrected Bid price, the Bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 15.4 (b) of ITB

27.0 EVALUATION AND COMPARISON OF BIDS

- 27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25.0 of ITB.
- 27.2 In evaluating the bids, the Employer will determine for each bid the Bid Price by making adjustments as follows:
- (a) Making any correction for errors pursuant to Clause 26.0 of ITB; or



- (b) Making an appropriate adjustment for any other acceptable variations, deviations; and
- (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 21.0 of ITB

27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer except in case of structures where alternative offers are called for variations, deviations and alternative offers submitted in accordance with Clause 16 and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in bid evaluation.

F. AWARD OF CONTRACT

28.0 AWARD CRITERIA

28.1 Subject to clause 29, the employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price.

28.4 DECIDING AWARD OF CONTRACT

The process of decision and award of contract shall be as under.

- a) Bidders shall furnish detailed cost break up/rate analysis and any other clarification to the proposals submitted by them as may be requested by the Employer to evaluate the reasonableness of the bid.
- b) If the bid of the lowest bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of the 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 BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in clause 30.3 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.
- c) The bidder with the lowest Evaluated Bid price determined as above shall be awarded the work as per the terms of the contract, subject to the approval from Government.

29.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS



29.1 Notwithstanding anything contained in Clause 28.0 of ITB, 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.

30.0 NOTIFICATION OF AWARD, FURNISHING PERFORMANCE SECURITY AND SIGNING OF AGREEMENT

30.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the bid validity period by cable, telex or facsimile, confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")

30.2 The Notification of Award will constitute the formation of the Contract, subject to the bidder furnishing performance security in accordance with the provisions of Clause 30.3 & 30.4 of ITB and signing the Agreement in accordance with Clause 30.6 & 30.7.

30.3 PERFORMANCE SECURITY

a. Within 3 days of receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a performance security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced bids in accordance with the Conditions of Contract: At least fifty percent of the Performance Security must be in the form of Banker's cheque/bank draft drawn in favor of Roads and Bridges Development Corporation of Kerala Ltd payable at Ernakulam or in the form of treasury fixed deposit and rest in the form of bank guarantee as per the format given in volume I-section VI from a scheduled Indian Bank.

30.5 Failure of the successful bidder to comply with the requirements of Clause 30.3 of ITB shall constitute sufficient grounds for cancellation of the award and forfeiture of the bid security.

30.6 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful bidder within 10 days of Notification of Award in the Employer's office.



30.7 The Agreement will be signed upon the successful bidder furnishing the performance security. The Employer will then promptly notify the other bidders that their bids have been unsuccessful and will return their bid security.



SECTION – III (PART – I)

CONDITIONS OF CONTRACT

**FIDIC CONDITIONS OF CONTRACT FOR WORKS OF CIVIL ENGINEERING
CONSTRUCTION FOURTH EDITION 1987, REPRINTED 1992 PART-I
(NOT ENCLOSED, CONTRACTORS TO GET THE COPY BY
OTHER MEANS)**



SECTION-III (PART –II)
GENERAL CONDITIONS OF CONTRACT
CONDITIONS OF PARTICULAR APPLICATIONS

PREFACE

The Conditions of Contract comprise of two parts, namely:

1.0 General Conditions of Contract (Section III (Part –I) of the Bidding Document)

The General Conditions of Contract comprise “Conditions of Contract for Works of Civil Engineering Construction – Part I General Conditions, 4th edition, 1987 (Reprinted 1988 with Editorial Amendments; Reprinted 1992 with further amendments)” published by the Federation International Des Ingenieurs – Conseils (FIDIC) Lausanne, Switzerland.

2.0 Conditions of Particular Application (Section III, (Part-II) of the Bidding Document)

The Conditions of Particular Application are amendments and additions to the General Conditions of Contract (Section III, Part –I) mentioned in para 1 above). Clauses in this section having clause numbers upto 72 are amendments of the General Conditions of Contract (Section III, Part-I) and carry the numbers of the Clauses which they amend. Clauses, having numbers 73 or more, are additional clauses to the General Conditions of Contract (Section III, Part-I)

3.0 The Following Clauses in Section III (Part I) have been amended/ deleted and the amendments are given in Section III Part-II

1.1, 2.1, 4.1, 5.1, 5.2, 6.4, 10.1, 10.2, 12.2, 14.1, 17.1, 27.1, 29.1, 34.1, 40.2, 42.2, 52.2, 60.2, 60.3, 60.10, 60.13, 67.1 to 67.4, 68.2, 69.1, 70.1.

4.0 The following are additional clauses to the Section III Part I and are given in Section III Part - II

5.3, 6.6, 6.7, 10.4, 11.2, 14.5, 15.2, 15.3, 15.4, 15.5, 16.3, 25.5, 25.6, 29.2, 29.3, 44.4, 47.3, 48.5, 60.11 to 60.12, 73.1, 73.2.

5.0 Whenever there is a conflict or inconsistency between the “Conditions of Particular Application” and the “General Conditions of Contract”, the provisions stipulated in the Conditions of Particular Application (Section III, Part-II) shall prevail over and supersede those appearing in the General Conditions of Contract (Section-III, Part-I)



CONDITIONS OF PARTICULAR APPLICATIONS

	Sub clause	Definitions and Interpretation
Definitions	1.1	<p>In the Contract (as hereinafter defined) the following words shall have the meanings hereby assigned to them, except where the context otherwise requires:</p>
	(a) i	<p>The Employer is Roads & Bridges Development Corporation of Kerala Limited (RBDCK) (A Govt. of Kerala undertaking) Acting through Managing Director, Roads & Bridges Development Corporation of Kerala Ltd Preethi Buildings, Palarivattom, Cochin –25</p>
	(f) vii	<p>The “Site” shall mean the lands and/ or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Employer or used for the purpose of Contract.</p>
	viii	<p>“Urgent Works” shall mean any measures which, in the opinion of the Engineer become necessary during the progress of the work to obviate any risk of accident of failure or which becomes necessary for security of the work or the persons working thereon.</p>
	(h)	<p>The following additional words and expressions shall have the meanings assigned to them, except where the context otherwise requires:</p>
	i	<p>The “Managing Director” shall mean the Official who is designated as such by the Employer for the time being</p>
	ii	<p>Month and Year and all dates shall be as per the Gregorian Calendar. Time referred to shall be Indian Standard Time.</p>
Engineer’s Duties and Authority	2.1 (d)	<p>Engineer and Engineer’s Representative The Engineer shall obtain the specific approval of the Employer before exercising any authority or taking any action under the following Clauses to the Conditions of Contract</p>



- (a) Clause 51.1
- (b) Clause 52.3 and
 - i Granting claims to the Contractor
 - ii Granting extensions of time to the Contractor
 - iii Ordering suspension of work
 - iv Instructing additional work and/ or varying quantities of work included in the Contract, under clause 51.1 of the Conditions of Contract, provided that no prior approval for any such additional work or variation shall be necessary if the cumulative value of all such variations and additional works does not exceed 5% of the Contract Price stated in the Letter of Acceptance.
 - v Fixing rates for additional works and/ or variations in quantities of BOQ items pursuant to clause 52 of the Conditions of Contract; provided that no such prior approval for fixing the rates aforesaid shall be necessary so long as the cumulative value of all such additional works and variations does not exceed 5% of the Contract Price stated in the Letter of Acceptance

Notwithstanding anything contained in this Sub-Clause, if in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instructions in accordance with Clause 52 and shall notify the Contractor accordingly, with a copy to the Employer

Sub-contracting 4.1

In line 1 the words “the whole” shall be substituted by the words “more than fifty percent of the contract value”

Language(s) and Law 5.1

(a) **Language**
The language is English

(b) **Law**
The contract shall be governed by and construed in accordance with the governing law of India and also the laws in force in the State of Kerala and no suit or other proceeding relating to the Contract shall be filed or taken by the contractor in any court of law except a court of law having jurisdiction in Ernakulam district which



shall here and determine all actions and proceedings connection with and arising out of the Contract, and the Contractor shall submit to the jurisdiction of the aforesaid Court of Law for the purpose of any such action and proceedings.

(c)

The Customs and Security Requirements

The Contractor shall comply with all regulations for the time being imposed by the Customs and port Security Authorities in respect of the passage of plant, vehicles, materials and personnel through custom barriers
Delete clause 5.2 Priority of Contract documents & insert the following:

Contract Documents 5.2

The following documents shall be part of the contract

1. Any modification/ amendments issued by Employer prior to bid submission date.
2. Correspondence between the Employer and Contractor after opening the bid and prior to letter of acceptance
3. Letter of Acceptance and Notice to proceed with work
4. General conditions of Contract-Conditions of Contract for Works of Civil Engineering Construction – Part I
General Conditions of Contract
5. General conditions of Contract- Conditions of Contract for Works of Civil Engineering Construction – Part II.
Conditions of Particular Applications
6. Special Conditions of Contract/ Supplementary Information
7. Technical Specifications – (Part ‘A’‘B’) M.ORT&H
8. Contract Agreement
9. Bid
10. Performance Security (Bank guarantee)
11. Bill of Quantities including Preamble, Detailed description of items and BOQ to be filled in by the bidder
12. Drawings

The several documents forming the contract are to be taken as mutually explanatory of one another, but in case of any ambiguities or discrepancies, the priority shall be that indicated below:

5.3

In case of any ambiguities or discrepancies, the priority shall be as under:

1. Agreement
2. Priced Bill of Quantities, Correspondence after submitting bid and before Letter of acceptance/ modification/ amendments.



3. Technical Specifications
4. Technical specifications (Part B) MORT&H
5. Special conditions of contract; and Contract data
6. General Conditions of Contract- Conditions of Particular Applications
7. General conditions of contract (FIDIC)

Delays and cost of delay of Drawings	6.4	The fourth line shall be read as “Contractor suffers delay, then the Engineer” Instead of “Contractor suffers delay and or incurs costs then the Engineer” and Sub Clause 6.4 (b) shall be deleted.
Failure by Contractor to Submit Drawings	6.5	Deleted
Performance Security	10.1	In line 2, replace the figure “28” by “15”
Period of Validity of performance security	10.2	Modify the second line of the clause “..... in accordance with sub-clause 62.1 and such security shall be returned to the contractor in accordance with time schedule mentioned in the Contract Data.
Source of Performance Security	10.4	The performance security, submitted by the Contractor in accordance with Sub-Clause 10.1 of Part 1 of these conditions, shall be furnished as specified in contract data by an institution registered in India or licensed to do business in India in the form indicated in the Model forms.
Access to Data	11.1	Contractor shall visit the site and appraise himself of the condition.
Not Foreseeable physical obstruction or conditions	12.2	Deleted



Programme to be submitted	14.1	Deleted
Revised Programme	14.2	Deleted
Cash flow estimate to be submitted	14.3	Deleted
Contractor not relieved of duties or responsibilities.	14.4	Deleted

Working Methods and Progress Schedules

b) The Contractor shall furnish sufficient plant, equipment and labour as may be necessary to maintain the progress schedule. The working and shift hours for operations to be done under the Employer's supervision shall be such as may be approved by the Engineer. They shall not be varied without the prior approval of the Engineer. The Contractor shall provide necessary lighting arrangements etc., for night work, as directed by the Engineer without extra cost.

Language Ability of Contractor's Representative	15.2	The Contractor's authorised representative should be fluent in English.
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Contractor's Supervisory Staff	15.3	The Contractor shall provide all repairing and the staff as required by the Engineer. The Engineer will have the right to ask for changes in the quality and number of Contractor's supervisory staff. However no such demand for change with regard to Contractor's personnel shall be made without proper and sufficient justification. The Contractor shall comply with such orders and effect replacement to the satisfaction of the Engineer.
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Setting-Out	17.1	The paragraph after Sub-Clause 17.1(c) starting with “If, at any time.....” shall be modified as follows: “If at any time during the execution of the works, any error appears in the position, levels, dimensions or alignment of any part of the works, the Contractor on being required so to do by the Engineer shall at his own cost rectify such error to the satisfaction of the Engineer.”
Boreholes and Exploratory Excavation	18.1	Deleted
Safety ,security and protection of the environment	19.1	Deleted
Employers Responsibilities	19.2	Deleted
Insurance of works and contractor’s Equipment	21.1	Deleted
Minimum amount of Insurance	23.2	Deleted
Insurance against Accident to workmen	24.2	Deleted



Contractor to Indemnify the Employer

25.5

The contractor shall at all times indemnify the Employer against all claims, damages of compensation under the provisions of payments of Wages Act 1936, Workmen's Compensation Act 1923, Minimum Wages Act 1948, Employment Liability Act 1938, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Inter State Migrant Workmen (Regulation of Employment and Conditions Service) Act 1979 or any modifications thereof or any other law relating thereto any rules made there under from time to time or as a consequence of any accident or injury to any workmen or other person in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Employer, their agents or servants and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his obligation and liabilities as above provided the Contractor shall insure against all claims, damages or Compensation payable under the Workmen's Compensation Act 1923, or any modifications thereof or any other law relating thereto.

Fossils

27.1

8th and 9th line shall be read as "...the Contractor suffers delay then" instead of ".....the Contractor suffers delay and/or incurs costs then....."

and

Sub-Clause-27.1(b) shall be deleted.

Interference with Traffic and Adjoining Properties

29.1

In Sub-Clause 29.1 (b) insert the words "Roads and any other right of way" added after the words "private roads"



29.2

If it is found necessary for the Contractor to move one or more loads of heavy constructional plant and equipment, materials, or pre-constructed units or parts of units of work over roads, highway, bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the relevant authorities. Payments for complying with the requirements, if any, for protection of or strengthening of roads, highways or bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

34.1

Delete. Clause 34.1 and insert the following:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

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 byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or For non - observance of the provisions stipulated in the notifications/ byelaws/ Acts/rules/ regulations including amendments, if any, on the part of the contractor, the reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor,

**Engagement of Staff
and labour**



Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

Engineer's determination following suspension

40.2

Sub-Clause 40.2(b) shall be deleted

Failure to give possession

42.2

The first line shall be read as ...“ If the Contractor suffers delay from failure on the part of” and Clause 42.2 (b) shall be deleted.

Extension not Permitted

44.4

Up to 5% increase in value of work, no extension of time shall be permissible unless eligible by any other clauses of the contract.

Power of Engineer to Fix Rates

52.2

In addition to existing clause 52.2, add the following in continuation

- c. Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless such item accounts for any amount more than 2 percent of the Contract Price and the actual quantity of work executed under the item exceeds or falls short of the quantity set out in the Bill of Quantities by more than 25 per cent and in case of excavation in all strata by 35 per cent.
- d. In case of increase in quantity by more than 25% (and 35% in case of excavation in all strata) , the revised / modified rate will be applicable only to those quantities exceeding 125% and 135% respectively. This revised rate / rates will be determined by the Engineer in consultation with Employer and Contractor. In case of reduction in quantity by more than 25% or 35%, the rate for the entire quantity should be fixed considering the incidence of commitments already made by the Contractor.



Monthly statement	60.1	Deleted
Monthly Payments	60.2	Sub-clause 60.2 (a) shall be deleted Add c. No interim payment will be made
Payment of Retention Money	60.3	Revised stages of payment is given in Section III (PART III)
Time for Payment	60.10	Delete Clause 60.10 and insert the following: “The amount due to the Contractor under the payment certificate issued by the Engineer pursuant to this clause or to any other term of the Contract shall be paid by the Employer to the Contractor within 56 days after such payment certificate has been delivered to the Employer.”
Currency of Account & Payments	60.11	The currency of account shall be the Indian Rupees and all payments made in accordance with the Contract shall be in Indian rupees. All rates and prices entered in the Bill of Quantities shall be in Indian Rupees.



**Settlement of Dispute 67.1
Engineer's Decision**

Clause 67.1 deleted and the following paragraph inserted:

If a dispute of any kind whatsoever arises between the Engineer and the Contractor in connection with , or arising out of, the Contract or the execution of the Works, whether during the execution of the works or after the completion of the Works and whether before or after repudiation or termination of the Contract, including any dispute as to any opinion, instruction, determination, certification or valuation of the Engineer, the matter shall be the first place, be referred in writing to the Engineer within 28 days of its occurrence, for review, with a copy to the Employer. If the Contractor fails to refer the dispute for review within 28 days, the Engineer's decision shall be final and binding on the Contractor. Such reference shall state that it is made pursuant to this Clause. No later than the fourteenth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause

Notwithstanding the arising of any dispute, unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence and the Contractor and the Engineer shall give effect forthwith to every such decision unless and until the same shall have been revised, as herein after provided.

Amicable Settlement 67.2

Clause 67.2 deleted and the following paragraph inserted:

If either the Employer or the Contractor disagrees with the decision of the Engineer, the decision shall then be referred by the Employer or by the Contractor, within 28 days of the Engineer's decision, to the Steering Committee constituted by the Roads and Bridges Development Corporation of Kerala Ltd. The Steering Committee shall give its advice in writing within 56 days of receipt of a notification by it. The Steering Committee may call upon the Engineer and the Contractor to hear their case before giving its advice. The Employer shall then take appropriate decision on the said advice of the Steering Committee and communicate the same to the Contractor within 56 days failing which the advice of the Steering Committee shall be binding on the Employer.



Final settlement of disputes	67.3	Clause 67.3 deleted and the following paragraph inserted: If the decision of the Employer reached on consideration of the advice of the Steering committee is not agreeable to the contactor, all such disputes as referred to the steering committee shall be finally settled in a Court of law having jurisdiction in Ernakulam district, after duly complying all legal procedures applicable.
Notice to Employer	68.2	For the purposes of this Sub-Clause, the respective addresses are: The Employer: Roads and Bridges Development Corporation of Kerala Ltd, acting through Managing Director, Roads & Bridges Development Corporation of Kerala Ltd., Preethi Buildings, Palarivattom, Cochin-682 025.
Default of Employer	69.1	Delete paragraph (c) and renumber paragraph (d) as (c)
Price variation clause	70.1	Clause 70.1 deleted and the following paragraph inserted: “The price quoted shall be firm for the duration of the contract including extended period, if any, and no escalation or variation whatsoever will be applicable”
Bribes	73.1	If the contractor or any of his Subcontractors, agents or servants offers to give or agrees to offer or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Employer, then the Employer may enter upon the Site and the Works and terminate the employment of the Contractor and the provisions of Clause 63 here of shall apply as if such entry and termination had been made pursuant to that Clause.
Details to be Confidential	73.2	The Contractor shall treat the details of the Contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the



purpose of the Contract the same shall be referred to the Employer whose determination shall be final.



SECTION – III (PART – III)
CONTRACT DATA SECTION –III
(PART –III)

CONTRACT DATA

The Employer:

Roads and Bridges Development Corporation of Kerala Ltd,
Preethi Buildings, 2nd Floor,
M.V.Road, Palarivattom,
Cochin- 682 035.

The Engineer:

Representative appointed by MD, RBDCK

The name and identification number of the contract:

Maintenance and Repair work of Pullepady ROB

Bid Reference No. **RBDCK/T1/Pullepady ROB/32/2019**

Clause No.

The date of commencement of the work is deemed to be the date of Notice to proceed with work. 41

The intended completion date for the whole of the works shall be 20 calendar days from the date of Notice to proceed with the work. 43.1

The site possession date shall be the date of issue of Notice to Proceed with the work 42.1

The performance security shall be 5% of the contract value plus additional security for unbalanced items. 10.1

Performance security shall be returned to the contractor within 28 days of issue of Defect Liability Certificate 10.2

Amount of compensation for non-achievement of work within stipulated time shall be as below subject to a maximum of 10% of the contract price.



Whole of works	Rs.300/- per day	47.1
No bonus payment for achieving of mile stones prior to original intended dates		
Defects liability period is 6 months		49.1
Percentage of payment retained (retention money) shall be 2.5% of the Gross bill amount		60.2
The law which applies to the contract is the law of India		5.1(b)
The currency of contract is Indian Rupees		5.1(a)
Price Variation Not applicable		70.1
Refund of retention money will be at the end of Defect Liability period		60.3



SECTION – IV
FORM OF LETTER OF ACCEPTANCE AND
FORM OF NOTICE TO PROCEED WITH WORK



LETTER OF ACCEPTANCE
(Letterhead Paper of the Employer)

Date:

To :..... (name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated for execution of (name of contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees (.....) (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

You are hereby requested to furnish performance security in the form detailed in Para 30.3 of ITB for an amount equivalent to Rs. within 10 days of the receipt of this letter of acceptance and sign the contract, failing which action as stated in Para 30.5 of ITB will be taken.

Yours faithfully,

Authorised Signature

Name and Title of Signatory

Name of Agency

¹ Delete “corrected and” or “and modified” if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders; if corrections or modifications have not been effected.



NOTICE TO PROCEED WITH THE WORK

(Letterhead Paper of the Employer)

Date:

To:

..... (Name and address of the Contractor)
.....
.....

Dear Sirs,

Pursuant to your furnishing the requisite performance security and signing of the contract for @ a Bid Price of Rs. , you are hereby instructed to proceed with execution of the said works in accordance with the contract documents.

Yours faithfully,

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



SECTION-V

FORM OF CONTRACT AGREEMENT

(Stamp Paper will be furnished by Employer)

This agreement, made the Day of 2015 between (Name and address of Employer), hereinafter called “the Employer” 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.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contracts.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provision 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. Any modification/amendments issued by Employer prior to bid submission date
 - ii. Invitation for Bids (IFB)
 - iii. Instructions to Bidders (ITB)
 - iv. General Conditions of Contract – Conditions of Contract for Works of Civil Engineering Construction (FIDIC Document)
 - v. General Conditions of Contract – Conditions of Particular Applications
 - vi. Contract data



- vii. Special conditions of Contract / Supplementary Information
- viii. Technical Specifications – PART A General Guidelines
- ix. Technical Specifications- PART B Technical Specifications
- x. Form of Bid, Qualification Schedule
- xi. Form of Contract Agreement
- xii. Form of Performance Security (Bank Guarantee)
- xiii. Specifications
- xiv. Bill of Quantities
- xv. Letter of Acceptance
- xvi. Any correspondence between the Employer and Contractor from the date of submission of Bids and signing the Agreement.

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



SECTION -VI
SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK

The scope of work in this package includes:-

Repair works of Pulleppady ROB

2.0 PROCUREMENT OF BITUMEN

Bitumen shall be procured from BPCL/IOC/HPC.

3.0 ELECTRIC POWER SUPPLY

The Contractor shall make all arrangements for Electric Power for carrying out permanent works, operating plants and equipment, labourer's camps and field offices, etc. as a part of his work plan. The Employer shall issue the necessary certificates, letters of recommendation, etc., to the Contractor for obtaining the power supply. However, the Employer shall accept no responsibility for any delays in obtaining the power connections. In addition, the Contractor shall maintain standby diesel generators of adequate capacity. Non-availability of electric power will not be considered as a reason for delay in progress.

4.0 WATER SUPPLY FOR CONSTRUCTION, LABOUR CAMPS, OFFICES, ETC.

The Contractor shall make all necessary arrangements for water required for construction, labour, etc. The Employer shall issue the necessary certificates, letters of recommendation, etc, for obtaining the necessary permissions. The Employer shall assume no responsibility for delay in progress of work due to any delay in obtaining the permissions. The Contractor may drill bore wells as a source of construction water. The water shall be got tested by the Contractor at his own expense and certificates regarding the suitability for construction shall be submitted to the Engineer regularly as per his requirements.

5.0 TELEPHONE/ WIRELESS COMMUNICATION FACILITIES

These shall be arranged by the Contractor at his own cost. The Employer shall give the necessary certificates, letters of recommendation, etc., to the Contractor.



6.0 LAND FOR TEMPORARY USE

Land for labour camps, storage yards, temporary site sheds, etc., shall be arranged by the Contractor at his own cost.

7.0 CONTRACTOR'S MATERIALS, LABOUR, ETC.

The Contractor shall provide everything necessary (except for items to be provided by the Employer as specifically mentioned in the conditions) for the proper execution of the works according to the intent, Notes, Bill of Quantities and Specifications taken together, whether the same is or is not particularly shown or described therein, provided the same can be reasonably enforced there from. If the Contractor finds any discrepancy therein, he shall immediately and in writing refer the same to the Engineer. The decision of the Engineer shall be final and binding on the Contractor.

8.0 ENABLING WORKS

The Contractor shall supply, fix and maintain at his own cost during the execution of works, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as the necessary equipment for protection of public and safety of any adjacent roads and railway lines. The Contractor shall remove any or all such centering, scaffolding, staging, planking and equipment when ordered to do so by the Engineer and make good all matters and things disturbed during the execution of works to the satisfaction of the Engineer.

9.0 WORK ORDER BOOK

A Work Order Book shall be maintained on the work and the Contractor or his authorized representative shall acknowledge and sign the orders given therein by the Engineer and shall comply these promptly and correctly.

10.0 DISCOVERIES

In the event of discovery by the Contractor or his employees, during the progress of work, of any treasure, fossils materials or other articles of value or interest, the Contractor shall give immediate notice thereof to the Engineer of such treasure or things, which shall be the



property of the Government of India and shall not be removed by the Contractor under any circumstances.

11.0 OPPORTUNITIES AND FACILITIES FOR OTHER CONTRACTORS, AGENCIES, ETC.

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Employer and their workmen and to the workmen of the Employer and of any other duly constituted authorities who may be employed in the execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. If, however, the Contractor shall, on the written request of the Engineer or Engineer's Representative, make available to any such other Contractor or to the Employer or any such authority any roads or ways for the maintenance of which the Contractor is responsible or permit the use of the Contractor's scaffolding or any other plant on the site or provide any other service of whatsoever nature, the Employer shall pay to the Contractor in respect of such use or service such sum or sums as shall in the opinion of the Engineer be reasonable.

12.0 ENVIRONMENTAL SAFEGUARDS

The Contractor shall take action on following points and note the stipulations as under with regard to environmental safeguards as stipulated by the Ministry of Environment and Forests.

- 12.1 Appropriate measures shall be undertaken while undertaking digging activities to avoid degradation of water quality.
- 12.2 Borrow pits and other scars created during road construction shall be properly leveled and treated
- 12.3 Adequate provision for infrastructural facilities, i.e., water supply, fuel, sanitation, etc, shall be ensured for labourers during construction period in order to avoid damage to the environment.
- 12.4 No excavation from or dumping of waste material into any water body/ wetlands shall be done



12.5 Borrow pits for earth, quarry sites for road construction and dump site shall be identified keeping in view:

- a. No excavation or dumping on private property is carried out without written consent of the owner;
- b. No excavation or dumping shall be allowed on wetlands, forest areas or other ecologically valuable or sensitive locations;
- c. The excavation work shall be done in consultation with soil conservation and watershed development agencies working in the areas;
- d. Construction spoil including bituminous and other hazardous material must not be allowed to contaminate water course and the dump sites for such materials must be identified well in advance and be lined properly so that they do not leach into the ground water.

12.6 Trees, which are necessary to be felled should be identified before hand and the Employer will arrange necessary approval from the competent authority.

12.7 A contingency plan shall be prepared to combat with accidents so that the victims of accident can be provided immediate medical help. Some essential equipment, building and other facilities may be required for the purpose.

12.8 The Employer or any other competent authority may stipulate any other conditions for environmental safeguard subsequently, if deemed necessary, which should be complied with.

12.9 The above mentioned stipulations shall be enforced among others under the Water (prevention and Control of Pollution) Act, 1974, the Air (prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act 1986, the Hazardous Chemical (Manufacture, Storage and Import) Rules, 1989, the E*A Notification of January, 1994 and its amendment of May, 1994, the Public Liability Insurance Act, 1991 and the rules made there under from time to time.



13.0 TAXES

The rates quoted by the Contractor shall be deemed to be inclusive of the Sales & other taxes including octroi on all materials that the Contractor will have to purchase for performance of this Contract, BUT EXCLUDING GST @ 12% or as decided by the Government from time to time which will be paid in addition to the quoted rates.

including octroi on all materials that the Contractor will have to purchase for performance of this Contract.

14.0 QUARRIES

The Contractor will have to make his own arrangement for quarrying. The Contractor shall carry out all quarrying operation without endangering the environment and natural beauty of surroundings.

All excess and unuseful excavated materials shall be stacked at dumping places if available, identified by the Employer and as directed by the Engineer; otherwise the Contractor has to make his own arrangement for the disposal of the same.

15.0 CUSTOMS DUTY & FOREIGN EXCHANGE FLUCTUATIONS

For any new construction machinery, if imported for use on this work, the customs (Import) duty shall be paid by the Contractor.

16.0 SETTING OUT WORKS

The Contractor shall be responsible for the true and proper setting out of the works for correctness of the position, levels, dimensions and alignment of all parts of the work and for provisions of all necessary pegs, reference pillars, instrument, equipment, appliances and labour in connection therewith. If at any time during the progress of the work, any error shall appear or arise in the position of levels, dimensions, or alignments at any part of the works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such errors to the satisfaction of the Engineer and he shall carefully protect, preserve, secure all bench marks, site rails, pegs, reference pillars and other things used in setting out of the works.



17.0 ENVIRONMENTAL PROTECTION

The Contractor must organize his work in such a way that the ecology of the area is not adversely affected. Particular attention is required in case of making the pits or taking out earth and dumping of cut spoils.

18.0 DUMPED/SUNK MATERIALS

The Contractor shall ensure that no offensive materials or effluents or slurry materials from pile bore are discharged/ dumped in the neighbourhood of the work site or in the water ways which may cause inconvenience or danger to the local inhabitants. He shall also comply with any other orders or instructions issued by the Engineer-in-charge or by the representative of the Central/State/Local Government or local body in the matter of environmental pollution.

19.0 Adequate illumination shall be done by the Contractor at the work spot.



SECTION- VII PART A
GENERAL GUIDELINES FOR USE OF TECHNICAL SPECIFICATIONS

GENERAL

These specifications cover the items of work in structural and non-structural parts of the works coming under scope of this document. All work shall be carried out in conformity with the same. These specifications are not intended to cover the minute details. The work shall be executed in accordance with good practices followed for achieving high standards of workmanship, thus ensuring safety and durability of the construction. All codes and standards referred to in these specifications shall be the latest thereof, unless otherwise stated.

ORDER OF PRECEDENCE, CLARIFICATIONS & INTERPRETATION

When various specifications and codes referred to in preceding portion are at variance with each other, the following order of precedence will generally be accepted.

Special conditions of contract, item wise technical specifications if provided and execution drawings/ notes.

I.S Codes, MORTH Specification, IRC codes etc.

MEASUREMENT AND PAYMENT

The methods of measurement and payment shall be as described under various items and in the bill of quantities. Where specific definitions are not given, the methods described in I.S Code will be followed. Should there be any details of construction or materials which has not been referred to in the specification or in the Bill of Quantities and drawings but the necessity for which may be implied or inferred there from or which is usual or essential for the completion of the work, the same shall be deemed to be included in the rates and prices quoted by the Contractor in the Bill of Quantities.



SECTION - VII

PART B

TECHNICAL SPECIFICATIONS

GENERAL

1. The following technical specification, code of practice etc. referred herein are form a part of the Item Specification and work shall be executed accordingly. Items which are not covered under Technical Specification shall be carried out as per relevant IS Specification or as per manufactures specification or as directed by Engineer-in-charge.
2. In case of discrepancy between technical specification and item specification provided along with Bill of Quantities, the Item Specification shall prevail.
3. All the measurements shall be as per latest edition of B.I.S.

8.1 Road work

The work in general shall be carried out as per MORTH Specifications and as mentioned in the schedule of quantities.



SECTION VIII
PART-A

PREAMBLE

1. **The bill of quantities**
The bill of quantities given shall be read in conjunction with the instruction to bidders, general and special conditions of contract, technical specification, drawings.
2. The bidder must quote his rate in the specified column in the bill of quantities against each item of work both in words and figures. The total amount of bid would be obtained by adding up all the items in the bill of quantities.
3. The quantities given in bill of quantities for item rate tender are estimated and the payment will be based on actual quantities of work carried out as measured by the engineer.
4. 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, all leads and lifts, erection, maintenance, lost of tests, insurance, profits, taxes, royalties and duties together with all general risks, liabilities and obligations set out or implied in the contract. Unserviceable materials should be disposed with all leads and lifts.
5. The whole cost of complying with the provision of the contract shall be included in the items provided in the priced Bill of Quantities, and where no items are specifically provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of work.



SECTION VIII

PART B

BOQ – ITEM SPECIFICATIONS & QUANTITIES - BIDDER TO FILL THE RATES



SECTION VIII
PART C
FORM OF BID

(To be submitted in Bidders Letter head along with the BOQ)

Name of Work: Repair work of Pulleppady ROB.

The Managing Director
Roads & Bridges Development Corporation of Kerala Ltd
II Floor, Preethi Buildings
Palarivattom, Cochin-25, Kerala.

GENTLEMEN,

We offer to execute and complete the Works described above in accordance with the Conditions of Contract accompanying this bid for the Contract Price of Rs.....(in figures)
..... (in words).

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

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

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

(To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the form of Bid)



Maintenance and Repair Work of Pullepady ROB

Name of the Bidder/Bidding Firm/Company					
BOQ - ITEM SPECIFICATION & QUANTITIES - BIDDER TO FILL THE RATES					
Sl. No.	Item Description	Quantity	Units	Rate	TOTAL AMOUNT
A	B	C	D	E	F
1	Removal of all failed material, trimming of completed excavation to provide firm vertical faces cleaning of surface , painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with hot bituminous material as per clause 504, compacting trimming and finishing the surface to form a smooth continuous surface, all as per clause 3004. 2 filling Pot holes and Patch Repairs with Bituminous Contrete for grading II-13 mm (nominal size) material	681	Sqm		
2	Man Mazdoor engaged for clearing the drain and other cleaning works including vegetation	10	Day		
Total in Figures					
Quoted Rate in Words					