

FORMAT OF COVERING LETTER
COMPANY LOGO

Ref. No.

Apr 17

DIRECTOR GENERAL
Air Force Naval Housing Board
Air Force Station
Race Course,
NEW Delhi - 110 003

SUBMISSION OF QUOTATION FOR
CONSTRUCTION/REPAIR OF EXISTING ROAD WORK
FARM UNIT `Y` SITE AT MOTIPUR (U.P) AND KABULPUR (HARYANA)

1. Enclosed please find Quotation as per Page 24 to 28 of the Tender Documents duly signed and stamped. I/We certify that we have followed all instructions while submitting tender and understand that failure to comply with any instruction will render bid invalid.

Senders Name with

Address

**AIR FORCE NAVAL HOUSING BOARD
AIR FORCE STATION
RACE COURSE
NEW DELHI-110003**

CONSTRUCTION/REPAIR OF EXISTING ROAD WORK

AT

**AFNHB FARM UNITS PROJECT AT
VILLAGE MOTIPUR (U.P.) AND KABULPUR, FARIDABAD HARYANA**

**TENDER DOCUMENTS
(LUMP SUM CONTRACT WITHOUT ANY ESCALATION)
& INCLUDING VAT SERVICE TAX AND OTHER TAXES FOR CONSTRUCTION/ APPROACH
ROAD**

**NIT, General Rules & Instruction for the Guidance of Tenderers, Articles of Agreement,
Yardstick, Safety Code, Technical Specifications, Schedule of Quantities etc.**

For

Construction of Repair of Existing Road Works

NOTICE INVITING TENDER

Sub: PROPOSED CONSTRUCTION/ REPAIR OF EXISTING ROAD AT VILLAGE MOTIPUR (U.P.) AND KABUPUR, FARIDABAD, HARYANA FOR AIR FORCE NAVAL HOUSING BOARD, FARM UNIT PROJECT.

1. Sealed tenders are invited in the prescribed form from contractors for **REPAIR OF EXISTING ROAD VILLAGE MOTIPUR (U.P.) AND KABUPUR, FARIDABAD, HARYANA** for Air Force Naval Housing Board, b
2. Sealed tenders with the name of the work and the name of the tenderer written on the envelope will be received by The Director General, Air Force Naval Housing Board, Air Force Station, Race Course, New Delhi 110003, on or before **1100 hours** on **07 Apr 17**. The Tender will be opened on the same day thereafter at **1230 hours** on **07 Apr 17**. The tenderers may remain present or detail their duly authorized representatives to witness the tender opening. The set of contract documents, specifications etc. supplied with the tender are to be submitted **duly signed along with the bid**. Decision of DG AFNHB will be final & binding on all issues related to tenders. Following points must be borne in mind by the Tenderers:-
 - (i) The tenderer has to quote for the entire work. The contractor should clearly indicate the percentage discount they wish to offer if the work is awarded to them.
 - (ii) AFNHB is not bound to accept the lowest tender.
 - (iii) Only one authorized representative of the tenderer shall be permitted to be present at the time of tender opening. The contractor shall intimate the name of person who represents the contractor at the time of submitting the tender. In the absence of proper authorization, no person will be permitted to attend the tender opening.
3. The tenderer must use only the forms issued for the purpose to fill in the rates. Tender received in any other form will NOT BE VALID and not be considered.
4. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Over writing of figures is not permitted. Failure to comply with either of these conditions will render the tender invalid and it will be the option of The Director General, Air Force Naval Housing Board, to accept or reject the tender. No request of any change in rate or conditions after opening of the tender will be entertained. Further all rates quoted in words and figures should be protected by fixing transparent cello tape by the tenderer. A sum of Rs. 5,000/- from EMD shall be deducted if rates are not quoted in words.
5. Errors in the bill of quantities shall be dealt with in the following manners:
 - (a) In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
 - (b) All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.

- (c) Before submitting, tenderers are to doubly check the calculations. The tenders having mistake in calculations may stand rejected if their standing changes from higher category to lower category by virtue of correction in the calculations.
6. Each page of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the Conditions of Contract, Special Conditions of Contract, Specifications general and particular, bill of quantities etc. as laid down. Any tender with any of the documents not so signed will be subject to rejection.
 7. In the event of the tender being submitted by a firm it must be signed separately by each partner or in the event of the absence of any Partner, it must be signed on behalf of a person holding a power of attorney authorizing him to do so, such power of attorney is to be produced with the Tender and it must disclose that the firm is duly registered under the Indian partnership Act 1952, in case of partnership firm. In case of company, photocopy of Registration Certificate shall be attached.
 8. No consideration will be given to a tender received after the time stipulated above and no extension will be allowed for submission of the tender. AFNHB shall have the right to reject any tender or all tenders not conforming to prescribed procedure (or tenders) without assigning any reason. Any postal delay shall not be allowed. AFNHB may extend the dead line for submission of tender by issuing an amendment, in which case all rights and obligations of the AFNHB and tenderers previously subject to the original dead line will be subject to the new dead line.
 9. The time allowed for completion of works is 90 (Ninety days) days and the date of commencement of the work is reckoned from the 10 day from the date of Letter of Acceptance (L.O.A). Time shall be considered the essence of contract. There will a penalty of 1% for each week delay in completion subject to max 5% of tendered amount.
 10. Every tender along with bid shall be accompanied by Earnest Money of **Rs.1, 00,000.00** (Rupees One Lakh Only) in the form of a Demand Draft in favour of AFNHB payable at New Delhi. Air Force Station, Race Course New Delhi- 110003. **Any tender not accompanied by such Earnest Money will be rejected summarily and tender will not be opened. EMD other than in form of DD is not acceptable and tenders shall be rejected.**
 11. The Earnest Money will be retained in the case of successful tenderer as part of the security for due fulfillment of the contract. No interest shall be paid on this deposit. Failure to enter into the Contract Agreement within the stipulated time of 20 days from the date of Letter of Acceptance shall entail the forfeiture of the Earnest Money Deposit. The Earnest money of unsuccessful tenderers will be released after award of work, without any interest.
 12. The tenderer shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, the drawings and specifications, the schedule of quantities including all constituents of the tender, etc. and also after examining the site and conditions prevailing in and around site. **All tenderers are to give the details of work completed till date, annual turnover and present tools and plants along with tender but in separate envelop. This envelop shall be opened first.**
 13. This notice inviting tender, the conditions of tender and the duly completed form of tender and all constituents of the Tender etc. will form part of the Agreement to be executed by the successful tenderer with AFNHB.

14. AFNHB does not bind itself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and tenderer is bound to perform the same at the rates quoted and conditions mentioned.
15. Tenders shall remain open to acceptance for a period of 30 days from the date of opening of the tender and the tenderer shall not cancel or withdraw the tender during the validity period failing which EMD shall be forfeited. In exceptional circumstances prior to expiry of the original tender of the validity period, AFNHB may request tenderer in writing to extend the validity for a specified additional period. A tenderer agreeing to the request will not be required or permitted to modify his tender. A tenderer may refuse the request of extending validity without forfeiting his EMD.
16. The successful tenderer shall be bound to implement the contract and mobilize and sign specified agreements within 10 days from the date of Letter of Intent.
17. Tenderers must include and indicate separately in their rates, value added tax, works contract tax, service tax, sales tax VAT service tax (both CST & LST), excise duty, octroi, sales tax on works contract, workers welfare fund, and any other tax & duty or other levy by the central and state government or local authority if applicable. No claim in respect of sales tax, VAT, excise duty, octroi, turn-over tax, sales tax or works contract tax, workers welfare fund or other tax, duty or levy etc, shall be accepted by AFNHB, if found later on to be additionally payable but applicable at the time of submitting Financial Bid. Deductions in respect of, sales tax or turn-over tax Income Tax levied as per government notification and/or guidelines shall be made from the Contractor's interim and final bills, and deposited with the relevant authority by AFNHB, on his behalf. Any shortfall in deposit thereof shall be made up by the contractor. However any new, increase or decrease of any tax on the contract after the last date of submission of tender will payable to or recoverable from the contractor on actual basis.

The tenderer must produce valid Income Tax clearance certificate. The tender shall be issued on production of valid Income Tax certificate in the name and style in which the contractor has requested for tender document bearing the name/names of sole/proprietor/partners/ firm/company. The contractor shall have to forward the sales tax, service tax, VAT turnover statement to the Board, which is submitted by them to the service tax Authority every year by 31st May. The contractor shall submit a certificate from the STO for the VAT deduction rate applicable during the financial year. Contractor shall submit proof of depositing service tax/V AT to the authority.

18. This contract shall be **item rate converted into lump sum** as per scope of work and contractor shall be paid on the basis of yardstick. This is a fixed cost contract and no escalation is payable. Abnormal increase in the cost of materials or abnormal delay in completion of the project shall not be compensated for by way of escalation.
19. The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages defined in the latest notification of HARYANA Administration for labour employed in construction or maintenance or roads or in building operations or as per provisions of the contract labour (Regulations and Abolition) Act, 1970 and the contract labour (Regulation and Abolition) Central Rules 1971, wherever applicable.
20. For any clarifications kindly contact AFNHB, Project Director Mr. BS Nirola Mob. No: 9711764001 within 7 day of the issue of the tender documents.

21. No correspondence will be entertained by AFNHB in respect of this tender other than any clarifications strictly pertaining to this tender. No tenderer shall contact the AFNHB on any matter relating to this tender from time of Bid Opening to the time the contract is awarded. In case tenderer intends to bring additional information to the notice of AFNHB he should do so in writing.
22. The tender and all related documents and correspondence in connection therewith shall be in English language only.
23. **This is an unconditional tender and tenderers are not permitted to impose any of their conditions**, stipulations, alterations, omissions, instructions or specify any terms for executing the work under this contract other than those specified herein. **Conditional tenders are liable to be summarily rejected.**
24. In case the tenderer does not wish to submit his tender, he shall inform AFNHB on or before the tender due date. In the absence of informing the Board, the contractor may not be considered for the pre-qualification in future projects of AFNHB.
25. (i) The contractor shall register himself for service tax and sales tax on VAT under the compounding scheme, Govt. scheme with the Govt. of Haryana and district administration which is applicable in Haryana. The contractor shall also intimate the Board, the ST circle No. and place along with photocopy of certificates issued by the authority and CONTRACTORS shall be bound to perform the same at the rate quoted.

(ii) The contractor shall forward the sales tax, WCT and service tax Registration No, which is also applicable in Faridabad, Haryana. The details must be forwarded to the Board before submitting the 1st RA bill. It is also the responsibility of the contractor to ensure that sales tax VAT and Service Tax deducted by the Board is deposited in time and the contractor shall be responsible for any delay depositing Sales Tax, Service Tax, WCT/VAT Contractor is required to forward VAT / Service Tax Challan to HQ, AFNHB.

(iii) In case of not informing the Registration Certificate number under the compounding scheme of Haryana within Ten Days of awarding contract, AFNHB shall intimate to Authority accordingly and all expenses incurred in this connection shall be recovered from the contractor.
26. Contractor should sign at the end of every page prior to submitting the tender and official seal must be affixed on each page of schedule of rates/quantities. In case of any cutting and overwriting, it must be signed and stamped by the authorized person.
27. The contractor shall within his quoted rates take all the approvals from the relevant local authorities required for labour hutment at site, temporary sheds for storage, digging of tube well or any other approval required for successful completion of the contract. The contractor shall make own arrangement of providing labour hutments whether inside or outside the site as required at no extra cost to AFNHB. The Contractor shall make all necessary provisions for labour hutments and storage of materials at site or outside the site at his own cost. Non-performance of this condition shall amount to delay by the contractor and attract penal action under the provisions of this contract. The contractor shall also ensure that no child labour is employed at the site as per existing Govt. orders on the subject.

28. No **negotiation shall be held**. However, if the successful tenderer submits a severally unbalanced (higher flower) in relation to the AFNHB estimate of the cost of work to be performed under the contract, AFNHB may require the tenderer to produce detail price analysis for any or all items of the bill of quantities and Tenderer is bound to forward the details/calculations.
29. No claim in respect of Service Tax/V AT/Works Contract Tax shall be accepted or paid by AFNHB if applicable at the time of submitting Commercial / Financial Bid. However, Secured advance up to 75% of non-perishable materials brought at site and certified by the Project Director/Architect shall be paid along-with each R.A. Bill.
30. The contractor shall also permit AFNHB, at the time of making any payment to him for work done, under the contract to deduct an amount equivalent to 5% of the gross value of all work executed, as a RETENTION MONEY. The Retention Money deducted from each RA Bill, shall remain with AFNHB, till the completion of project. No interest shall be payable to the contractor on Retention Money.

INSTRUCTIONS IN REGARD TO SUBMISSION OF TENDERS

NOTE:

Tenderers are requested to note that non-compliance of the following instructions is liable to reject their tender's non-bonafide.

1. Address to which the tender is to be submitted Air Force Naval Housing Board
Air Force Station
Race Course,
New Delhi-110003.
2. Last date for receipt of tender **07 Apr 2017 at 1100 hrs.**
3. The different Schedules should be filled as follows:
 - a) Rates are to be quoted in column no. 5 of the tender form Page No. 24 to 28 against each item mentioned at Sr. No.
 - b) Rates quoted must be as per unit(s) mentioned in Column 4.
 - c) The total amount should be written in figures as well as in words at the bottom of the page.
 - d) All corrections to be initialed and stamped.
 - e) All the rates quoted should be protected by transparent cello tape.
 - f) No calculation mistakes should occur.
 - g) The signature of the bidder must be appended below the rate along with rubber stamp of company/firm.
 - h) The signature should be appended on each page of the Tender Form (total pages + covering letter).
 - j) There should be no cutting or over-writing in the amount.
 - k) No item of the scope of the work is to be missed out/left unquoted.
4. The bids received without instructions mentioned in para 3 above will be summarily rejected.
5. Sealed bids are to be submitted by 1100 hrs on 07 Apr 17 and will be opened at 1230hrs on 07 Apr 17.
6. Bank Guarantee or Cheques shall not be accepted for the Earnest Money Deposit.
7. The tender shall be signed and dated at all places provided therein. Also all pages, drawings and corrections/alterations shall be signed and stamped. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract.

CONDITIONAL OFFER

8. Conditional tenders shall be summarily rejected.

9. **PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS:**

- a) Tenders must be submitted on the tender documents issued by the Accepting Officer. Intimation of tender quoted by a letter, telegram or telex will not be accepted.
- b) Tenderers are expected not to propose any alterations to any of the conditions laid down in the tender. Stipulated conditions embodied in the tender shall be binding on the tenderers.
- c) In view of the postal and other delays the tenders should be posted sufficiently in advance of the last date fixed for receipt of tenders or be sent by a special messenger. Tender received late will not be considered for accepted.

VALIDITY OF TENDERS

10. Tenderers should note that their tenders should remain open for consideration for a minimum period of 30 days from the last date fixed for the receipt of tenders. However Board can request the tender to extend the validity, without any additional condition.

11. **TYPE OF CONTRACT** – ITEM RATE CONVERTED INTO LUMP SUM WITHOUT ESCALATION

The entire work would be awarded on Item rate converted into lump sum basis as described in schedule of quantities

12. The Tenderers are to visit the site prior to quoting and acquaint themselves with the scope of work and site conditions. The quantities indicated are tentative and the tenderers may cross check at site prior to quoting. For details contact Project Director **Mr. BS Nirola at Mob. No. 9711764001.**

12. The defect liability period shall be two years from the date of issue of completion by the Project Director and approved by AFNHB HQ's.

13. In case contractors have any doubt on scope of work, specifications etc. to be executed with the lump sum cost quoted. They should seek clarification in writing prior to quoting or else later on the decision of Director General should be final and binding on the contractor.

14. Appointment of supervision staff by contractor Works Dte to indicate.

15. Throughout the construction period the contractor shall take full responsibility in case of the work, all injury to person, animals and things, which may cause from carelessness, accident or any other cause whatsoever, in any way connected with the executing the construction. Before commencing the work, the contractor shall insure the work, with all Risk Policy and keep them insure throughout. The contract period, upto the virtual completion. The contractor shall at all time indemnity AFNHB against all claim, damages and compensation and under various Act applicable.

SAFETY CODE

1. CONTRACTOR'S BARRICADES:

Contractor shall erect and maintain barricades required in connection with his operation to guard or protect:-

- a) Excavation work
- b) Area adjudged hazardous by Contractor or AFNHB's inspectors.
- c) AFNHB's existing property subject to damage by Contractor's operations.

Contractor's employees and those of its sub-contractors shall become acquainted with AFNHB's barricading practice and shall respect the provisions thereof.

Barricade and hazardous areas adjacent to but not located, in normal routes of travel shall be marked by red flashed lanterns at nights.

2. Contractor shall ensure that flow of traffic is not disrupted while the construction of road work is in progress.
3. Before any work is commenced and also during the progress of the work.
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be source of danger shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risks of fire or explosion or flooding.
 - d) Stone breakers shall be provided with protective clothing and sealed at sufficiently safe intervals/
 - e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable tailing and provided with warning signals or board to prevent accident to the public. Proper Safety Belts shall be used by the workers going in the sewers & manholes. Further before entry presence of TOXIC gases shall be tested and presence of Oxygen verified.
 - f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - i) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

- iii) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
4. All necessary personal safety equipment as considered adequate by the AFNHB/ Architect, should be kept available for the use of persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Those engaged in mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
 - b) Stonebreakers shall be provided with protective goggles and protective clothing and sealed at sufficiently safe intervals.
 - c) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and sealed at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable tailing and provided with warning signals or board to prevent accident to the public. Proper safety belts shall be used by the workers going in the sewers & manholes. Further before entry presence of TOXIC gases shall be tested and presence of oxygen verified.
 - f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - i) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - iii) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.
5. Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to laid down standard precautions.
- a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to the operator.
 - d) In case hoisting machine and of every chain ring hook shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (e) In case of hired machine, the safe working load shall be notified to the AFNHB/Architect. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the AFNHB/ Architect whenever he brings any machinery to site of work and get it verified by the Project director or his authorized representative.
6. Motors gearing transmission electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards Housing appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate pre-cautions should be taken to reduce to the minimum the risk of any part or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulation mats, wearing apparel, such as gloves, sleeves, and boots, as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
7. All scaffolds ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
8. All workmen, supervisors, visitors and all present at site shall bear a hamlet and responsibility shall be of contractor to ensure.
9. These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
10. To ensure effective enforcement of the rules and regulations relating to the safety precautions, the arrangements made by the Contractor shall be open to inspection by AFNHB or Architect or their representatives.
11. Notwithstanding the above clause there is nothing in these to exempt the Contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout including any temporary works shall be carried out in such a manners as not to interfere in any way whatsoever the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the Safety code provision as per Indian Standard Safety Code framed from time to time and any additional requirement as per local safety bye-laws and as required by the Project AFNHB from time to time within his quoted rates.

ARTICLES OF AGREEMENT

This agreement is made on the ----- day of ----- 2017 between **AIR FORCE NAVAL HOUSING BOARD** a Society registered under Societies Registration Act, 1860 and having its registered office at **AIR FORCE STATION, RACE COURSE, NEW DELHI 110003** represented by its **Director General**, (hereinafter called "**AFNHB**") which expression shall include their executors, administrators and assignees of the ONE PART AND M/s _____ having its Registered office at _____ (herein called "**THE CONTRACTOR**") which expression shall include his/their heirs principle partners, executors, administrators and assignees of the OTHER PART.

WHEREAS AFNHB is desirous of constructing/ repairing of Existing Roads at AFNHB Farm Units Project Village **Motipur (U.P.) and Kabulpur, Faridabad Haryana** and has caused specifications, terms and conditions and schedule of quantities etc describing the work to be done.

AND WHEREAS the said specifications, terms & conditions and schedule of quantities have been signed by or on behalf of the parties here to.

AND WHEREAS THE CONTRACTOR has agreed and accepted to execute upon and subject to the conditions set forth herein and to the conditions set forth in contract conditions and schedule of quantities, all of which are collectively (hereinafter referred to as "**The Said Conditions**") the works shown upon the said scope of work and described in the said specifications amounting to the lump sum amount of **Rs. _____** as shall become payable hereunder (hereinafter referred as the Said Contract Amount).

AND WHEREAS THE CONTRACTOR has deposited Rs. 20,000/- (Rupees Twenty thousand only in the form of BGB.) as Earnest Money for the Proposed Approach Road to be retained with AFNHB for the due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS.

1. In consideration of the lump sum contract amount of **Rs. _____** to be paid at the time and in the manner set forth in said conditions, **THE CONTRACTOR** will upon and subject to the said conditions execute and complete the works indicated in the said scope of work and described in the said specifications and the said schedule of quantities including rectification of any defect therein inconformity in all respect with the provision of the contract.
2. **AFNHB** shall pay to the **CONTRACTOR** the said Contract lump sum amount of **Rs. _____** or such other sum as shall become payable at the time and the manner hereinafter specified in the said conditions as authorized by AFNHB. The payments shall be in accordance to the yardsticks and the stages of payment specified shall be acceptable to both the parties till the completion of the project.
3. The said schedule of quantities and conditions of contract and other documents herein mentioned shall form the basis of this **CONTRACT**, and the decision of the said **AFNHB** as mentioned in the conditions of contract in reference to all matters of dispute as to the materials, workmanship, the intended interpretation of the clause of this Agreement, or any other document attached hereto shall be final and binding.

4. The following documents shall be deemed to form and be read and construed as an integral part of the Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such conditions, specifications and schedule of quantities.

5. **AFNHB AND THE CONTRACTOR** bind themselves, their partners, successors in interest, executors, administrators and assigns if administers and assigns of such other party in respect of all convenience of this Agreement.

6. The said **CONTRACT** comprise the works above mentioned and all subsidiary works connected therewith within the same site, as may be ordered to be done from time to time by the said **AFNHB** even though such works may not be shown on the scope of work or described in the said specifications or the schedule of quantities, but may be fairly intended for successful completion and functioning of the project. The contractor within the lump sum cost shall comply to all the requirements of various local authorities necessary to obtain if any approvals from the local authority.

7. The **AFNHB** reserves to himself the right of altering the scope of work and nature of work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise from other sources and such alterations or variations shall be carried out without prejudice to this **CONTRACT AND THE CONTRACTOR** shall not be entitled to any compensation for such work.

8. The contractor shall not assign, sublet or transfer his / their interest in this Agreement without the written consent of **AFNHB**.

9. The contractor shall afford every reasonable facility to the representatives of the said **AFNHB** for inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works in the manner laid down in the said conditions.

10. If the contractor shall fail to comply with any of his obligations hereunder or shall he wind-up or his business is dissolved or any receiver is appointed or any attachment is made in respect of any of his properties or the contractor shall otherwise fail or neglect to complete the said work within the stipulated period, then or on the happening of any such event the "**AFNHB**" shall be entitled to cancel this contract and to get the unfinished work done at the cost and risk of the contractor by a third party and if **AFNHB** suffers any losses in this regard **AFNHB** shall look to the contractor for the same viz, payment or reimbursement to such losses. In case work is executed by Board on behalf of contractor at a higher rates, as compared to tender rates, than no additional payment shall be paid to contractor. The additional cost will be recovered from the security held with Board on behalf of M/s_____. The decision of **AFNHB** shall be final and binding to contractor. The decision of the said **AFNHB** in regard to the quantum of such losses will be final and binding on parties hereto. Upon such termination of this contract, there shall be adjustment of any payments made to the contractor by **AFNHB** and the contractor shall. If required refund any such amounts to **AFNHB**.

11. Time shall be considered as the essence of this **CONTRACT** and **THE CONTRACTOR** hereby agrees to commence the work in accordance with the said conditions and to complete the entire and all the works connected thereto or as ordered from time to time within the time period stipulated herein and to execute the same diligently and consistently throughout the entire time period so specified and the Contractor shall strictly adhere to the detailed programme for completion of work. The date of commencement shall be 10 days from date of LOA, accordingly date of completion will be 55 days from date of issue of LOA. Rainfall less than 50% excess from normal will not be considered as a valid reason for delay in adhering to barchart.

12. All disputes arising out of or any way connected with this agreement shall be deemed to have arisen in New Delhi and only Courts of New Delhi shall have jurisdiction to determine the same.

13. All payments by AFNHB under this **CONTRACT** will be made at **AFNHB HQ, NEW DELHI**. The contractor is required to open a Bank account in the same Bank as of AFNHB for timely payments.

14. Advance Income Tax, and VAT and Service Tax deduction will be made in **THE CONTRACTORS'** bill as per the prevailing rate based on the bill value. It is responsibility of the contractor to ensure timely depositing of sale tax on work contract and Service Tax as per the prevailing rate during the tenure of contact period. The contractor shall be responsible for any delayed/partial payment of WCT and Service Tax.

15. Appropriate deduction as per relevant VAT, sales tax rules on works contract applicable at the time shall be deducted from bills submitted by the **CONTRACTOR**. The contractor shall get registered himself under composite scheme of ST and Central Excise for Service Tax before submitting first R/A bill, the contractor shall get Sales Tax (VAT) and Service Tax assessment order and a certificate from STO (VAT) shall be submitted to AFNHB, that no sales tax is due. In case Sales Tax assessment is not completed at the time of submitting final bill, the contractor shall submit the necessary undertaking as per requirement of liability.

16. Contractor shall provide the vouchers for full quantity of any of the materials brought for the project whenever asked by **AFNHB** and be inclusive of Service Tax and VAT in the rates.

17. The Contractor will carry out the testing of any of the materials at his own cost from a recognized laboratory as approved by **AFNHB** as per the relevant IS Codes before it is used in the work whenever desired by **AFNHB**. No escalation shall be payable even there is unprecedented inflationary condition due to any reasons or project is delayed.

18. All disputes arising out of or any any way connected with this agreement shall be deemed to have arisen in New Delhi and only Court of New Delhi shall have jurisdiction to determine the same.

19. All parts of this **CONTRACT** have been read to us and fully understood by us.

As witness thereof the parties hereto have hereunto set their hands the day and year first above written.

Signed by the **AFNHB**

In the Presence of witness:

Name: -----

Name: -----

Occupation: -----

Occupation: -----

Address: -----

Address: -----

Signed by the Said CONTRACTOR: -----

In the Presence of Witness:

Name: -----

Name: -----

Occupation: -----

Occupation: -----

Address: -----

Address: -----

DETAILED SPECIFICATION
FOR ROAD WORKS

1. **Scope of Work:** The road work in this contract comprises of provision of roads with sub base course 150mm thick consolidated, base course 100 mm thick consolidated 40 mm thick Premix Carpet and earth filling as described in schedule items and as specified in succeeding paragraphs. (0.5 km shall have required earth filling, Sub-base with W.B.M and premix carpet, rest of the road. (0.5 km) shall be premix carpet only.

MATERIALS

2. **Sub Base & Base Course :** This shall be water bound macadam with stone aggregates. Stone aggregate shall be quartzite. This shall be crushed/broken as per grading requirement given in the table shown below:-
- a) Grading requirements of stone aggregate.

Grading	Size Range	Sieve Designation	Percent by Weight passing in sieve	Test Requirement
1.	90 mm to 40 mm	100 mm	100	One set per 100 cum
		80 mm	65-85	
		60 mm	25-60	
		40 mm	0-15	
2.	63 mm to 40 mm	80 mm	100	One set per 100 cum
		63 mm	90-100	
		50 mm	35-70	
		40 mm	0-15	
		20 mm	0-5	

- b) The stone shall be hard, durable and free from excesses of flat elongated soft and disintegrated particles, dirt and other objectionable matter.
3. (a) **Stone Screenings for Sub-base and Base Courses:** Screening to fill voids in the stone aggregate shall consist of the same material as the stone aggregate.
- i) The screening shall have grading shown in the following table:-

Grading	Size of Screening	Sieve Designation	Percent by Weight passing in sieve	Quality required for 10 sqm
Sub- base course	12.5 mm	12.5 mm	100	0.63 cum
		10.0 mm	90-100	
		4.75 mm	10-30	
		150 micron	0-8	
Base course	10.00 mm	100 mm	100	0.40 cum
		4.7 mm	85-100	
		150 mm	10-30	

- ii) The screening shall be clean, durable, and free from disintegrated pieces and other objectionable material.

- b) **Stone0 chippings for Premix carpet :** Stone chipping shall consist of fairly cubical Fragment of clean, hard, tough and durable rock of uniform quality throughout. This shall be crushed stone and shall be free of elongated or flasky pieces, soft or disintegrated stone, salt, alkah, vegetable matter and dust. Theses shall confirm to the quality requirements given in para 4 below:-

4. Physical requirements of store aggregate and store chippings.

S. No.	Type of	Test	Test Method	Requirements	Frequency of Test
1.	Sub-base course	Loss Angeles	IS: 2386 (Part IV)	60% max	One test per 200 cum of aggregate.
		Abrasion value or	IS: 2386 (Part IV)	50% max	
		Agg. Impact value	IS: 5640 *		
2.	Base course	a) Loss Angeles	IS: 2386 (Part IV)	50% max	One test per 200 cum of aggregate.
		Abrasion value or	IS: 2386 (Part IV)	40% max	
		Agg. Impact value	IS: 5640 **		
		b) Flakiness Index	IS: 2386 (Part -I)	** 15% max	One test per 200 cum of aggregate
* Aggregate may satisfy the requirements of either of the two tests					
** The requirements of flakiness index shall be enforced only in case of crushed broken stone and crushed slag.					

iii)

Screening	a) Loss Angeles, Abrasion value or Agg. Impact value	IS: 2386 (Part IV)	One set per 50- 100 cum of aggregate
	b) Flakiness Index	IS: 2386 (Part I)	One set per 50- 100 cum of aggregate
	c) Stripping Value	IS: 6241	One set per 50- 100 cum of aggregate

5. **Binding Materials:** The building material shall consist of fine grained material possessing plasticity index value 4-6 which shall be determined in accordance with IS 2720 (Part-V). the quantity of binding material required shall be as under:

PER 10 SQM

- a) Sub base 0.15 cum.
b) Base Course 0-12 cum.

6. **BITUMEN:**

- a) Paving bitumen shall conform to IS: 73-1961 and shall be of grade 80-100 solvent like kerosene oil shall be mixed. i.e. 70 Kg/Kg. of the bitumen
- b) The bitumen shall be obtained approve manufacturers and delivered to site in sealed containers bearing ISI marking. This shall be stacked as directed by the Project Director on one side of the roadway

7. **WORKMANSHIP:**

- a) **Preparing formation:** The ground shall be formed to proper gradient, camber, super elevation, etc. Corresponding to the required surface, by trimming the surface. Surplus soil (if any) shall be thrown clear of the road formation. The formation shall be watered and rolled.
- b) **Preservation of property:** Road side trees, shrubs, poles, fences, monuments buildings pipelines, sewers etc. within or adjacement to the road which are not to be disturbed shall be protected form injury or damage.

8. **PREPARATION OF SUB-GRADE:** The surface of the formation for a width equal to that of base course shall first be cut to the depth below the proposed finished level, equal to the combined depth of base course and wearing course (due allowance being made of consolidation). It shall then be cleared off all foreign substances and sub-grade dressed off parallel to the finished profile.

9. **Consolidation of Sub-grade:** The sub grade shall be sprinkled with water and rolled with minimum, of 8-10 tonne smooth wheeled roller, till the soil is evenly and densely consolidated.

10. All undulations in the surface that might develop due to rolling shall be made good with earth or quarry soils as the case may be and sub-grade re-rolled.

SUB BASE:

11. The sub base shall be water bound macadam with stone aggregate of size 90 mm to 40 mm. This shall be laid on prepared sub-grade in conformity with line, grades and thickness. The consolidated thickness of the sub-base shall be 150 mm loose quantity of the aggregate shall be 2.02 mm per 10 sqm. The stone aggregate shall be mechanically inter locked by rolling and voids thereof filled with screenings and binding material with the assistance of water laid on prepared sub-grade. The coarse aggregates shall be spread uniformly and evenly upon the prepared sub grade in required quantities with a twisting motion to avoid segregation. In no case shall these be dumped in heaps directly on the area where these are to be laid. This shall be laid on proper profile, grades, by using templates. The surface of the aggregate spread shall be carefully trued up and all high or two spots corrected by removing adding aggregate as required.

12. **ROLLING:**

Immediately after spreading of the coarse aggregate it shall be compacted to the full width by rolling with a power roller of 8-10 ton capacity. Initially light rolling is to be done which shall be discontinued when the aggregate is partially compacted with sufficient voids to permit application of screening. The rolling shall begin from the edges with roller runner forward and backward and adding the screenings simultaneously until the edges have been firmly compacted. The roller shall then progress gradually from the edges to the centre, parallel to central line of road and overlapping uniformly each preceding rear wheel track by $\frac{1}{2}$ width and shall continue until the entire area of the sub base has been rolled by the rear wheel. Slight sprinkling of water may be done gradually continuing towards the upper edge of the road.

13. **APPLICATION OF SCREENING:**

After the coarse aggregate has been lightly rolled to the required surface, screening shall be applied gradually over the surface to completely fill the inter sticks. Dry rolling shall be continued while screenings are being spread so that the jarring effect of the roller causes them to settle in the voids of the aggregate. The screening shall be spread uniformly in successively thin layers, which shall be applied at a slow rate. To ensure filling of all voids, rolling and brooming shall continue with the spreading of screening. Damp and wet screening shall not be used under any circumstances.

14. **SPRINKLING AND GROUTING:**

After the application of screening and rolling the surface shall be copiously sprinkled, swept in brooms and rolled to distribute the screenings evenly, additional screenings be applied wherever necessary until the stone aggregate is well bonded and firmly set for the entire depth and until grout has been formed of screening and water and form wave of grout ahead of the wheels of the roller.

15. **APPLICATION OF BINDING MATERIAL:**

After the application of screening and rolling, the binding material shall be applied at a uniform and slow rate into two or more successive thin layers. After each application, the surface shall be copiously sprinkled with water and the resulting slurry swept in with hand broom to fill the voids. The surface shall then be rolled by an 8-10 tonne roller, water being applied to the wheels. This process shall be continued till the slurry forms a wave ahead of the wheels of the roller.

16. **SETTING AND DRYING:** After final compaction of the sub base course, the road shall be allowed to cure over night. Next morning, the defective spots shall be filled with screening or binding material lightly sprinkled with water if necessary and rolled. No traffic shall be allowed till the macadam sets.

17. **SURFACE EVENNESS :**

The surface evenness of the completed W.B.M. sub base course in the longitudinal and transverse direction shall be as under.

Longitudinal profile undulation when measured with a 3 meter and straight edge shall not be more than 15 mm Cross profile – undulation when measure with a camber template shall not be more than 12 mm.

18. **RECTIFICATION OF DEFECTS:**

When the surface irregularity of the W.B.M. sub base course exceeds the tolerance specified above, or where the base course is otherwise defective due to sub-grade soil mixing with the aggregate, the layer of its full thickness shall be scarified over the affected area, reshaped with added material and recompactd. The depressions shall not be filled with screenings and binding material.

19. **Base Course:** Base course of water bound macadam shall be with stone aggregate of size 63 to 40 mm in 100 mm consolidated thickness. The base course shall be laid over the prepared sub-base course with operations as described in the succeeding paragraphs. The quantities of the loose aggregate required for base course should not be less than 1.33 cum per 10 sqm of road surface.

20. **Spreading of Stone aggregate:** This shall be as specified above for sub-base course Para 11 except that the base course shall be constructed with a consolidated thickness of 100 mm thick.

- a) **Rolling:** This shall be as per para 12 of the Sub-base course.
- b) **Application of Screening:** This shall be as per para 13 of the Sub-base course.
- c) **Sprinkling and Grouting :** This shall be as per para 14 of the Sub-base.
- d) **Application of binding material:** This shall be as per para 15 of the Sub-base
- e) **Setting and Drying:** This shall be as per para 15 of the Sub-base course.
- f) **Surface Evenness:** This surface evenness of the completed base course in the longitudinal and transverse direction shall be as under:-
 - i) **Longitudinal Profile:** Maximum permissible undulation when measured with a 3.0 m straight edge 12 mm.
 - ii) **Cross Profile:** Maximum permissible undulation when measured with a chamber template shall not be more than 6 mm.
- g) The longitudinal profile shall be checked with 3.0 m long straight edge at the middle of each traffic line.
- h) The transverse profile shall be checked with a series of 3 camber boards at the middle of each traffic line.

- i) Rectification of defective construction same as for sub-base course (Para1 above).

PREMIX CARPET (40 MM CONSOLIDATED THICKNESS)

21. **Preparation of Basis:** Before the carpet is applied on the existing base, the surface shall be ensured free from dust or caked mud or the foreign matters pothole or nuts if any in the existing surface shall be filled with premixed chippings and well rammed about a week before the carpets laid.
22. **Priming Coat:** The bituminous primer shall be heated to the temperature as recommended by the manufacturer and applied uniformly to the base by means of sprayer just before spreading of the premix.
23. **Preparation of Premix:** Mechanical mixers shall be employed for mixing. For small quantities of work, the aggregates and the bitumen are heated separately upto the required temperature.
24. **Rolling and Finishing:** After the premix obtained is a thorough and homogenous mix, the same is carried out at site for spreading and rolling. Suitable rakes are used for spreading. At one operation 15 m of premix is laid and rolled with a power roller of 8-10 tonnes. The roller/wheels shall be kept damp with water so as to avoid adhesion of the mix. The rolling is continued in a process as explained above till there is no sign of creep or formation of ruts and etc. and smooth uniform surface is obtained.
25. **Seal Coat:** A premix seal coat shall be applied immediately after laying the carpet. The binder shall be heated in boilers of suitable design at the temperature as directed by Project Director before the same are placed in the mixer of suitable design. Mixing of binder with aggregate to the specified proportions shall be continued till the latter are thoroughly coated with binder. The mix shall be immediately transported from the mixing plant to the point of use and spread uniformly on the bituminous surface to be sealed. As soon as sufficient length has been covered with the premixed material, the surface shall be rolled with 8 to 10 tonnes roller. Rolling shall be continued till hot premixed material completely seals the void in the bituminous course and a smooth uniform surface is obtained.

PAYMENT SCHEDULE YARD STICK FOR ROAD WORK

SI No	STAGE OF WORK	PERCENTAGE
1	Completion of earth work in sub-base including laying and compaction WBM (2 layers)	25%
2	Laying of pre mix carpet with tack coat.	60%
3	Site clearance and handing over the Road.	5%
	Total	90%
a)	Out of 10% withheld above, 5% alongwith 50% of the security shall be released after one monsoon of handing over of the road in case no defects are found. However in case defects are found, the same shall be released after satisfactory rectification of defects.	
b)	Balance 5% (Out of 10% withheld above) alongwith balance 50% of the security shall be released after successful completion of defect liability period of two years	
c)	75% payment of bill shall be paid generally within 5 working days by AFNHB HQ, New Delhi from the date of receipt of bill to the Project office.	
d)	Balance amount shall be paid generally within 15 working days by AFNHB HQ, New Delhi, after receipt of bill alongwith PD certificate at HQ AFNHB.	

**RATE ANALYSIS FOR 3.6 METER WIDE ROAD OF LENGTH 1 METER FOR
ALREADY EXISTING ROAD**

1	2	3	4	5	6	7	8	9	10
Sl. No.	DSR	Black Top/Bituminous Pavements	Unit	Rate	L	B	H/D	Quantity	Amount (In Rs.)
1	16.3.2	63mm to 45mm size stone aggregate	cum		1.00	3.6	0.05	0.18	
	16.3.6	Stone screening 13.2 mm nominal size (Type A)	cum		1.00	3.6	0.05	0.18	
2	16.4	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, handpicking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.	cum		1.00	3.6	0.2	0.72	
3	16.9	Scarifying metallised (water-bound) road surface including disposal of rubbish, lead upto 50m and consolidation of the aggregate received from scarifying with power road roller of 8 to 10 tonne capacity.	sqm		1.00	3.6		3.60	
4	16.25	Surface dressing of new surface with paving bitumen of grade VG-10 of approved quality using 2.25 kg of bitumen per sqm with 1.65 cum of stone chippings 13.2 mm nominal size per 100 sqm of road surface, including consolidation with road roller of 6 to 8 tonne capacity etc. complete.	sqm		1.00	3.6		3.60	

5	16.33	2.5 cm premix carpet surfacing with 2.25 cum and 1.12 cum of stone chippings of 13.2 mm and 11.2 mm size respectively, including a tack coat with hot straight run bitumen, including consolidation with road roller of 6 to 9 tonne capacity etc. complete (tack coat to be paid for separately).	sqm						
	16.33.2	With paving Asphalt grade VG - 30 with no solvent	sqm		1.00	3.60		3.60	
		Total cost per meter in Rupees							
		Total cost per meter in Words							

Signature and date

Stamp of Firm/Company

RATE ANALYSIS FOR 3.6 METER WIDE ROAD OF LENGTH 1 METER FOR NEW WORK

1	2	3	4	5	6	7	8	9	10
Sl. No.	DSR	Black Top/Bituminous Pavements	Unit	Rate	L	B	H/D	Quantity	Amount (In Rs.)
1	16.1	Preparation and consolidation of sub grade with power road roller of 8 to 12 tonne capacity after excavating earth to an average of 22.5 cm depth, dressing to camber and consolidating with road roller including making good the undulations etc. and re-rolling the sub grade and disposal of surplus earth with lead upto 50 meters.	Sqm		1.00	3.60		3.60	
2	16.8	Brick edging laid lengthwise with half brick depth including excavation, refilling and disposal of surplus earth lead upto 50 meters.							
	16.8.1	With common burnt clay F.P.S (non modular) bricks of class designation 7.5	meter		1.00			1.00	
3	16.3	Supplying and stacking at site							
	16.3.1	90mm to 45 mm size stone aggregate	cum		1.00	3.6	0.1	0.36	
	16.3.2	63mm to 45mm size stone aggregate	cum		1.00	3.6	0.05	0.36	
	16.3.6	Stone screening 13.2 mm nominal size (Type A)	cum		1.00	3.60	0.05	0.18	
4	16.4	Laying, spreading and compacting stone aggregate of specified sizes to WBM specifications in uniform thickness, handpicking, rolling with 3 wheeled road/vibratory roller 8-10 tonne capacity in stages to proper grade and camber, applying and brooming requisite type of screening/binding material to fill up interstices of coarse aggregate, watering and compacting to the required density.	cum		1.00	3.6	0.20	0.72	

5	16.9	Scarifying metalled (water-bound) road surface including disposal of rubbish, lead upto 50m and consolidation of the aggregate received from scarifying with power road roller of 8 to 10 tonne capacity.	sqm		1.00	3.6		3.60	
6	16.25	Surface dressing of new surface with paving bitumen of grade VG-10 of approved quality using 2.25 kg of bitumen per sqm with 1.65 cum of stone chippings 13.2 mm nominal size per 100 sqm of road surface, including consolidation with road roller of 6 to 8 tonne capacity etc. complete.	sqm		1.00	3.6		3.60	
7	16.33	2.5 cm premix carpet surfacing with 2.25 cum and 1.12 cum of stone chippings of 13.2 mm and 11.2 mm size respectively, including a tack coat with hot straight run bitumen, including consolidation with road roller of 6 to 9 tonne capacity etc. complete (tack coat to be paid for separately).	sqm						
	16.33.2	With paving Asphalt grade VG - 30 with no solvent	sqm		1.00	3.6		3.60	
		Total cost per meter in Rupees							
		Total cost per meter in Words							

Signature and date

Stamp of Firm/Company

TOTAL COST OF TENDER				
Sl. No.	Items	L(M)	Cost Per Meter	Amount (In Rs.)
1	New road as per specifications	800		
2	Already existing road as per specifications	11000		
	Total Amount In Rupees			
	Total Amount In Words			

Signature and date

Stamp of Firm/Company