

GOVERNMENT OF KERALA
PUBLIC WORK DEPARTMENT
N.H. (NORTH) CIRCLE, KOZHIKODE

Name of work: CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work-1

TENDER DOCUMENT (Attachments I to VI)

e-Government Procurement (e-GP)

FOR ITEM RATE CONTRACT

BID SUBMISSION FEES – 11,025+1985GST

BID No: 02/2026-27/SE/NH/KKD/SN

Name of work: - : CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work-1

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Documents to be submitted in Cover I of online bidding

- I. Scanned Copies of the following:
 - a. Details of online remittance of Tender fee through bharatkosh portal.
 - b. EMD- As per Clause C.16.1 of Section 1 (SBD Part 1). If Bank guarantee is issued as surety for the bid , shall be valid for 45 days beyond the Bid validity date i.e. minimum 165 days .
 - c. Registration Certificate duly attested by Executive Engineer or Superintending Engineer
 - d. Preliminary Agreement in stamp paper worth Rs 200/-.
 - e. Tender documents - detailed Bidding documents (downloaded from the e-Tendering site.
 - f. All relevant documents as specified in Section 2 - Qualification Information of SBD.
 - g. Scanned copy of relevant documents required for the evaluation of bid capacity.
 - h. Undertaking that the bid shall remain valid for period specified in the tender documents (Section 8).
 - i. Proof for authorized applicators of standard manufacturers with experience details for the work.
 - j. Any other relevant documents (other documents specified in section 1 and 2 of SBD, Fee/special concessions, etc.)
 - k. All other additional details.
- II. Detailed bidding documents as specified in Vol. I which is duly authorised by the Bidder
- III Any other relevant documents required for bid submission as per NIT.

Documents to be submitted in Cover II of online bidding

1. Form of Bid, Bill of Quantities

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**KERALA STATE
PUBLIC WORKS DEPARTMENT
NATIONAL HIGHWAYS**

**CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur -
Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge
Construction-General Civil Work-1**

**DETAILED BIDDING DOCUMENT
FOR ITEM RATE CONTRACT**

CONTENTS

STANDARD BIDDING DOCUMENT

PROCUREMENT OF CIVIL WORKS

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Attachment I

The following amendments shall be incorporated on the Standard Bidding Documents Part I: -

1. Delete all entries under Clause 4.5 to 4.8 in Serial Page No. 8, 9 and 10 of Instruction to Bidders and substitute as below:-

QUALIFICATION CRITERIA

Qualification will be based on Applicant's meeting all the following minimum pass/fail criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application (specified requirements for joint ventures are given under para 4.6 below). Subcontractors' experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 4.5.4, 4.5.5, 5.5.6 and 4.5.9 below.

Base Year and Escalation

The base year shall be taken as (particular year to be mentioned)

Following enhancement factors will be used for the costs of works executed and the financial figures to a common base value for works completed in India.

Year before	Multiplying factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors.

In case the financial figures and value of completed works are in foreign currency, the above-enhanced multiplying factors will not be applied. Instead, current market exchange rate (State Bank of India BC selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of amount in foreign currency into Indian rupees.

General Experience

The Applicant shall meet the following minimum criteria:

- (a) Average annual turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) over the last five years of 40 per cent of the value of contract/contracts applied for.
- (b) Experience in successfully completing or substantially completing at least one contract of highway (road and/or bridge works)/airport runway of at least 40 per cent of the value of proposed contract within the last five years.

The works may have been executed by the Applicant as prime contractor or as a member of joint venture or sub contractor. As sub contractor, he should have acquired the experience of execution of all major items of works under the proposed

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contract. In case a project has been executed by a joint venture, weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

Substantially completed works means those works which are at least 90% completed as on the date of submission (ie. Gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

For these a certificate from the employer shall be submitted along with the application incorporating clearly the name of the work, Contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

Personnel Capabilities

The Applicant must have suitably qualified personnel to fill the following positions. The applicant will supply information on a prime candidate and an alternate for each position, both of whom should meet the experience requirements specified below.

List of Key Personnel to be deployed on the project

Sl No	Personnel	Qualification	Contract Package size in Million Rs.			
			Up to 50	51-200	201-500	501-1000 & above
1.	Project Manager	B.E Civil + 10 Years Exp.	1	1 No	1 No	1 No
2.	Site Engineer	B.E Civil + 3 Years Exp.	1	2 Nos.	4 Nos.	6 Nos.
3.	Plant Engineer	B.E Mech. + 3 years Exp. or Dip. Mech + 7 Years Exp.	1	1 No	1 No	2 Nos.
4.	Quantity Surveyor	B.E Civil + 7 Years Exp. or Dip. Civil + 7 years Exp.	1	1 No	1 No	2 Nos.
5.	Soil and Material Engineer	B.E Civil + 7 Years Exp. or Dip. Civil + 7 years Exp.	1	1 No	1 No	1 No
Total			5 Nos.	6 Nos.	8 Nos.	12 Nos.

Equipment Capabilities

The Applicant should own or should have assured ownership to the following key items of equipment, in full working order, and must demonstrate that, based on known commitments; they will be available for use in the proposed contract.

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List of Plant & Equipment to be Deployed on Contract Work

Sl No	Type of Equipment	Maximum	Contract Package size in Million Rs.			
		age as on	Up to 50	51-200	201-500	501-1000 & above
1	Tipper Trucks	5-7	6	10	15	20
2	Motor Grader	5	2	2	3	4
3	Dozer	5	1	1	1	2
4	Front end Loader	5	2	2	2	4
5	Smooth wheeled roller	5	2	2	3	4
6	Vibratory roller	5	2	2	2	3
7	Hot Mix Plant with Electronic Controls (Minimum 100- 120 TPH Capacity)	5	1	1	1	2
8	Paver Finisher with Electronics Sensor	5	1	1	1	2
9	Water Tanker	5	3	3	4	5
10	Bitumen Sprayer	5-7	1	1	1	2
11	Tandem Roller	5	1			
12	Concrete Mixers with integral weigh	5	2	1	1	1
13	Batching Facility			2	2	2
14	Concrete Batching and mixing plant (Minimum Capacity 15 m ³ / hour	5				
	Concrete paver capable of paving 7.5m				1	1
	width in one single pass including all					
	accessories. Such as automatic dowel bar	5				
	inserters integral vibratory system and					
	electronic sensors ancillary equipment					1
	for applying for curing compound, joint					
	cutting etc					
15	Concrete batching and mixing plant with					
	automatic control (Minimum 30	5				
	cum/hour)					1
	TOTAL		24	28	37	54

Financial Position

The Applicant should demonstrate that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and/or credit facilities of not less than 10 per cent of the value of the contract/contracts applied for (construction cash-flow may be taken as 10 per cent of the estimated value of contract/contracts).

The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the Applicant's financial position, showing long term profitability including an estimated financial projection for the next two years. If necessary, the Employer will make inquiries with the applicant's bankers.

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Litigation History

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

Bid Capacity

Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = $(A * N * 2 - B)$, where

A = Maximum value of works executed in any one year during the last five years (updated to the current price level) rate of inflation may be taken as 10 per cent per year which will take into account the completed as well as works in progress;

B = Value at current price level of the existing commitments and ongoing works to be completed during the next _____ year (period of completion of works for which bids are invited) and

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

Note : In case of a Joint Venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the works.

Disqualification

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

- made misleading or false representation in the form, statements submitted; and /or
- Records of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor; consistent history of litigation awarded against the Applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non-performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partner.

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JOINT VENTURE ALLOWED.

2. Section 3, Serial Page No. 39, Conditions of Contract, Clause 1.1, Definitions
for “The contract is the contract between the employer and the contractor to execute, complete and maintain the works. It consists of the documents listed in clause 2.3 below”

read “The contract is the contract between the Employer and the contractor to execute, complete and maintain the works till the completion of defects liability period. It consists of the documents listed in clause 2.3 below”

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3. Section 3, Serial Page No. 52 & 53, Conditions of Contract, Clause 51, Advance payment

Delete Clause 51.1 in toto and substitute as below: -

“51.1 The Employer shall make advance payment (not to be paid in less than two installments except in special circumstances for which the reasons to be recorded in writing) to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The mobilization advance would be deemed as interest bearing advance at an interest rate of 10% to be compounded quarterly.”

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ADDITIONAL CLAUSE

1. Arbitration shall not be a means of settlement of disputes or claims arising out of the contract relating to the work.
2. All disputes and difference arising out of the contracts that may executed, in pursuance of this notification shall be settled only by the Civil Court in which jurisdiction the work covered by the contract is situated, or in which jurisdiction the contract was entered into in case the work extends to the jurisdiction of more than one Court.
3. Bills shall be submitted by the contractor for part payment while the work is in progress or final bill on completion of the work as per specifications, terms and conditions of the contract and the Divisional Officer shall take the requisite measures for having the same checked and the claim as far as admissible settled according to the availability of budget provision and allotment of funds made with the Divisional Officer under the respective heads of account under which the work is sanctioned and arranged and also subject to the seniority of such bills. The contractor shall not make claim for interest or damages for any delay in setting the bills. The Government shall admit no such claims. Should the contractor be unable to prepare the bill for himself, the Divisional Officer shall depute a subordinate to measure the work performed in the presence of the contractor whose countersignature to the measurement list will be a sufficient warrant to the Divisional Officer to prepare the bill for him for that list.
4. Recovery towards contribution to Nirmanathozhilali Kshemanidhi at 1% of the cost of work will be effected in the contractor's bill.
5. It shall be ensured by the contractor that the roughness index of the treated reach shall be less than 2000 mm/km.

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GOVERNMENT OF KERALA
PUBLIC WORKS DEPARTMENT – NATIONAL HIGHWAYS

INVITATIONS FOR BIDS (IFB)
e- Government Procurement (e-GP)

NATIONAL COMPETITIVE BIDDING

D2/PWD/NH/3967/2024-2025

Date 15.07.2026

Bid No: 02/2026-27/SE/NH/KKD/SN.

1. The Superintending Engineer, National Highway (North) Circle, Kozhikode invites bids on online mode for the work detailed in the table. The bidders may submit bids for the following work:

Bid No:	Name of work	Approximate value of work	Bid security (EMD)	Tender Fee /Bid Submission Fee	Period of Completion
01/2026-27	CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work-1	9,78,87,659/-	19,60,000/-	11,025/- +1985GST	18 Months

2. Bidding documents and other details may be downloaded from the e-procurement portal of MoRTH , <https://eprocure.gov.in>. Registered A class bidder who have successfully completed at least ***one similar work costing more than 40% (Forty percentage) of the estimate PAC of the work during the last five years*** and who possess Class III Compatible Digital Signature Certificate issued by competent authority can only participate in the tender. The instructions contained in sub section B, C and D of Section I of the Bid document regarding bidding documents, preparation of bids and submission of bids stands modified in lines with the online bidding procedure indicated in Section I of the bidding documents. Bill of quantities/Schedule of works can be downloaded only by remitting a tender processing fee indicated in the website by Govt. of India. All eligible/interested contractors are directed to get enrolled online and obtain Digital signature certificate in-order to download the tender documents and participate in the subsequent bidding process.

3. The non-refundable tender fee must be credited to Central Government through **Bharatkosh portal (<https://bharatkosh.gov.in>)** and also must be accompanied by scanned copy of bank guarantee towards bids security (EMD), ***drawn in favour of superintending Engineer, National Highway North Circle, Kozhikode***. Bank guarantee issued as surety for the bid shall be valid for 45 days beyond the Bid validity date i.e. minimum 165 days.
4. Price bid shall be submitted in Cover II of online bidding.
5. Bids must be submitted ***online on or before 25.07.2026, 05.00 PM***. Bids received on “online” shall be ***opened at 11.00 A.M, 28 .07.2026*** by Technical Evaluation Committee and the list of ***technically qualified bidders will be uploaded within 15 days from the date of bid opening***. The ***financial bid will be opened by the committee*** headed by ***superintending Engineer, National Highway***

North Circle, Kozhikode in the presence of the bidders who wish to attend. The date of financial Bid opening will be intimated online at the time of uploading result of Technical Evaluation. If the office happens to be closed for any reason, the bids will be opened on the next working day at the same time and venue.

6. The hard copy of *bid documents containing the followings shall be submitted on or before 05.00PM on 27.07.2026*

- i. Registration Certificate attested by a Gazetted Officer
- ii. Experience Certificate prescribed in Bidding Document attested by a Gazetted Officer
- iii. Scanned copy of remittance towards Bid Security , Tender fee ,GST reverse charge invoice
- iv. Bank guarantee for Bid security
- v. Preliminary Agreement in stamp paper worth Rs.200/- signed by the Contractor
- vi. The bidder shall own /produce proof of ownership of Hot Mix batch type Asphalt plant 100-120 capacity
- vii. All relevant documents mentioned in the bidding document for prequalification evaluation

7. The Hard copy of the bid containing documents mentioned in clause 6 above shall be submitted at the following office:-

- i. The Superintending Engineer, NH, North Circle, Kozhikode

8. All details including experience required for the bidders can be seen in the bidding documents including standard bidding documents and subsequent amendments.

9. Subsequent Corrigendum/Addendum if required shall only be available in web site indicated above.

10. The bidding authority reserves the right to cancel any or all bid without assigning any reasons. The PWD will not be responsible for any error, line missing of Schedule data while downloading by the bidder.

11. The contractor should furnish the copies of invoices of purchase of bitumen along with the running/final bills for payment.

12. Quality control for the various items in this project shall be governed by the provisions of PWD Quality Control (QC) Manual approved vide G.O.(Rt) No.1339/2015/PWD dated, 10.9.2015 and the PWD Laboratory Manual approved vide G.O.(Rt) No. 1346/2015/PWD dated, 11.9.2015 and published in the PWD Web portal.

13. The intending bidders are expected to familiarize with the contents of the QC Manual so published before participating in the bid.

14. Technical Audit as envisaged in clause 2406 shall be carried out for the project. The agency entrusted shall extend full co-operation for carrying out the Technical Audit.

15. The bidder whose tender is finally approved is bound to post technical personnel who are well versed with the quality control tests and other guidelines stipulated in the QC Manual.

16. For projects costing more than Rs.200 Lakhs, the entrusted agency shall establish site laboratories with required facilities.

17. Primary responsibility for ensuring quality control in each item of work in the project shall be vested with the agency entrusted with the project.

18. The entrusted agency shall conduct first tier quality control tests for all items of work at the site laboratory/approved laboratory as per procedure stipulated in the Manuals at his own expense.

19. The agency shall rectify all defects identified during the first and second tier QC tests and during the Technical Audit (third tier)

20. Where ever specified, the entrusted agency shall also obtain Manufacturer's Test Certificate from the manufacturer/dealer and submit the same before executing the items listed in such certificates.

21. The rates quoted by the bidders shall include all expenses for carrying out the first tier quality control tests. Expenses for third party tests detailed in clause 7.4 of the Introduction in the QC Manual, if required, shall also be borne by the agency entrusted with the project.

22. If any changes/amendments occur in the conditions of these types of tenders as contemplated in the rules in force those changes would be applicable for this tender also.

Rajesh Chandran C.
Superintending Engineer
PWD National Highway North Circle, Kozhikode
(For and on behalf of the Governor of Kerala)

BID No: 02/2026-27/SE/NH/KKD/SN

Name of work:- CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work-1

VOLUME II
SECTION 5 - STANDARD BIDDING DOCUMENT

TECHNICAL SPECIFICATIONS

The Technical Specifications contained herein shall be read in conjunction with the Standard Bidding Documents - Procurement of Civil Works

The Technical Specifications in accordance with which the entire work are to be executed

a. “The specifications for Road and Bridge works, (Fourth Revision - Published by Indian Roads Congress, New Delhi 2001 on behalf of the Government of India, Ministry of Road Transport & Highways)”

b. The various amendments/modifications/additions to “The specifications for Road and Bridge Works, (Fourth Revision);, referred to in (a) above.

A particular clause or a part thereof in “The Specifications for Road and Bridges works (Fourth Revision)”, referred to in (a) I above where amended/modified/added upon and incorporated under (b) referred above, the amendments/modifications/addition supersedes the relevant clause or part of the clause.

In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and Specifications of IRC and is in that order. Where even these are silent, the construction and completion of the work shall conform to sound engineering practice as approved by the Engineer in charge and in case of any dispute arising out of the interpretation of the above, the decision of the Engineer in charge shall be final and binding on the contractor.

Note 1.

The Specifications and machinery stipulated for the work are as per “The Specifications for Road and Bridge works (Fourth Revision)”

Note 2

i. The latest edition of all Specifications/Standards till 30 (thirty) days before the final date of the submission of the tender shall be adopted.

ii. Setting Out

Latest survey techniques such as Satellite survey or total Station survey shall be used for setting out the alignment for road, bridge and other components of the project.

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Name of work:- CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work-1

ADDITIONAL AND SPECIAL TECHNICAL SPECIFICATIONS

1. All the materials (such as cut earth, Rubble etc) received during construction shall be the property of the Government and if used for the construction shall attract recovery or payment at rate as fixed by the employer and adjustment of cost of conveyance fixed by the departmental officers.
2. Roughness index should be less than 2000mm/KM.
3. The coating should have anti carbonation and water proof diffusion property and should be resistant to action of UV radiation. It should be water proof and capable of bridging crazing and cracks. The coating protects exposed faces of the superstructure and portions of the substructure above water level of concrete bridges from the aggressive action of industrially polluted and marine/saline environment. The shelf life for such coating shall not be more than 6 months. It is necessary that the system should be capable of protecting the prestressed and reinforced concrete from all deleterious elements such as chlorides and sulphates. The protective treatment should allow excess water vapour in the concrete to evaporate out (breathing) without rupturing itself due to vapour pressure. The protective system itself should not deteriorate from exposure to UV rays and weathering. The work shall be carried out as per IRC SP 80-2008, clause 6.5.1.

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4. This type of protective coating should be executed through authorized applicators of standard manufacturers who have requisite work experience for having carried out similar type coating works i.e. for example water based solvent free, conforming to core and specifications, acrylic polymer modified with selective minerals fillers applied over the prepared surface to form an elastic elastomeric protective membrane.
5. The acrylic elastomeric material should be tested in GOI accredited laboratory as mentioned in clause No.6.5.1 of IRC:SP:80-2008. Approval of the material can be decided on the basis of these test results for each parameter initially (Ref Cl.No.6.5.1 of IRC:SP:80-2008).
6. The work of Renewal/Improvement of riding quality should not continue over the bridges if any. The longitudinal profile of the immediate approaches should be suitably adjusted to merge with the finished deck level of the bridge.
7. The centre line, Edge line and other markings with thermoplastic paint should be as per guideline of IRC-35. It shall be provided as per Cl.803.4 of Ministry's specifications for Road and Bridge Works (IV revision) 2001.
8. The road signage is as per guideline of IRC-67-2001 and It shall be provided as per Cl.803.4 of Ministry's specifications for Road and Bridge Works (IV revision) 2001.

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ATTACHMENT -V

FORM OF PRELIMINARY AGREEMENT

(BIDDERS ARE TO EXECUTE THE PRELIMINARY AGREEMENT IN STAMP PAPER WORTH Rs. 200/-

Preliminary agreement entered into on this day of.....between
Superintending Engineer, NH(N) Circle, Kozhikode, for and on behalf of Governor of Kerala
(hereinafter called "The Government") of the One part and Sri.....
(H.E
name and address of the Contractor) (hereinafter called the "the contractor") of the other part for
the execution of the work.....

WHEREAS the Government invited tenders for the work.....
..... (H.E
name of the work) by notification No..... dated.....

AND WHEREAS Para 13 of the notice inviting tenders stated as follows:

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BID No: 02/2026-27/SE/NH/KKD/SN

Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance of 5 percent of the probable value of the contract which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the P.W. schedule form. If he fails to do this or in the case of Public Work Contracts fails to maintain a specified rate of progress (to be specified in such case in the tender schedule) the earnest money and security deposit shall be forfeited to government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the requisite deposit, sign contracts or take possession of the work any loss to Govt. results the same will be recovered from him as arrears of revenue. But should it be a saving to government the original contractor shall have no claim whatever to the difference Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsist contracts or under the Revenue Recovery Act, or otherwise as the Government may decide.

Now THEREFORE IN THE PRESENCE OF WITNESSES it is mutually agreed as follows: -

1. The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor has agreed copy of which is hereto appended which form a part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extend to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of the said tender form.

2. The contractor hereby agrees and undertakes to perform and fulfill all the operation and obligations connected with execution of the said contract work viz.....

.....(H.E. the name of the work) if awarded in favour of the contractor.

3. If the contractor does not come forward to execute original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract within the period stipulated then the Government may rearrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by the Government can be realised from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of the Secretary (Public Works), Chief Engineer (Arbitration) and Chief Engineer (Administration) or any other Officer or Officers authorised by Government in this behalf, taking into consideration the prevailing Public Works Department rates and after giving due notice to the contractor. This decisions taken by such authority, Officer or Officers shall be final and conclusive and shall be binding on the contractor.

CONTRACTOR

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4. The contractor further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the contractor from his E.M.D. and his properties, movable and immovable, as arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or any other manner at the Government may deem fit in this regard.

5. "The Contractor further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Divisional Officer-in-charge of the work under the respective heads of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the belated settlement of claims of bills".

IN WITNESS WHERE OF Shri.....

(H.E. the name of
the officer of the Department) for and on behalf of the Governor and Shri.....
..... the Contractor have set their hands on
the day and year first above written.

Signed by Sri.....
..... Officer/officers P.W.D. in the presence of

Witness:-

1.

2.

Signed and delivered by Sri.....
(The Contractor) in the presence of

Witness :-

1.

2.

CONTRACTOR

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ATTACHMENT VI

SPECIAL CONDITIONS OF CONTRACT

This section includes deletions/amendments/additions to Standard Bidding Documents (Part I & II) which is a part of VOLUME I.

1. The following clauses in Section 1 (Instruction To Bidders, SBD) have been deleted/amended/ and additional clauses inserted.
4.2, 4.4, 4.5 to 4.8, 13.4, 15.3, 16.1, 23.5, 34.3, 36, Appendix to ITB (1 to 18).
2. The following clauses in Section 3 (Conditions of Contract, SBD) have been deleted/amended/ and additional clauses inserted.
1.1, 5.1.1, 24, 25, 26, 43.1, 43.2, 44.1, 47, 50, 51.1, F3 (GCC 25.3).
3. The following Clauses in Section 4 (Contract Data, SBD) have been deleted/amended/ and additional clauses inserted.
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 18, 19, 26, 30, 31, 32.
4. The following clauses are also **DELETED**

Section 3 Conditions of Contract of SBD -PART 1 44.1(i), 51.4, 59.2(d).51

Section 4 Contract Data of SBD- PART 1 32, 34

Whether there is a conflict or inconsistency between Attachment VI Special Conditions of Contract and Standard Bidding Document, Special Conditions (Attachment VI), shall prevail and supersede those conditions appearing in Standard Bidding Document.

Since e-tendering is being introduced in PWD, all the rules stated shall be interpreted in accordance with online bidding process and no specific deletion/modification/alteration of the rules shall be issued. The Department will assume no responsibility for any such modification or variation in the rules due to e-tendering.

CONTRACTOR

SUPERINTENDING ENGINEER