

STANDARD BIDDING DOCUMENT

JHARKHAND

PROCUREMENT OF

CIVIL WORKS

**COMPLETE BIDDING DOCUMENT FOR
WORKS COSTING MORE THAN RUPEES 2.50 CRORES**



**GOVERNMENT OF JHARKHAND
WATER RESOURCES DEPARTMENT**

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**COMPLETE BIDDING DOCUMENT FOR
WORKS COSTING MORE THAN RUPEES 2.50 CRORES**

**GOVERNMENT OF JHARKHAND
WATER RESOURCES DEPARTMENT**

AGREEMENT NO. _____ PROJECT _____

**LOCAL/NATIONAL COMPETITIVE BIDDING
(CIVIL WORKS)**

NAME OF WORK : _____

PERIOD OF SALE : FROM _____

BIDDING DOCUMENT TO _____

TIME AND DATE OF PRE BID CONFERENCE : DATE _____ TIME _____ HOURS

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

* TIME AND DATE OF OPENING TECHNICAL BIDS : DATE _____ TIME _____ HOURS

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

PLACE OF OPENING OF BIDS : _____

: _____

: _____

OFFICER INVITING BIDS : _____

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

**INVITATION FOR BID
(IFB)**

GOVERNMENT OF JHARKHAND
WATER RESOURCES DEPARTMENT
 ----- PROJECT
 INVITATION FOR BIDS (IFB)

LOCAL/NATIONAL COMPETITIVE BIDDING

Date:

Bid No.:

1. The..... invites bids for the construction of works detailed in the table.
 The bidders may submit bids for any or all of the following works.

TABLE

Package No.	Name of work	Approximate value of work (Rs.)	Bid security (Rs.)*	Cost of document (Rs)	Period of completion
1	2	3	4	5	6

Bidding document (and additional copies) may be purchased from the office of from to , for a non-refundable fee (three sets) as indicated, in the form of cash or Demand draft on any Scheduled bank payable at in favour of Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs..... The..... will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

Bids must be accompanied by security of the amount specified for the work in the table, payable at and drawn in favour of Bid security will have to be in anyone of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.

Bids must be delivered toon or before hours on(date) and will be opened on the same day at hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

5. A pre-bid meeting will be held on..... athrs. at the office of. to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.**

6. Other details can be seen in the bidding documents.

Signature of Authorised Officer

* Bid Security 1% of Bid Amount

** To be deleted for Project costing less than Rs 20 crores.

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

SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

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A. GENERAL

1. Scope of Bid

- 1.1 The Employer (named in appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as “ the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2. In Turn Key projects, indicative cost of the project will be given and bidders have to submit there bid amount with regard to survey, investigation, collection of design data, design and drawing, preparation of detail project report and approval of the above from competent authorities (State Government/Central Water Commission) for the entire projects and construction of the project according to approved design and drawing of Head works and Distribution system (Complete Project).
- 1.3 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

The expenditure on this project will be met from the budget of Govt. of Jharkhand.

3. Eligible Bidders

- 3.1 This invitation for Bids is open to all bidders.
- 3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications and other documents for the Project or being proposed as Project Manager for the Contract. 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.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.
- 4.2* In the event that Pre-qualification of potential bidders has been undertaken, only bids from pre-qualified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in section 2. A copy of the original prequalification application and the letter of prequalification should also be furnished. With the updated information, the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidders shall also furnish the following information in Section 2.

* Delete , if Post-qualification is to be carried out.

- (i) Evidence of access to or availability of credit facilities (minimum 10% or estimated cost) certified by the bankers.
- (ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
- (iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount.
- (iv) Power of attorney.

4.3* If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of construction work performed for each of the last five years.
- (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on these contracts;
- (d) major items of construction equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personal proposed for Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of access to line (s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers(not more than 3 months old)
- (h) undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.
- (i) authority to seek references from the Bidders's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

* Delete , if pre-qualification is to be carried out.

- (k) proposals for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and
- (l) the proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 2.50 Crore).

4.4 Bids from Joint ventures are not acceptable.*

Or

Bids from pre-qualified firms or pre-qualified joint-ventures only will be acceptable**

4.4.1 Joint Venture partners would be limited to three (including the lead partner)

4.4.2 One of the partners, who is responsible for performing a key in contract (lead partner of the JV) management or is executing a major component of the proposed contract, shall be nominated as being in charge during Bidding periods and in the event of successful Bid, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of the partner(s) of the Joint Venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners.

4.4.3 All the partners of Joint Ventures shall be, jointly and separately liable, during the Bidding process and for the execution of the contract in accordance with the contract terms, and a statement of this affect shall be included in the authorization. The Bid shall be signed so as to legally bind all the partners, jointly and severally.

Bid security and performance guarantee, as required, will be furnished by the lead partner and Joint Venture partner(s) out of their accounts in proportion to their participation in Joint Venture.

4.4.4. Qualifying criteria for Joint Venture

Joint Venture must comply with the following requirements:-

- (a) The Joint Venture must satisfy collectively the criteria for this purpose the following data of each member of the Joint Venture may be added together to meet the collective qualifying criteria.
 - (i) Annual Turn over (Cl. 4.5 (A) (a) of ITB)
 - (ii) Particular Construction Experience. (Cl. 4.5 (A) (b) of ITB)
 - (iii) Personal Capabilities. (Annexure II)
 - (iv) Equipment Capabilities. (Annexure I)
 - (v) Financial Capabilities [Cl.4.3(g) & Cl.4.3(h) of ITB]

* To be deleted for projects costing Rs 20 Crores or more

** To be deleted for projects costing less than Rs 50 Crores

- (b) The Lead partner shall meet the following qualifying criteria in proportion to the partnership in JV but not less than 50%.
 - (i) Annual Turnover. (Cl. 4.5 (A) (a) of ITB)
 - (ii) Particular Construction Experience. (Cl. 4.5 (A) (b) of ITB)
 - (iii) Financial Capabilities. [Cl. 4.3 (g) & 4.3 (h) of ITB]
- (c) Other partner shall meet the following qualifying criteria in proportion to the partnership in JV but not less than 25%.
 - (i) Annual Turnover. (Cl. 4.5 (A) (a) of ITB)
 - (ii) Particular Construction Experience. (Cl. 4.5 (A) (b) of ITB)
 - (iii) Financial Capabilities. [Cl. 4.3 (g) & 4.3 (h) of ITB]

4.4.5 A copy of the Joint Venture Agreement (JVA) entered into the between the partner shall be submitted with the application. Alternatively, a letter of Intent to execute a JVA in the event of successful Bid shall be signed by all partner(s) and submitted with the application together with a copy of the proposed agreement. The JVA shall include among other things a Joint Venture's objectives and proposed management structure, the contribution of each partner to the Joint Venture operation, the commitment of the partner to Joint Venture in the event of the default or withdrawal of any partner an arrangement for providing the required indemnities:

- (i) Stepping into the shoes of the existing partner(s) of JV with all liabilities of the existing partners from the beginning of the contract.
- (ii) With the prior approval of the employer.
- (iii) Notwithstanding demarcation or allotment of work between two JV partner(s), JV shall be liable for non-performance of the whole contract irrespective of their demarcation or shared of work.

In case of successful Bid being accepted by employer the payments under the contract will only be made to the JV not to the individual partner(s).

4.4.6 Joint Venture Agreement shall contain a Clause to the effect that their shall be a separate JV Bank Account (distinct from the Bank Account of the individual partners) to which the individual partner shall contribute their share / or working capital.

Joint Venture Agreement shall also contain a Clause to the effect that the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received or paid by the employer by the JV shall be through that Account alone.

4.5 (A) To qualify for award of the contract, each bidder in its name should have in the last five years as referred to in Appendix.

- (a) Achieved a minimum annual turnover (in all classes of civil engineering construction works only) amount indicated in Appendix in any one year. (usually not less than one & half times the estimated cost of the project may be kept. However, for Turn-key & other projects where completion period is two years or more, the annual turnover may be kept as per the requirement upto 1.50 x Estimated cost / years of completion of project).

- (b) satisfactorily completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) at least one similar work of value not less than amount indicated in Appendix (usually not less than 50% of estimated value of contract of last five years);
- (c) executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.

- cement concrete (including RCC and PSC) cum
- earthwork in both excavation and embankment (combined quantities) cum
- cum
- Cum

(usually 50% of estimated quantity. However, for Turn-key & other projects where completion period is two years or more as per the requirement may be kept as Estimated quantity / years of completion of project.)
- *(d) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year.
- *(e) The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one year.

4.5. B. Each bidder should further demonstrate

- (a) availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

NOTE: (To be indicated for bids valued over Rs. 2.50 Crore) Based on the studies, carried out by the Engineer the minimum suggested Major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the **Annexure-I**

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3(C) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

- (b) availability for this work of personnel with adequate experience as required; as per **Annexure-II**.
- (c) liquid assts and/or availability of credit facilities of no less than amount indicated in Appendix (credit lines/letter of credit/certificates from Banks for meeting the funds requirements etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period.)

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

* Delete, if not applicable.

- 4.6. Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above.
- 4.7. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity = (A*N*2-B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the year indicated in Appendix) taking into account the completed as well as works in progress.

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

B = Value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next years (period of completion of the works for which bids are invited)

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

- 4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have :
- made misleading or false representations in the forms, statements and attachments in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Section	Particulars	Volume No.
	Invitation for Bids	I
1	Instruction to Bidders	
2	Qualification Information, and other forms	
3	Conditions of contract	
4	Contract Data	II
5	Technical Specifications	
6	Form of bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

8.2. One copy of each of the volumes I, II, III and IV will be issued to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume-V in two parts (refer clause 12).

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

9. Classification 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. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

9.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.

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

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

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

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

10. Amendment of Bidding Documents

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

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

10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. PREPARATION OF BIDS

11. Language of the Bid

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

12. Documents Comprising the Bid

The bid to be submitted by:

12.1. the bidder as Volume V of the bid document (refer Clause 8.1.) shall be in two separate parts

Part I shall be named “Technical Bid” and shall comprise

- (i) Bid security in the form specified in Section 8.
- (ii) Qualification Information and supporting documents as specified in Section 2.
- (iii) Certificates, undertaking, affidavits as specified in Section 2.
- (iv) Any other information pursuant to Clause 4.2 of these instructions
- (v) Undertakings that the bid shall remain valid for the period specified in Clause 15.1

Part II shall be named “Financial Bid” and shall comprise

- (i) Form of Bid as specified in Section 6
 - (ii) Priced Bill of Quantities for items specified in section 7, each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.
- 12.2. The bidder shall prepare two copies of the bid, marking them ‘Original’ and ‘Copy’ respectively.

- 12.3. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars	Volume No.
	Invitation for Bids(IFB)	Volume I
1	Instruction to Bidders	
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
8	Drawings	Volume IV

13. Bid Prices

- 13.1. The contract shall be for the whole works as described in Sub-Clause 1.1. based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). 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. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3. All duties, taxes, and other levels 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.
- 13.4.* The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account (For contracts upto 12 months period). **OR**
- 13.4.* The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract (For contracts more than 12 months period).

14. Currencies of Bid and Payment

- 14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees.

* Choose one and delete the other

15. Bid Validity

- 15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3. Deleted
- 15.4. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. Bid Security

- 16.1. The Bidder shall furnish, as part of his Bid, a Bid security (one percent of the bid value) in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of Employer as named in Appendix and may be in one of the following forms:
 - a. Receipt in challan of cash deposit in the Govt. Treasury in India.
 - b. Deposit-at-call receipt from any scheduled Indian bank from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand approved by the Reserve bank of India.
 - c. Indian Post Office/National Savings Certificates duly endorsed by the competent postal authority in India.
 - d. Bank Guarantee from any scheduled Indian Bank from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand in the format given in Section 8.
 - e. Fixed deposit receipt, a certified cheque or an irrevocable letter of credit, issued by any scheduled Indian Bank approved by the Reserve Bank of India.
- 16.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4. The Bid security of unsuccessful bidders will be returned within 28 days of the end validity period specified in sub-Clause 15.1.

- 16.5. The Bid security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6. The Bid security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; 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.

17. Alternative proposals by Bidders

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

18. Format and Signing of Bid

- 18.1 The bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these Instructions to Bidders, bound, with the volume containing the “Technical Bid” and “Financial bid” in separate parts and clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 18.2. The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.3 The Bid shall contain no alterations 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 persons signing the bid.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

- 19.1. The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked “**ORIGINAL**” and “**COPY**” shall contain within it two separate sealed envelopes marked “**Technical Bid**” and “**Financial Bid**” with additional markings as follows:
- Original or Copy, as the case may be
 - Technical Bid: to be opened on _____ (date of Technical Bid opening) in the presence of Evaluation Committee.
 - Financial Bid: Not to be opened except with the approval of Evaluation Committee.
- The contents of Technical and financial Bids will be as specified in clause 12.1

- 19.2. The inner, outer, and separate envelopes containing Technical and Financial Bids shall
- (a) be addressed to the Employer at the address given in Appendix
 - (b) bear the identification as indicated in Appendix.
- 19.3. In addition to the identification required in sub-Clauses 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Evaluation Committee declares the bid as non responsive pursuant to Clause 23.
- 19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of the Bids

- 20.1. Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

- 21.1. Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned to the bidder.

22. Modification and Withdrawal of Bids

- 22.1. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 22.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 18 & 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- 22.3. No bid may be modified after the deadline for submission of Bids except in pursuance of Clause 23.
- 22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.3. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

- 23.2. Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 22 shall not be opened.
- 23.3 The envelope containing “Technical bid” shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.
- 23.4.(i) Subject to confirmation of the bid security by the issuing bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to clause 12.1.
- (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical bid)
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 23.5. If, as a consequence of the modifications carried out by the bidder in response to sub-clause 23.4, the bidders desire to modify their financial bid, they will submit the modification in separate sealed envelope so as to reach the Employer’s address (refer sub-clause 19.2) before the opening of the financial bid as intimated in the clarification letter (refer sub-clause 23.4). The envelope shall have clear marking “MODIFICATION TO FINANCIAL BID, Not to be opened except with the approval of the Evaluation Committee”
- 23.6. At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders’ names, the bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.
- 23.7. In case bids are invited in more than one package, the order for opening of the “Financial Bid” shall be that in which they appear in the “Invitation For Bid”.
- 23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-clause 23.6.

24. Process to be Confidential

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

25. Clarification of Financial Bids

- 25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price of 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 27.
- 25.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 25.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

- 27.1. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetical errors. Errors will be corrected by the Employer as follows:
 - (a) where there is a discrepancy between the rates in figures and in word, the rate in words will govern; and
 - (b) where there is a 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.
- 27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
 - (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
 - (b) If the bid price decrease as a result of the corrections, the decreased amount will be treated as the 'bid price'. Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-clause 16.6(b)

28. Deleted

29. Evaluation and Comparison of Financial Bids

- 29.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 29.2. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any corrections for errors pursuant to clause 27; or
 - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6
- 29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations 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.
- 29.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 29.5. If the Bid on the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the employer may require that the amount of the performance security set forth in clause 34 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.
- 29.6. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30. Deleted

F. AWARD OF CONTRACT

31. Award of Criteria

- 31.1. Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid Price; and
 - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration. In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

32. Employer's Right to Accept any Bid and to reject any or all Bids

- 32.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid 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.

33. Notification of Award and Signing of Agreement

- 33.1. 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").
- 33.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.
- 33.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 33.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

- 34.1. Within 21 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 2% of the Contract price plus additional security for unbalanced Bids in accordance with clause 29.5 of ITB and Clause 52 of Conditions of Contract:

A bank guarantee from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand in the form given in Section 8; or Certified Cheque/Bank Draft as indicated in Appendix.

- 34.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued from any of the branches of SBI/ Nationalised / Scheduled Bank situated within the state of Jharkhand.

34.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute grounds for cancellation of the award and forfeiture of the Bid Security.

35. Advance Payment and Security

35.1. The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Deleted

37. Corrupt or Fraudulent Practices

37.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/State PWD and any other agencies, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

37.1. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.2 and Sub-Clause 59.2 of the Conditions of Contract.

38. Claim for Delay in work/payment

No claim for idle labour, men and machineries and delay in payment will be entertained for any region whatsoever.

1. Name of the Employer is _____ [C1. 1.1]

2. The last five years
20__ - 20__
20__ - 20__
20__ - 20__
20__ - 20__
20__ - 20__

3. This annual financial turn over amount is Rs. _____ [C1.4.5A(a)]
_____ (in words)

4. Value of work is Rs. _____ [C1.4.5A(b)]
_____ (in words)

5. Quantities of work are : [C1.4.5A(c)]
Cement Concrete _____ Cu. m.
Earth Work _____ Cu. m.
Brick Work / Boulder Masonary _____ Cu. m.
Gate _____ M.T.
Other types of work _____ Cu. m.

6. The cost of electric work is Rs. _____ [C1. 4.5A(d)]
_____ (in words)

7. The cost of water supply/sanitary works is Rs. _____ [C1.4.5A(e)]
_____ (in words)

8. Liquid assets and/or availability of credit facilities is Rs. _____ [C1.4.5B(c)]
_____ (in words)

9. Price level of the financial year _____ [C1. 4.7]

10. The pre-bid meeting will take place at _____ [C1.9.2.1]
 (address of the venue) on _____ (time and date)
11. The technical bid will be opened at _____ [C1. 23.1]
 (address of the venue) on _____ (time and date)
12. Address of the Employer _____

13. Identification: [C1. 19.2(b)]
 Bid for
 _____ (name of Contract)
 Bid reference
 No. _____ (insert number)
 Do not open before
 _____ (time and date)
14. The bid should be submitted latest by _____ (date and time) [C1. 20.1(a)]
15. The bid will be opened at _____ [C1.23.1]
 (place) on _____ (time and date).
16. The Bank draft in favour of _____ [C1.34.1]
 payable at _____
17. Deleted
18. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

<u>Years before</u>	<u>Multiply factor</u>
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

List of Key Plant & Equipment to be deployed on Contract work

[Reference C1. 4.5 (B) (a)]

Sl.	Type of Equipment	Maximum age as on 01.6.200_ (Years)	Contract package Size		
			Upto Rs.30 Crores	Rs. 31-50 Crores	Rs. 51 Crores & above
1.	Hydraulic Excavator	5	2	3	5
2.	Dozer	5	2	3	5
3.	Vibratory Roller	5	2	3	5
4.	Dumpers/Tripper	5	15	20	25
5.	Concrete Vibrator	5	2	3	5
6.	Paver Finisher with Electronic Sensor	5	1	1	2
7.	Water Tanker	5	2	3	5
8.	Tandem Roller	5	2	3	5
9.	Concrete Mixes with Integral Weigh Batching facility	5	2	3	5
10.	Concrete Batching and Mixing Plant (Minimum Capacity – 30 m ³ /hour)	5	1	2	3
11.	Transit Mixer	5	2	3	5
	Total		33	47	70

List of Key Personal to be deployed on Contract Work
[Reference C1.4.5 (B) (b)]

Sl. No.	Personnel	Qualification	Contract Package Size		
			Up to Rs. 30 Crores	Rs. 31-50 Crores	Rs. 51 Crores & above
1	Project Manager	B.E. Civil + 15 Years Exp. (5 years as Manager)	1 No.	1 No.	1 No.
2	Site Engineer	B.E. Civil + 10 Years Exp. (5 years in Water Resources Department)	1 No.	2 Nos.	4 Nos.
3	Plant Engineer	B.E. Mech. + 10Years Exp. Or Dip. Mech. +15 years Exp.	1 No.	1 No.	2 Nos.
4	Quantity Surveyor	B.E. Civil + 7Years Exp. Or Dip. Civil + 10 years Exp.	1 No.	1 No.	2 Nos.
5	Soil & Material Engineer	B.E. Civil + 10 Years Exp.	1 No.	1 No.	2 Nos.
6	Survey Engineer	B.E. Civil + 5Years Exp. Or Dip. Civil + 8 years Exp.	1 No.	1 No.	2 Nos.
	Total		6	7	13

SECTION 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

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

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid

[Attach]

1.2. Total value of Civil Engineering construction work performed in the last five years** (in Rs. Million)

20	20	β
_____	_____	
20	20	
_____	_____	
20	20	
_____	_____	
20	20	
_____	_____	

1.3.1. Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.**

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs crore)	Date of issue of work order	Stipulated Period of completion	Actual date of completion*	Remarks Explaining Reasons for delay & work Completed

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

** immediately preceding the financial year in which bids are received.

β Attach certificate from Chartered Accountant.

#1.3.2. Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria

Year	Name of the work	Name of the Employer*	Quantity of work performed (cum) @ Remarks							Remarks* (indicate contract Ref)
			Cement Concrete (including RCC & PCC)	Cement Concrete in lining work	Masonry	Earth Works	W B M	W M M	Bituminous work	
20_20										
20_20										
20_20										
20_20										
20_20										
-										

are satisfied (in the same name and style) in the last five years:**

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

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of Works* remaining To be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

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

@ the item of work for which data is requested should tally with that specified in ITB clause 4.5 A(c).

** immediately preceding the financial year in which bids are received .

Delete, if prequalification has been carried out

(B) Works for which bids already submitted:

Description Of work	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks If any
1	2	3	4	5	6	7

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [ref. Clause 4.5(B)(a). The Bidder should list all the information requested below. Refer also to Sub Clause 4.3(d) of the Instructions to Bidders.

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

1.6 Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the Proposed position
Project manager				
Etc.				

1.7. Proposed sub-contracts and firms involved. [Refer ITB Clause 4.3(k)]

Sanctions of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar Work

Attach copies of certificates on possession of valid license for executing water supply/sanitary work/building electrification works [Reference Clause 4.5(d) & Clause 4.5(e)]

*1.8. Financial reports for the last five years: balance sheets, profit and loss statements, auditors’ reports (in case of companies/corporation), etc. List them below and attach copies.

1.9. Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.10. Name, address, and telephone, telex, and fax numbers of the Bidders’ bankers who may provide references if contacted by the Employer.

1.11. Information on litigation history in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

1.12. Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is **)

1.13. Proposed work methods and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3 (1)]

1.14. Programme

1.15. Quality Assurance Programme

2. Deleted

3. Additional Requirements.

3.1. Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

Affidavit

Undertaking

*** (iii) Update of original pre qualification application

*** (iv) Copy of original pre qualification application

*** (v) Copy of pre qualification letter

* Delete, if pre qualification has been carried out

** Fill the Name of Consultant.

*** Delete, if pre qualification has not been carried out.

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

(Clause 4.2 (i) OF ITB)

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed
Company with a good financial standing.

If the contract for the work, namely _____ is awarded
to the above firm, we shall be able to provide overdraft/credit facilities to the extent of
Rs. _____ to meet their working capital requirements for executing the
above contract during the contact period.

(Signature)
Name of Bank
Senior Bank Manager
Address of the Bank

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/S _____ have abandoned any work of Water Resources Department, Jharkhand or any contract awarded to us for such work have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an authorized Officer of the Firm)

Title of officer

Name of Firm

DATE

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest a minimum cash up to 25% of the value of the work
during implementation of the Contract.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT

Conditions of Contract

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CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

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

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

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub clause 55.1.

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

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

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

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

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

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

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

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

The **Employer** is **Government of Jharkhand** who will employ the contractor to carry out the Works.

The **Employer's representative** will be the Executive Engineer concerned to be notified by the Employer. The Employer's representative will act on behalf of Employer.

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

** For the project costing more than Rs. 10.00 crores "Supervision consultant" would act as "Engineer" for the project if advised by the Engineer-in-Chief.*

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

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

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

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

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

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

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

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

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

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

Temporary Works are works designed, consulted, installed, and removed by the contractor which are needed for construction or installation of the Works.

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

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

2. Interpretation

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

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

2.3. The documents forming the Contract shall be interpreted in the following order of priority:

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

3. Language and Law

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

4. Engineer's Decisions

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

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

6. Communications

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

7. Sub-Contracting

7.1. The Contractor may sub-contract any portion of work, up to a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations. Maximum number of Sub Contractor will be two and they will have to meet all qualifying criteria in the ratio of work allotted.

8. Other Contractors

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

- 9. Personnel**
- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualification, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.
- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 10. Employer's and Contractor's Risks**
- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks**
- 11.1. The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive; or (b) a cause due solely to the design of the Works, other than the Contractor's design.
- 12. Contractor's Risks**
- 12.1. All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.
- 13. Insurance**
- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data for the following events which are due to the Contractor's risks:
- loss of or damage to the Works, Plants and Materials;
 - loss of or damage to Equipment;
 - (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - (d) personal injury or death.
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

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

14. Site Investigation Reports

- 14.1. The Contractor, in preparing the Bid, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

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

16. Contractor to Construct the Works

- 16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

17. The Works to be Completed by the Intended Completion date

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

18. Approval by the Engineer

- 18.1. The Contractor shall submit Specifications and Drawings, showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2. The Contractor shall be responsible for design of Temporary Works.
- 18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.
- 18.5. All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

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

- 21. Possession of the Site**
21.1. The Employer shall give possession of all parts of the site to the Contractor.
- 22. Access to the Site**
22.1. The Contractor shall allow the engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated / assembled for the works.
- 23. Instructions**
23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable law where the site is located.
The Constructor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

Deleted

25. Deleted

26. Deleted

B. TIME CONTROL

- 27. Programme**
- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities .
- 27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 27.4. The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

- 28. Extension of the Intended Completion Date**
- 28.1. The Engineer shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 28.2. The Engineer shall decide whether and by how much to extend the Intended Completion date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.
- 29. Deleted**
- 30. Delays Ordered by the Engineer**
- 30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.
- 31. Management Meetings**
- 31.1. Either the engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 32. Early Warning**
- 32.1. The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33. **Identifying Defects**

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

34. **Tests**

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

35. **Correction of Defects**

- 35.1. The Engineer shall give notice to the contractor of any Defects before the end of the Defects Liability Period, which begins at completion and is defined in the Contract Data. The defects Liability Period shall be extended for as long as defects remain to be corrected.
- 35.2. Every time notice of a defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. **Uncorrected Defects**

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

D. COST CONTROL

37. **Bill of Quantities**

- 37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. **Changes in the Quantities**

- 38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering:
- (a) justification for rate adjustment as furnished by the contractor,
 - (b) economics resulting from increase in quantities by way of reduced plant, equipment, and overhead costs,
- 38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

38.3. If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1. All Variations shall be included in updated Programmes produced by the Contractor.

40. Payments for Variations

40.1. The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

40.2. If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of Variation. If the cost per unit of quantity changes, or if the nature of timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.

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

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

41. Cash Flow Forecasts

41.1. When the Programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

42. Payment Certificates

42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.

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

42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed

42.5. The value of work executed shall include the valuation of Variations.

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

- 43. Payments**
- 43.1. Payment should be adjusted for deduction for advance payments, retention, other recoveries in terms of contract & taxes at sources, as applicable under the law. The Employer shall pay the contractor the amounts certified by the Engineer, as early as possible. No claim/interest will be entertained by the department for delayed payment.
- 43.2. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 44. Deleted**
- 45. Tax**
- 45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employee will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 46. Currencies**
- 46.1. All payments shall be made in Indian Rupees.
- 47. Price Adjustment**
- 47.1. Contract Price shall be adjusted for increase or decrease in rates and price of materials in accordance with the following principles and procedures and as per formula given in the contract data:

The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

The price adjustment shall be determined during each month from the formula given in the contract data.

Following expressions and meanings are assigned to the work done during each month:

R = Total value of work done during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

48. Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3. On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestones as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor’s liabilities.

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

49.3. If the Contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

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

The contractors who will not complete the allotted work within stipulated time with desired quality & specification, the registration of the contractor will be cancelled & action will be initiated to black-listing those contractors.

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

50. Bonus

50.1. If the contractor achieves completion of the whole of the works prior to the Intended Completion date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus for every completed month which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 17.

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

51. Advance Payment

The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents.

51.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, or Liquidated Damages.

51.4. **Deleted**

52. Securities

52.1. The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum of 8% (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work.

53. Deleted

54. Cost of Repairs

- 54.1. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

55. Completion

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

56. Taking Over

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

57. Final Account

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

58. Operating and Maintenance Manuals

- 58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by dates stated in the Contract Data.
- 58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

- 59.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 59.2. Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
 - (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

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

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

When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2. above, the Engineer shall decide whether the breach is fundamental or not.

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

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

60. Payment upon Termination

- 60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor shall be a debt payable to the Employer.
- 60.2. If the Contract is terminated at the Employer’s convenience or because of a fundamental Breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance by the contractor and available at site, the reasonable cost of removal of Equipment, a repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s

costs of protecting and securing the Works and less advance payments received due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

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

62. Release from Performance

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

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR

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

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

2. COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major 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 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, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

- (a) Workmen Compensation Act 1923 :- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972 :- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker, (iii) (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Employer, if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948 :- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979 :- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965 :- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/ -per month only. The Act does not apply to certain establishments. The newly

set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) Industrial Disputes Act 1947 :- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946 :- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986 :- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979 :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948 :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

SECTION 4
CONTRACT DATA

CONTRACT DATA

**Clause Reference
With respect
to section 3**

Items marked "N/A" do not apply in this contract.

- | | | |
|----|--|----------------------------|
| 1. | The Employer is
Name :

Address:

Name of Employer's Representative | [Cl.1.1.] |
| 2. | The Engineer is

Name of Authorized Representative: | |
| 3. | Deleted | |
| 4. | The Defects Liability Period is 365 days from the date of completion. | [Cl. 1. 1&35] |
| 5. | The Start Date shall be _____ days for the date of issue of the Notice to proceed with the work. | [Cl.1.1.] |
| 6. | The Intended Completion Date for the whole of the Works is _____ months after start of work with the following milestones: | [Cl. 1.1,17&28] |
| | Milestone dates: | [Cl.1.2.2&49.1] |
| | Physical works to be completed. | Period from the start date |
| | Milestone 1 i.e. _____ | _____ months. |
| | Milestone 2 i.e. _____ | _____ months |
| | Milestone 3 i.e. _____ | _____ months |
| 7. | The Site is located at km..... | [Cl. 1.1] . |
| 8. | The name and identification number of the Contract is: | [Cl. 1.1] |
| 9. | The works consist of _____

_____ | [Cl. 1.1] |
| | _____The works shall, inter alia, include the following,
as specified or as directed: | |

(A) Head Works

Head works mean Dam, Barrage, Spillway, Spill Channel, Head-Regulator, Gates, Guide and Afflux Bundh and other works related to these works

Clearing, Selting-out, Stripping (in case of earthen dam), Cut-off Trench (in case of earthen dam), Earth work in Cut-off Trenches & dam fill, rip-rap, turfing, drains, Foundation excavation (in case of Concrete dam, Barrage, Spillway, Head Regulators), Concreting work in foundation & Super Structures, Plastering & Punning, Wing Walls & Return walls, Guide & Afflux Bundh etc. all related works connected with the Head Works. All aspect of quality assurance of various components of works, rectification of the defects in the completed works during defect liability period, submission of “As built drawing” & other item of works required to be carried out for completing the works in accordance with the drawings & provision of the contract to ensure safety.

(B) Canal Work

Canal Work means Construction of Main canal, Distribution, Water courses & filed channels.

Clearance, Selting out, Excavation of canal in Soil, Soft rock (with or without blasting), hard rock & making Spoil bank in proper section, Stripping & Scarifying the seat of embankment, making embankment as per drawing & specification, arrangement for watering & vibratory roller for Compaction, Turfing, drains making, lining works in canal, all aspect of quality assurance of various components of the works during defect liability period, Submission of “As built drawings” & any other related documents & other item of works may be required to be carried out for completing the works in accordance with the drawings & requirements & provision of the contract to ensure safety.

(C) Canals Structures

Such as Cross drainage works, Bridges, Escape Regulators & Escape Channels, Flumes and Canal outlets etc.

Site clearance, Setting out, provision for foundations, piers, abutment, troughs, bearing, pre-stressed/re-inforced concrete in foundation and super structures, wing walls & return walls. Cut-off and all related works as per requirement & drawings of these structures for safety of the structures etc; all aspects of quality assurances, clearing of site & handing over the works on completion; rectification of the defects during the Defect liability period & submission of “As built” drawings & other related documents.

(D) Others Items

Any other items as required to fulfill all contractual obligations as per the Bid documents.

10. The following documents also form part of the Contract: [Cl. 2.3(9)]

11. The law which applies to the Contract is the law of Union of India [Cl. 3.1]
12. The language of the Contract documents is English [Cl. 3.1]
13. Limit of subcontracting 50% of the Initial Contract Price [Cl. 7.1]
14. The Schedule of Other Contractors [Cl. 8]

Clause Reference
with respect to
Section 3

The Schedule of Key Personnel As per Annex.-II to Section I [Cl.9]
The minimum insurance cover for physical property, injury and death [Cl.13]
is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each
occurrence, contractor will pay additional premium necessary to make insurance valid for
four occurrences always.

Site investigation report. [Cl.14]

The Site Possession Dates shall be [Cl.21]

Deleted

Deleted

21. The period for submission of the programme for approval of Engineer [Cl.27.1]
shall be 21 days from the issue of Letter of Acceptance.

22. The period between programme updates shall be _____ days. [Cl.27.3]

The amount to be withheld for late submission of an updated [Cl. 27.3]
programme shall be Rs..... lakhs.

Deleted

25. The currency of the Contract is Indian Rupees. [Cl. 46]

26. The formula (e) for adjustment of prices are: [Cl. 47]

R = Value of work as defined in Clause 47.1 of Conditions of Contract

Adjustment for labour component

(i) Price adjustment for increase or decrease in the cost of labour shall be paid in accordance with the following formula.

$$V_L = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

V_L = Increase or decrease in the cost of work during the month under consideration due to change in the rates of labour.

L_0 = The consume price index for industrial workers for the state on 28 days preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

L_1 = The consumer price index for industrial workers for the state for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P_L = Percentage of Labour Component of the work.

Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_0) / C_0$$

V_c = increase or decrease in the cost of work during the month under consideration due to changes in rates for cement.

C_0 = The all India wholesale price index for cement on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

C_i = The all India average wholesale price index for cement for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

P_c = Percentage of cement component of the work

Adjustment for steel component

(iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_0) / S_0$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for steel

S_0 = The all India wholesale price index for steel (Bars and Rods) on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

P_s = Percentage of steel component of the work

Note : For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

**Clause Reference
with respect
to section 3**

Adjustment of POL (fuel and lubricant) component

(iv) Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula.

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

V_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricant.

F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 28 day prior to the date of opening of Bids.

F_1 = The official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of month of the under consideration.

P_f = Percentage of fuel and lubricant component of the work.

Note : For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

Adjustment of Other materials Component

(vi) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the month under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_o = The all India wholesale price index (all commodities) on 28 days preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

M_i = The all India wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract :-

1.	Labour – P_1	35%
2.	Cement – P_c	5%
3.	Steel – P_s	5%
4.	POL - P_f	5%
5.	Other Materials	50%
	Total	100%

**Clause reference
with respect
to Section 3**

- | | | |
|-----|--|---|
| 27. | The proportion of payments retained (retention money) shall be 9% from each bill subject to a maximum of 8% of final contract price. | [Cl. 48] |
| 28. | Amount of liquidated damages for delay in completion of works | <p><u>For Whole of work</u> [Cl.49]
(1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day.
<u>For _____ sectional completion (wherever specified, in item 6 of Contract Data)</u> (1/200)th of initial contract price rounded off to the nearest thousand per day.</p> |
| 29. | Maximum limit of liquidated damages for delay in completion of work. | <p>10 per cent of the Initial Contract Price rounded off to the nearest thousand.</p> <p>[Cl. 49]</p> |
| 30. | Amount of Bonus for early completion of whole of the works | <p>1 per cent of the Initial Contract Price (part of a month to be excluded), rounded off to the nearest thousand, per month.</p> <p>[Cl. 50]</p> |
| 31. | Maximum limit of bonus for early completion of work | <p>6 per cent of the Contract Price rounded off to the nearest thousand.</p> <p>[Cl. 50]</p> |

[C1.51&52]

3.2. The amounts of the advance payment are:

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
i. Mobilization	10% of the Contract price	On submission of unconditional Bank Guarantee, (to be drawn before the end of 20% of Contract period). The contractor may furnish four bank guarantees of 2.5% each, valid for full period.
ii. Equipment	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.	After equipment is brought to site (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.

33. Recovery of advance payment for mobilization and equipment: [Cl. 51.3]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the Contract Price or 6 (Six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 per cent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28.

34. Deleted.

35. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [Cl. 52]

Performance Security for 2 per cent of contract price plus Rs.
.....(to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.

**Clause reference
with respect
to Section 3**

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

- | | |
|--|------------|
| 36. The Schedule of Operating and Maintenance Manuals _____ N/A | [Cl. 58] |
| 37. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. | [Cl. 58] |
| 38. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs.....Lakhs. | [Cl. 58] |
| 39. The following events shall also be fundamental breach of contract:
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC." | [Cl. 59.2] |
| 40. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent. | [Cl. 60] |

SECTION 5
TECHNICAL SPECIFICATION

SECTION 6
FORM OF BID

FORM OF BID

Description of the Works:

BID

To :

Address :

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

(_____)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of* _____ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20.....

Signature _____ in the capacity of _____
duly authorized to sign bids for and on behalf of _____

(in block capitals or typed)

Address

Witness

Address

Occupation

SECTION 7
BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification for works as contained in PWD Code or Sinchai Hastak.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw. with a single rear mounted heavy duty ripper.

BILL OF QUANTITIES

SI No	Description of Item (with brief specification and reference to book of specification)	Quantity	Unit	Rate		Amount
				In Figures	In Words	

Note :

1. Item for which no rate or price has been entered in 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 (Refer : ITB Clause 13.2 and GCC Clause 43.3).
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a)].
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)].

SECTION 8
SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated __[date] for the construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer's Representative] (hereinafter called "the Employer's Representative") in the sum of _____ * for which payment well and truly to be made to the said Employer's Representative the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20__

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid Validity:

fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

does not accept the correction of the Bid Price pursuant to Clause 27.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

.SEAL _____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer's Representative]
_____ [address of Employer's Representative]

WHEREAS _____, _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

*An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer's Representative]
_____ [address of Employer's Representative]
_____ [name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, [name and address of Contractor] (herein after called "the Contractor") shall deposit with [name of Employer's Representative] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]*
_____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer's Representative] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]*
_____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer's Representative] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer's Representative] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal : _____

Name of Bank / Financial Institution : _____

Address; _____

Date:

*An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

Letter of Acceptance

(Letter head paper of the Employer's Representative)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

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

You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. _____ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
(Employer's Representative)

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 affected.

Issue of Notice to proceed with the work

(Letter head of the Employer's Representative)

_____ (Date)

To

_____ (Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the Contract for the construction of _____

_____ at a
Bid Price of Rs. _____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of Employer's Representative)

Agreement Form

Agreement

This agreement, made the _____ day of _____ 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 , at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows :

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.

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.

- (i) Letter of Acceptance
- (ii) Notice to proceed with the works;
- (iii) Contractor's Bid
- (iv) Condition of Contract: General and Special
- (v) Contract Data
- (vi) Additional condition
- (vii) Drawings
- (viii) Bill of Quantities and
- (ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to 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's Representative _____

Binding Signature of Contractor _____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 9
DRAWINGS

SECTION 10
DOCUMENTS TO BE FURNISHED BY BIDDER