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STANDARD BIDDING DOCUMENT PROCUREMENT OF CIVIL WORKS

PART II: FORMS

**Construction of RCC Drain at km 140, km 183, km 204 &
Guard/Toe wall of at Ch. 151+200 of NH-23 (New NH-143) under NH
Division, Gumla for the year 2025-26.**

[Job No. NH-23(New NH-143)/JHR/2026-27/14]



GOVERNMENT OF INDIA

MINISTRY OF SURFACE TRANSPORT
DEPARTMENT OF

ROAD TRANSPORT & HIGHWAY

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

PART II: FORMS

**Construction of RCC Drain at km 140, km 183, km 204 &
Guard/Toe wall of at Ch. 151+200 of NH-23 (New NH-143) under
NH Division, Gumla for the year 2025-26. [Job No. NH-23(New NH-
143)/JHR/2026-27/14]**

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GOVERNMENT OF JHARKHAND

NATIONAL HIGHWAY PROJECT

AGREEMENT NO. _____

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK :

PERIOD OF SALE OF :
BIDDING DOCUMENT

TIME AND DATE OF :
PRE-BID CONFERENCE

LAST DATE AND TIME FOR :
RECEIPT OF BIDS

*TIME AND DATE OF OPENING :
TECHNICAL BIDS

*TIME AND DATE OF OPENING :
FINANCIAL BIDS

PLACE OF OPENING OF BIDS :

OFFICER INVITING BIDS :

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

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Invitation for Bid
(IFB)
(to be filled by Employer)

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GOVT. OF JHARKHAND

NATIONAL HIGHWAY PROJECT

INVITATION FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING

e-Tender reference-

Dated:-

The undersigned, on behalf of the Governor of Jharkhand, invites item rate bids for the work mentioned in table below through e-procurement from eligible and approved contractors, registered in appropriate class with Road Construction Department, Government of Jharkhand. Those contractors who are not registered with Road Construction Department, Government of Jharkhand are also permitted to bid. However such contractors in event of award of work will perform have to get registered with Road Construction Department, Government of Jharkhand within a period of two months from date of award. The bid shall be submitted online in the website <http://jharkhandtenders.gov.in> . The bidder(s) should have necessary portal enrolment with their own Digital Signature Certificate: **TABLE**

Sl. No.	Name of the work	Approximate value of work (Rs.)	Bid Security (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5	6

Note:- Updated estimated cost and earnest money should be taken as mentioned in the website.

2. Period of availability of tenders online/date & time of bidding online/last date of seeking clarification/date of opening of tender papers are as given below-

Sl. No.	Procurement Officer	Place of Opening	Availability of tender online for bidding (Date and Time)		Date and time of Pre-Bid Meeting	Date & Time of opening of technical
			From	To		
1	2	3	4	5	6	9
1						

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. Tender Bid Document Fee (Cost of RFP document) which Rs. 10,000/- (Rupees Ten thousand only) shall be paid only through NTRP (Non –Tax Receipt Portal) Portal <https://bharatkosh.gov.in> to Pay & Accounts Officer (PAO: 034756 in “Regional Pay Accounts Officer [RPAO (NH), Kolkata code No. 034756 and DDO Code No. 202122 Purpose: Sale of Tender Documents.]. The GST of Rs. 1800/- (Rs. One Thousand Eight hundred only) applicable on the sale of tender document shall be submitted in the form of **Demand Draft** favoring “Regional Pay & Accounts Officer (NH), MORTH, Kolkata”, payable at Kolkata. Bids shall be submitted online on the website <https://eprocure.gov.in>
5. Bids shall be submitted online on the website <https://eprocure.gov.in>
6. A pre-bid meeting will be held on 25.06.2026 at 15.00 hours. in the Office Chief Engineer, Hostel No.-1, Dhurwa Ranchi-834004 to clarify the issues and to answer questions on any matter that may be raised at that stage in Clause 9.2 of the ‘Instructions to Bidders’ of the bidding document.
7. Other details can be seen in the bidding documents.

Executive Engineer

National Highway Division,

Approximate Value of work Bid Security

- | | |
|---------------------------|--|
| (i) Upto Rs. 20.00 Crores | @ 2% (Subject maximum of Rs 30 Lakhs) |
| (ii) Rs. 20 to 50 Crores | @ 1.5% (Subject to maximum of Rs.50 Lakhs) |
| (iii) Above Rs. 50 Crores | @ 1% |

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

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SECTION 1

INSTRUCTIONS TO BIDDERS (Please refer Part I)

(ITB)

(to be filled in by Employer)

Clause Reference
With respect to
Section-I

1. Name of the Employer is _____ [Cl. 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. _____ Crore [Cl. 4.5A(a)]
 _____ (in words)
4. Value of work is Rs. _____ [Cl. 4.5A(b)]
 _____ (in words)
5. Quantities of work are: [Cl. 4.5A(c)]

Cement Concrete _____	Cu. m.
Earth Work _____	Cu.m.
WBM/WMM _____	Cu.m.
Bituminous Work _____	Cu. m.
6. ~~Cost of electric work~~ is Rs. _____ [Cl. 4.5A(d)]
 _____ (in words)
7. ~~The cost of water supply/sanitary work~~ is Rs. _____ [Cl. 4.5A(e)]
 _____ (in words)
8. Liquid assets and/or availability of credit facilities is Rs. _____ [Cl. 4.5B(c)]
 _____ (in words)

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9. Price level of the financial year _____ [Cl. 4.7]
10. The pre-bid meeting will take place at _____ [Cl. 9.2.1]
_____ (time and date)
11. The technical bid will be opened at _____
_____ (time and date)
12. Address of the Employer _____ [Cl. 4.5(a)]
13. Identification [Cl. 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) [Cl. 20.1(a)]
15. The bid will be opened at _____ [Cl. 23.1]
(place) on _____ (time and date)
16. ~~The Bank Draft in favour of~~ _____ [Cl. 34.1]
~~payable at~~ _____
17. The name of Dispute Review Expert is _____ [Cl. 36.1]
18. Escalation factors (for the cost of works executed and
financial figure to a common base value for works completed)

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

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SECTION 2

QUALIFICATION INFORMATION

(to be filled in by Bidder)

Original

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_
20_-20_
20_-20_
20_-20_
20_-20_

1.3.1. Work performed as prime contractor, work performed in the past as a nominated subcontractor 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.

b Attach certificate from Chartered Accountant.

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#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: **

Year	Name of the work	Name of the Employer*	Quantity of work performed (cum)@ Remarks						Remarks* (indicate Contract Ref)
			Cement Concrete (including RCC & PCC)	Masonry	Earth Works	WB M	WMM	Bituminous Work	
19__ 19__									
19__ 19__									
19__ 19__									
19__ 19__									
19__ 20__									

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 Engineers)-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:

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.

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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)]

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*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 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 (REPLACED)

(ii) Undertaking (REPLACED)

*** (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.

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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 contract period.

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Original

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 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.
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 agree 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

Original

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

Original

SECTION 3

CONDITIONS OF CONTRACT

(Please refer Part I)

(to be supplied by the Employer)

Original

SECTION 4

CONTRACT DATA

(to be filled in by Employer)

CONTRACT DATA

Clause Reference
with respect to
section3

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

1. The Employer is [Cl.1.1]

Name:

Address:

Name of authorized Representative :-

Name of Authorized Representative:

3. The Dispute Review Expert appointed jointly by the Employer and [Cl.1.1]

Contractor is:

*Name : _____

*Address: _____

4. The Defects Liability Period is ____ 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 [Cl.1.1]
proceed with the work.

6. The Intended Completion Date for the whole of the Works is _____ [Cl.1.1, 17&28]
months after start of work with the following milestones:

Milestone dates: [Cl.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 [Cl. 1.1]

9. The works consist of _____ [Cl. 1.1]

2.

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

Original

Clause Reference
with respect
to section3

(A) Road Works: NA

(B) Bridge Works:

(C) Other Items

[Cl. 1.1]

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]

15. The Schedule of Key Personnel As per Annex.-II to Section I

[Cl. 9]

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Clause Reference
with respect
to section3

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. [Cl. 13]
17. Site investigation report [Cl. 14]
18. The Site Possession Dates shall be [Cl. 21]
19. Fees and types of reimbursable expenses to be paid to the Dispute Review Expert
(To be inserted later) [Cl. 25]
20. Appointing Authority for the Dispute Review Expert - Council, Indian Roads Congress, New Delhi. [Cl. 26]
21. The period for submission of the programme for approval of Engineer shall be 10 days from the issue of Letter of Acceptance. [Cl. 27.1]
22. The period between programme updates shall be 15 days. [Cl. 27.3]
23. The amount to be withheld for late submission of an updated programme shall be Rs. _____ lakhs. [Cl. 27.3]
24. The following events shall also be Compensation Events: [Cl. 44]
 - 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 to 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
25. The currency of the Contract is Indian Rupees. [Cl. 46]

26. The formula (c) 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 due to labour shall be paid in accordance with the following formula:~~

$$\Delta L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o$$

~~ΔL = increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.~~

~~L_o = the consumer 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_i = The consumer price index for industrial workers for the State for the 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:~~

$$\Delta C = 0.85 \times P_c / 100 \times R \times (C_i - C_o) / C_o$$

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

~~C_o = 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:~~

$$\Delta S = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o$$

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

~~S_o = 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~~

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~~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.~~

~~Adjustment of bitumen component~~

~~(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:-~~

$$\text{V}_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$

~~V_b = Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.~~

~~B_o = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.~~

~~B_i = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.~~

~~P_b = Percentage of bitumen component of the work~~

~~Adjustment of POL (fuel and lubricant) component~~

~~(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula: $V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$~~

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

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

~~F_i = 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 lubricants 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.~~

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Clause Reference
with respect
to section3

Adjustment for Plant and Machinery Spares Component

(vi) ~~Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:~~

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

~~V_p = Increase or decrease in the cost of work during the month under consideration due to changes in rates for plant and machinery spares~~

~~P_o = The all India wholesale price index for heavy machinery and parts on 28 days preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.~~

{Cl. 49}

~~P_i = The all India average wholesale price index for heavy machinery and parts for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.~~

~~P_p = Percentage of plant and machinery spares component of the work.~~

~~Note : For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.~~

Adjustment of Other materials Component

{Cl. 49}

(vii) ~~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:~~

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

{Cl. 50}

~~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.~~

{Cl. 51 & 52}

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

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Clause Reference
with respect
to section3

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

1.	Labour—P_l	25%
2.	Cement—P_e	5 %
3.	Steel—P_s	5 %
4.	Bitumen—P_b	10 %
5.	POL—P_f	5 %
6.	Plant & Machinery Spares—P_p	5 %
7.	Other materials—P_m	45 %
		Total 100%

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27. The proportion of payments retained (retention money) shall be 6% from [Cl. 48]
each bill subject to a maximum of 5% of final contract price.

28. Amount of liquidated damages for delay in completion of works

For Whole of work [Cl. 49]
(1/2000)th of the Initial
Contract Price, rounded
off to the nearest
Thousand, per day.

For sectional
completion (wherever
specified, in item 6 of
Contract Data) (1/200)th
of initial contract price
for 5 km section,
rounded off to the
nearest thousand per
day.

29. Maximum limit of liquidated damage for delay in completion of work.

10 per cent of the Initial [Cl. 49]
Contract Price rounded
off to the nearest
thousand.

30. Amount of Bonus for early completion of whole of the works

1 per cent of the Initial [Cl. 50]
Contract Price (part of a
month to be excluded),
rounded off to the nearest
thousand, per month.

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Clause Reference
with respect
to section3

31. Maximum limit of bonus for early completion of work 6 per cent of the Contract [Cl. 50]
Price rounded off to the nearest thousand.

32. The amounts of the advance payment are:

Nature of Advance	Amount (Rs.) Conditions [C1.51 &52] to be fulfilled
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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.
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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.
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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 materials 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.;
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- 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 materials 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: [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 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 section3

- 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: [CI. 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: [CI. 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 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 [CI. 58]
[CI. 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.
38. The amount to be withheld for failing to supply "as built" drawings by the date required is Rs. Lakhs. [CI. 58]
39. The following events shall also be fundamental breach of contract: [CI. 59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."
[3, CI. 60]
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.

Original

SECTION 5
TECHNICAL SPECIFICATIONS

(Attached)

Original

SECTION 6

FORM OF BID

(to be filled in by Bidder)

Original

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

As per BOQ

()

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.

Original

6. 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

Original

SECTION 7

BILL OF QUANTITIES

(Attached)

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 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.

Original

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)].~~

Original

SECTION 8

SECURITIES AND OTHER FORMS

(to be filled Bidder/Employer)

Original

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; 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.

Original

This Guarantee will remain in force up to and including the date _____

** days after 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.

Original

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.

Original

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 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] 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.

Original

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 expres-
sion 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 executive 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 a for said 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 Em-
ployer 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 execu-
tion 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 propriety 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 be 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 works 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 the 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 reply 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 utilise 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.

Original

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 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

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".

Original

Issue of Notice to proceed with the work
(Letterhead of the Employer)

_____ (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 signatory authorized to
sign on behalf of Employer)

Original

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 :

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all 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.

Original

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 _____

Original

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

Original

SECTION 9

DRAWINGS

(Attached)

Original

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER

(Attached)