

STANDARD BIDDING DOCUMENT
PROCUREMENT OF
CIVIL WORKS

PART II : FORMS

GOVERNMENT OF INDIA
MINISTRY OF SURFACE TRANSPORT
DEPARTMENT OF
ROAD TRANSPORT & HIGHWAY

STANDARD BIDDING DOCUMENT
PROCUREMENT OF
CIVIL WORKS

PART II : FORMS

GOVERNMENT OF KERALA

NATIONAL HIGHWAY

PROJECT

AGREEMENT NO

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK	CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work	
PERIOD OF SALE OF BIDDING DOCUMENT Online	From 15.07.2026 to 25.07.2026 ,17.00PM	
TIME AND DATE OF PRE-BID CONFERENCE	Date 21.07.2026	Time 11.00 A.M.
LAST DATE AND TIME FOR RECEIPT OF BIDS Online	Date 25.07.2026	Time 17.00 Hrs
*TIME AND DATE OF OPENING TECHNICAL BIDS	Date 28.07.2026	Time 11.00 AM
*TIME AND DATE OF OPENING FINANCIAL BIDS	To be Announced	
PLACE OF OPENING BIDS	Office of the Superintending Engineer,PWD,NH north circle,Kozhikode	
OFFICER INVITING BIDS	The Superintending Engineer, National Highway (North) Circle, Kozhikode	

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

INVITATION FOR BID
(IFB)

GOVERNMENT OF KERALA**2022-23****PROJECT****INVITATIONS FOR BIDS (IFB)****NATIONAL COMPETITIVE BIDDING****Date :** **15.07.2026****Bid No:** **02/2026-27/SE/NH/KKD/SN**

1. The **Superintending Engineer,PWD,NH north circle,Kozhikode** 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

<u>Package No.</u>	<u>Name of work</u>	<u>Approximate Value of work (Rs.)</u>	<u>Bid Security (Rs.)*</u>	<u>Cost of document (Rs.)</u>	<u>Period of Completion</u>
1	2	3	4	5	6
02/2024-25	CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work-	9,78,87,659/-	19,60,000/-	11,025/-+ 1985/-GST	18 months

2. Bidding documents (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.

3. 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 any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.

4. Bids must be delivered to on 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 held on at hrs. 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

Approximate Value of Work	Bid Security
* (i) upto Rs. 20 Crores -	@ 2% (Subject to a maximum of Rs.30 Lakhs)
(ii) Rs. 20 to 50 Crores -	@ 1 ½% (Subject to a maximum of Rs. 50 Lakhs)
(iii) Above Rs. 50 Crores -	@ 1%

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

SECTION 1
INSTRUCTIONS TO BIDDERS (Please refer Part I)
(ITB)
(to be filled in by Employer)

<u>APPENDIX to ITB</u> Clause Reference with respect to Section-I												
1.	Name of the Employer is The Chief Engineer, National Highway, Thiruvananthapuram.	[C1.1.1]										
2.	The last five years <table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td>2021</td><td>2022</td></tr> <tr><td>2022</td><td>2023</td></tr> <tr><td>2023</td><td>2024</td></tr> <tr><td>2024</td><td>2025</td></tr> <tr><td>2025</td><td>2026</td></tr> </table>	2021	2022	2022	2023	2023	2024	2024	2025	2025	2026	
2021	2022											
2022	2023											
2023	2024											
2024	2025											
2025	2026											
3.	This annual financial turn over amount is Rs. 3.92 Crore (Rupees Three point Two Nine Two Crore) (in words)	[C1.4.5A(a)]										
4.	Value of work is Rs. 9,78,87,659/- (Rupees Nine crore Seventy Eight lakh Eighty Seven Thousand Six Hundred and Fifty Nine only) (in words)	[C1.4.5A(b)]										
5.	Quantities of work are : As per BOQ Cement Concrete Cu.m. Earth Work Cu.m. WBM / WMM Cu.m. Bituminous Wrok Cu.m.	[C1.4.5A(c)]										
6.	The cost of electric work is Rs. Nil (in words)	[C1.4.5A(d)]										
7.	The cost of water supply / sanitary work is Rs. Nil											

		(in words)	[C1.4.5A(e)]
8.	Liquid assets and/or availability of credit facilities is Rs. 97.89 Lakhs (Rupees Nine Seven point Nine Five lakh only)	(in words)	[C1.4.5B(a)]
9.	Price level of the financial year 2022-2023		[C1.4.7]
10.	The pre-bid meeting will take place at venue) on (time and date)	(address of the	[C1.9.2.1]
11.	The technical bid will be opened Office of the Superintending Engineer, PWD, NH north circle, Kozhikode venue) on 28.07.2026 11.00 AM (time and date)	(address of the	
12.	Address of the Employer The Chief Engineer, National Highway, Thiruvananthapuram.		[C1.4.5(a)]
13.	Identification : - Bid for CRIF-2022-23 Re-Construction of Vengannur bridge across Gayathri river in Alathur - Maruthamthadam road in Palakkad District in the state of Kerala under Setu Bandhan-Bridge Construction-General Civil Work - Bid reference No. 02/2026-27/SE/NH/KKD (insert number) - Do not open before 25.07.2026, 11.00 AM (time and date)	(name of Contract)	[C1.19.2.(b)]
14.	The bid should be submitted latest by 25.07.2026, 17.00 Hrs date and time)		[C1.20.1(a)]
15.	The bid will be opened at Office of the Superintending Engineer, PWD, NH north circle, Kozhikode 28.07.2026, 11.00 AM (date and time)	(place) on	[C1.23.1]
16.	The Bank Draft in favour of The Superintending Engineer, National Highway (North) Circle, KOZHIKODE		

.	payable at Kozhikode	[C1.34.1]												
17	The name of Dispute Review Expert is Not Applicable.	[C1.36.1]												
18	Escalation factors (for the cost of works executed and financial figure to a common base value for works completed) <table><tr><td><u>Year before</u></td><td><u>Multiply factor</u></td></tr><tr><td>One</td><td>1.1</td></tr><tr><td>Two</td><td>1.21</td></tr><tr><td>Three</td><td>1.33</td></tr><tr><td>Four</td><td>1.46</td></tr><tr><td>Five</td><td>1.61</td></tr></table>	<u>Year before</u>	<u>Multiply factor</u>	One	1.1	Two	1.21	Three	1.33	Four	1.46	Five	1.61	
<u>Year before</u>	<u>Multiply factor</u>													
One	1.1													
Two	1.21													
Three	1.33													
Four	1.46													
Five	1.61													

SECTION 2
QUALIFICATION INFORMATION
(to be filled in by Bidder)

QUALIFICATION INFORMATION

The information to be filled by the Bidder in the following pages will be used for purpose of post qualification as provided for in Clause 4 of the Instructions of 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 20____ 20____β
work performance in the last five year ** 20____ 20____
in (Rs. Million) 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 work 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 are satisfied (in the same name and style) in the last five years:**

[illegible]

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

(A). Existing commitments and on-going works:

Description of work	Place & State	Contract No.	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 4.5A(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	Estimate 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.

[illegible]

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

Position	Name	Qualification	Year of Experience (General)	Year 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-Contract (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, auditor's 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 Bidders' bankers who may provide references if contracted 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 method 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.

(i) Affidavit

(ii) Undertaking

*** (iii) Update of original prequalification application

*** (iv) Copy of original prequalification application

*** (v) Copy of prequalification letter

* Delete, if prequalification has been carried out.

** Fill the Name of Consultant.

*** Delete, if prequalification 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 of 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 contract period.

(Signature)

Name of Bank

Senior Bank Manger

Address of the Bank

AFFIDAVIT

7. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
8. the undersigned also hereby certifies that neither our firm M/s. _____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
9. The undersigned hereby authorise(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.
10. 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.

(Singed by an Authorised 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.

(Singed by an Authorised Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3
CONDITIONS OF CONTRACT
(Please refer Part I)
(to be supplied by Employer)

SECTION 4
CONTRACT DATA
(to be filled in by Employer)

CONTRACT DATA

Clause Reference
With respect
to section 3

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

1. The Employer is [C1.1.1]
Name: The Chief Engineer,
Address: National Highway,
Thiruvananthapuram.
Name of authorized Representative (will be intimated later)
2. The Engineer is The Superintending Engineer,
National Highway (North) Circle,
Kozhikode
Name of Authorized Representative:
3. The Dispute Review Expert appointed jointly by the Employer and Contractor is: [C1.1.1]
*Name: Not Applicable
*Address: Not Applicable
4. The Defects Liability Period is ~~30 (THREE)~~ ^{5 (FIVE)} years from the date of completion. [C1.1.1&35]
5. The start date shall be 7 days from the date of issue of the notice to proceed with the work [C1.1.1]
6. The Intended Completion Date for the whole of the Works is [C1.1.1,17&28]
18 months after start of work with the following milestones:
Milestone dates: [C1.2.2&49.1]

Physical works to be completed	Period from the start date
Milestone 1 i.e. <u>30 % upto</u>	<u>06</u> months
Milestone 2 i.e. <u>60 % upto</u>	<u>12</u> months
Milestone 3 i.e. <u>100 % upto</u>	<u>18</u> months
7. The Site is located at km [C1.1.1]
8. The name and identification number of the Contract is: [C1.1.1]
9. The works consist of Reconstruction of bridge

_____. The works shall, inter alia, include the following as specified or as directed:

(A) Road Works

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

(B) Bridge Works

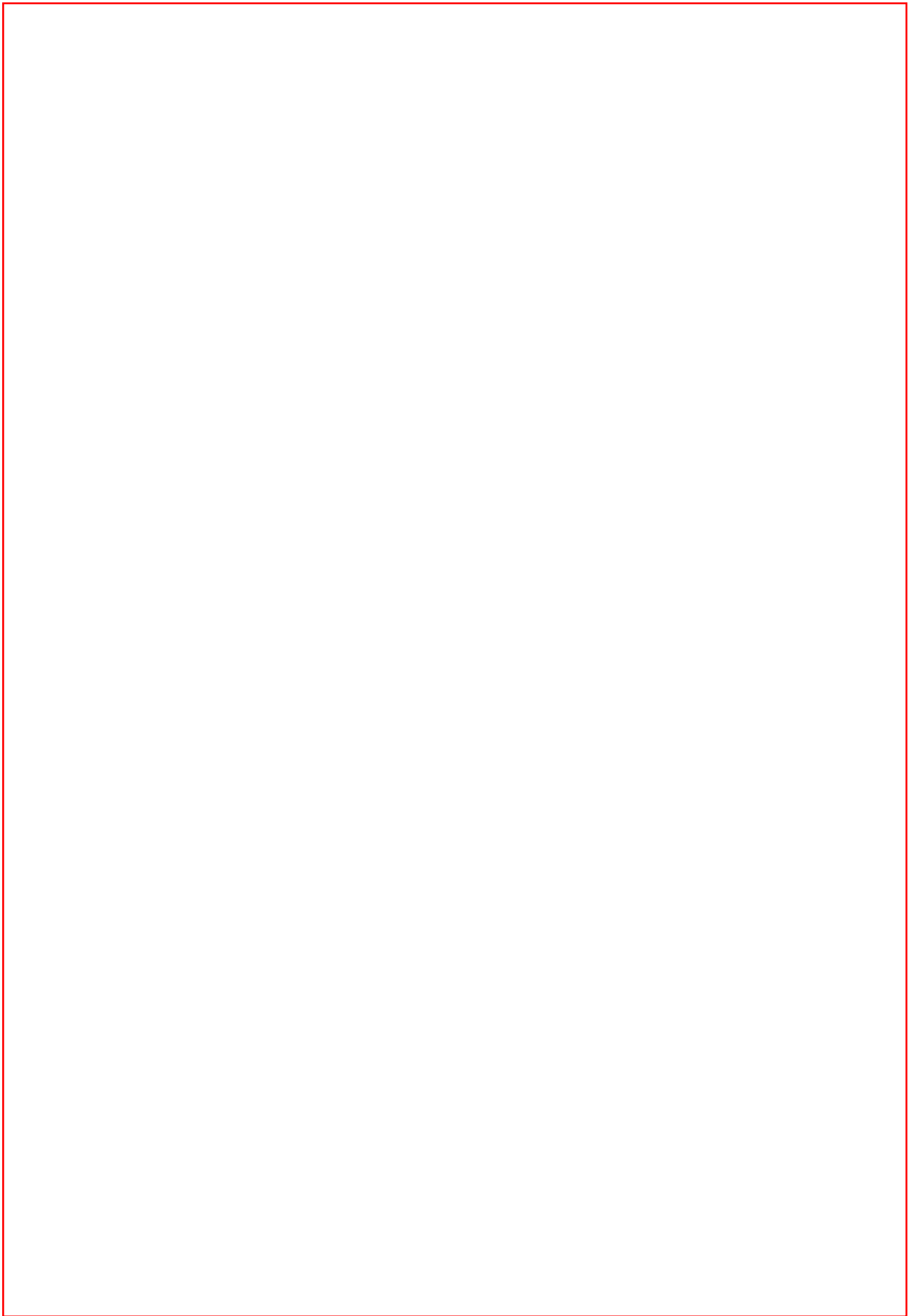
Site clearance; setting out, provision of foundations, piers abutments and bearings; prestressed/reinforced cement concrete superstructure; wearing coat, hand railings, expansion joints, approach slabs, drainage spouts/downtake pipes, arrangements for fixing light posts, water mains, utilities etc; provision of suitably designated protective works; providing wing/return walls; provision of road markings, road signs etc; all aspects of quality assurance; clearing the site and handing over the works on completion; rectification of the defects during the Defects Liability Period and submission of “As-built” drawings and other related documents; and other items of work as may be required to be carried out for completing the works in accordance with the drawings and the provisions of the contract and to Insure safety.

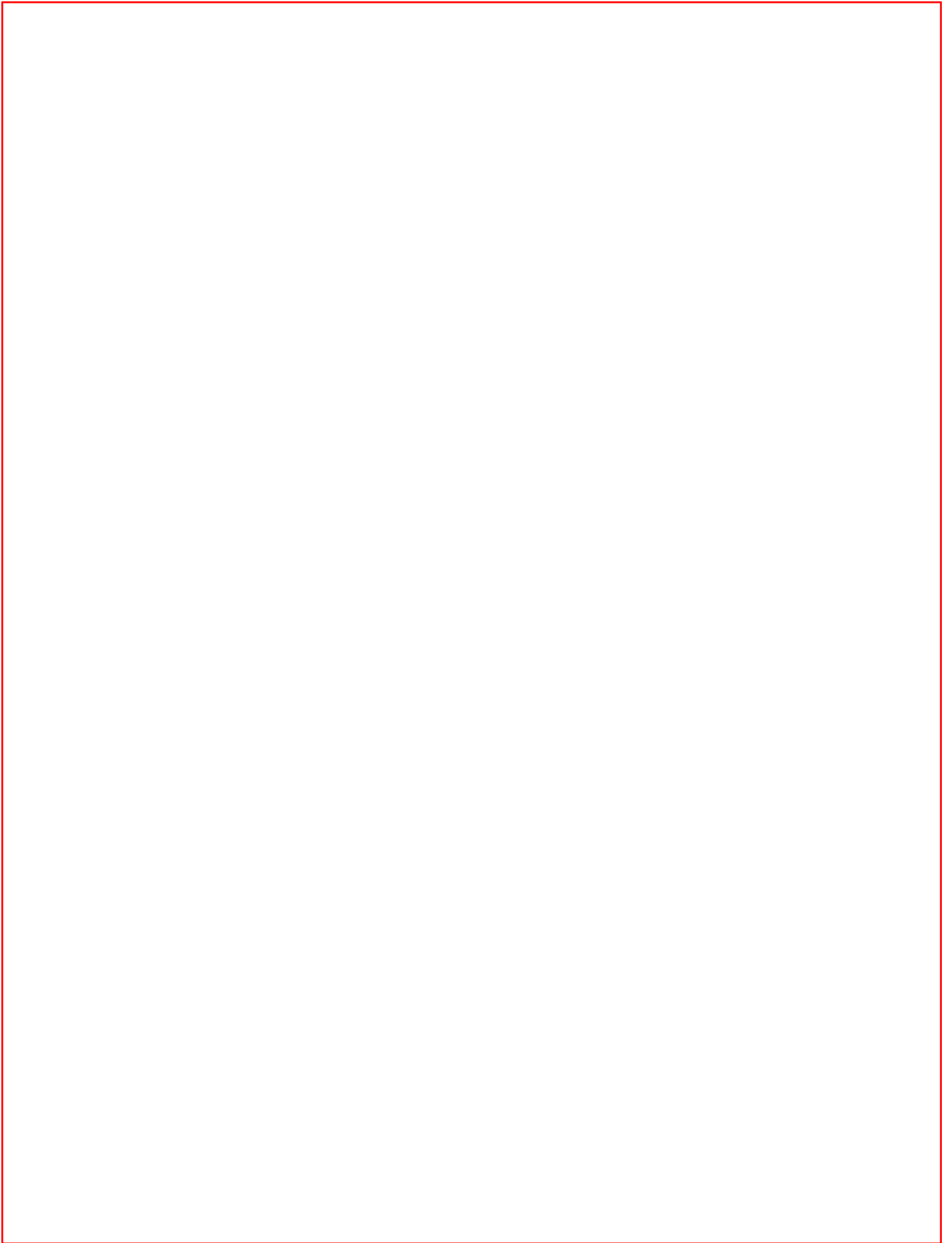
(C) Other Items

- | | | |
|-----|--|-------------|
| | Any other items as required to fulfill all contractual obligations as per the Bid documents. | [C1.1.1] |
| 10. | The following documents also form part of the Contract:
<div style="border: 1px solid red; padding: 2px;">All attachments, Form of nomination.</div> | [C1.2.3(9)] |
| 11. | The law which applies to the Contract is the laws of Union of India | [C1.3.1] |
| 12. | The language of the Contract documents is English | [C1.3.1] |
| 13. | Limit of subcontracting 50% of the Initial Contract Price | [C1.7.1] |
| 14. | The Schedule of Other Contractors | [C1.8] |
| 15. | The Schedule of Key Personnel As per Annex.-II to Section I
<div style="border: 1px solid red; padding: 2px;">(Attached separately)
Attachment</div> | [C1.9] |

	Clause Reference With respect to section 3
16. The minimum insurance cover for physical property, injury and death 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.	[C1.13]
17. Site investigation report	[C1.14]
18. The Possession Dates shall be	7 days from the date of issue of notice to proceed with the work. [C1.21]
19. Fees and types of reimbursabl Review Expert	[C1.25] Not Applicable
(To be inserted later)	
20. Appointing Authority for the Dispute Review Expert- Council, Indian Roads Congress, New Delhi.	[C1.26]
21. The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance.	[C1.27.1]
22. The period between programme updates shall be <u>90</u> days.	[C1.27.3]
23. The amount to be withheld for late submission of an updated programme shall be Rs. <u>one lakh only</u> lakhs	[C1.27.3]
24. The following events shall also be Compensation Events: Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document (i) Removal of underground utilities detected subsequently (ii) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil rock excavation, (iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor (iv) Artesian conditions (v) Seepage, erosion, landslide (vi) River training requiring protection of permanent work (vii) Presence of historical, archeological or religious structures, monuments interfering with the works (viii) Restriction of access to ground imposed by civil, judicial, or military authority	[C1.44]
25. The currency of the Contract is Indian Rupees.	[C1.46]

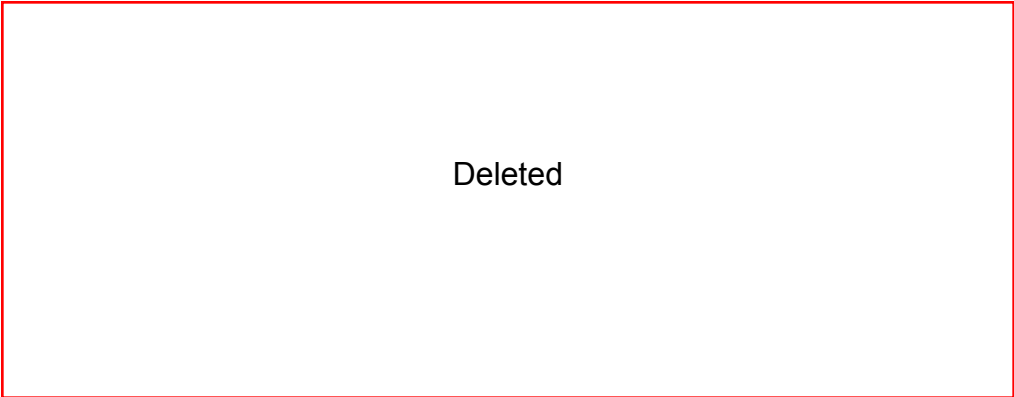
26. The formula (e) for adjustment of prices are:







- | | | |
|-----|---|---------|
| 27. | The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price. | [C1.48] |
| 28. | Amount of liquidated damages for delay in completion of works | [C1.49] |
| | <u>For Whole of work</u>
(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 for 5 km section, rounded off to the nearest thousand per day. | |
| 29. | Maximum limit of liquidated damages for delay in completion of work. | [C1.49] |
| 30. | | [C1.50] |



**Clause Reference
with respect
to section 3
[C1.50]**

31.

Deleted

32. The amount 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.

[C1.51&52]

ii. Equipment Deleted 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.

iii. Secured advance for non-perishable materials brought to site 75% of Invoice value

a) The materials are in accordance with the specification for Works;
b) Such material have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks;

c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;

d) The contractor has submitted with his monthly statement the estimated value of the material on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;

e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and

f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions).

33. Repayment of advance payment for mobilization and equipment: [C1.51.3]

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 instalment 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

**Clause Reference
with respect
to section 3**

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. | Repayment of secured advance: | [C1.51.4] |
| | The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C] have been incorporated into the Works. | |
| 35. | The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: | [C1.52] |
| | Performance Security for 5 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. | |
| | The standard form of Performance Security acceptable to the Employer shall be an <u>unconditional</u> Bank Guarantee of the type as presented in section 8 of the Bidding Documents. | |
| 36. | The Schedule of Operating and Maintenance Manuals
_____ N/A | [C1.58] |
| 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. | [C1.58] |
| 38. | The amount to be withheld for failing to supply “as built” drawings by the date required is Rs. _____ Lakhs. | [C1.58] |
| 39. | The following events shall also be fundamental breach of contract: “The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC”. | [C1.59.2] |
| 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 <u>20</u> per cent. | [3,C1.60] |

SECTION 5
TECHNICAL SPECIFICATIONS
(Attached)

SECTION 6
FORM OF BID

The bidders may submit the FORM OF BID separately (online)

The bidders may submit the FORM OF BID separately (online)

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.
4. 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.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

We accept the appointment of Shri _____ as the
Dispute Review Expert.

(OR)

We do not accept the appointment of Shri _____ as
the Dispute Review Expert and propose instead that Shri _____ be
appointed as
Dispute Review Expert, whose BIO-DATA is attached.

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

The bidders may submit the BILL OF QUANTITIES separately (online)

The bidders may submit the BILL OF QUANTITIES separately (online)

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 insofar 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 Road and Bridge Works published by the Ministry of Surface Transport (edition).
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

Sl.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
(to be filled by Bidder/Employer)

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] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly to be made to the said Employer 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:

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, if required; or
- (c) 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]
_____ [address of Employer]

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 thereunder 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]
_____ [address of Employer]
_____ [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] (hereinafter called “the Contractor”) shall deposit with _____ [name of Employer] 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/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] 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 thereunder or of any of the Contract documents which may be made between _____ [name of Employer] 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] 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.

**INDENTURE FOR SECURED ADVANCES
FORM 31**

(for use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the _____ day of _____, 20 _____
BETWEEN _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees _____ on the Security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on _____ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees _____ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows:

- (1) That the said sum of Rupees _____ so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

- (2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be any account be removed from the site of the said work except with the written permission of the Engineer or an officer authorized by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in performance or observance in any respect of any of the terms and provisions of the said agreement or

of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be re-

payable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the **Employer** in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the **Employer** to repay and pay the same respectively to him accordingly.

- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the **Employer** may at any time thereafter adopt all or any of the following courses as he may deem best :
- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.
 - (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall

be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

Letter of Acceptance
(Letterhead paper of the Employer)

_____(Date)

To _____

_____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of 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.

We accept/do not accept that _____ be appointed as the Adjudicator². 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 upto 28 days from the date of expiry of defects Liability Period i.e. upto _____ 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

Name of Agency

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

² To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the “Instructions to Bidders”.

Issue of Notice to proceed with the work

(Letterhead of the Employer)

To _____ (Date)

(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 _____

_____ 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 signatory
authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ between _____ (name and address of Employer) [hereinafter called “the Employer] and _____ (name and address of the 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 the cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be 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 _____
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 Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 9
DRAWINGS
(Attached)

SECTION10

DOCUMENTS TO BE FURNISHED BY BIDDER

(Attached)