GOVERNMENT OF GOA

PUBLIC WORKS DEPARTMENT

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

Name of work: Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa.

Approx. Value of work : Rs. 24,86,29,884.71 (Excluding GST)

District : South Goa

COMPLETE BIDDING DOCUMENT

Chief Engineer

(N.H. Roads & Bridges)

P.W.D.,

Altinho, Panaji-Goa

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

PART I: COMPLETE BIDDING DOCUMENT

GOVERNMENT OF GOA

NH (O)

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

I.	Name of Work	***Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa.***
1.	Period of Sale of Pre-Bidding Document	From 23/04/2026 Time:10.30 Hours. To 08/06/2026 Time:11.00 Hours.
2.	Time and Date of pre-bid Conference	Date ---------- Time:------- Hours (No Pre-bid meeting)
3.	Last Date and Time for receipt of bids	Date 08/06/2026 Time: 11.00 Hours.
4.	Time and date of opening of technical bids	Date 09/06/2026 Time:11.00 Hours.
5.	Time and date of opening of financial bids	TO BE ANNOUNCED ON WEBSITE
6.	Place of opening of bids	O/o The Superintending Engineer, CO-IX(NH), PWD, Altinho, Panaji, Goa
7.	Officer inviting bids	Executive Engineer, WD XIV(NH), PWD, Fatorda, Goa

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

INVITATION FOR BID

(IFB)

GOVERNMENT OF GOA
OFFICE OF THE EXECUTIVE ENGINEER
WORKS DIVISION-XIV(NH)
PUBLIC WORKS DEPARTMENT, FATORDA, GOA

HIGHWAY PROJECT
INVITATIONS FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING

Tender Notice No: 13/1/2026-27/PWD/WDXIV/NH/ASW/03 Date: 23/04/2026

The Ministry of Road Transport & Highways, Govt. of India through the Chief Engineer-NH, R&B, Public Works Department, Govt. of Goa is engaged in the development of National Highways and as part of this endeavour, it has been decided to undertake ***"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa.."***.

The Executive Engineer, Works Division-XIV(NH) on behalf of the Chief Engineer-NH,R&B, Public Works Department, Govt. of Goa and the MoRT&H now invites bids from eligible contractors for the following project:

TABLE

Sr. No	Name of Work	Approximate value of work (Rs.) excluding GST	Bid Security (Rs.)	Cost of Tender Document (Rs.)	Period of Completion
1	2	3	4	5	6
1	Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa.	24,86,29,884=71	49,72,598/-	10,000/-	274 days including monsoon.

1)	Period of document Download (Date & Time)	:-	23/04/2026 to 08/06/2026 (up to 11.00 Hrs IST)
2)	Last Date of Online Bid Submission & Time	:-	08/06/2026 up to 11.00 Hrs.
3)	Technical Bid Opening place, Date & Time	:-	On 09/06/2026 after 11.00 Hrs. in the O/o The Superintending Engineer, CO-IX(NH), PWD, Altinho, Panaji, Goa
4)	Place, Date & Time of Financial Bid Opening	:-	The Date & Time of opening of Financial bid will be notified later.

- Bid documents are available on: http://eprocure.gov.in/eprocure/app
- Bidders have to submit technical bid as well as Price bid online only on above e-procurement site.
- Submission of Bid fee receipt, Bid Security and other documents in hard copies to the mentioned address by R.P.A.D./Speed Post only & should reach **by 09/06/2026 before 11.00Hrs** at above address. The Authority shall not be responsible for any Postal delay.
- Right is reserved to reject any or all tenders without assigning any reason thereof by the Authority.

- Corrigendum, Addendum, if any, will be published online only.
- **The bidder shall quote the rates for the scheduled Estimated Cost put to tender excluding GST and GST as applicable shall be paid extra on the total cost of the work done.**
- **The bidder should upload online scanned copy of original valid GST Registration Certificate.**

Sd/-

Executive Engineer- XIV(NH), P.W.D

PROCEDURE UNDER E-TENDERING INSTRUCTION TO BIDDERS

Instructions for Online Bid Submission: -

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: http://eprocure.gov.in/eprocure/app.

REGISTRATION:

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /(n)Code / eMudhra etc.), with their profile.
5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

1) **There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.**
2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

1) **Bidder should take into account any corrigendum published on the tender document before submitting their bids.**
2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready with the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or ''Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

1) **Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.**
2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD or Bid Security as applicable and enter details of the instrument.
4) Bidder should prepare the EMD or Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Additional Instructions to Bidder

To participate for bidding, bidders have to pay **Rs.10,000/-** Tender fee to be submitted online through the portal "bharatkosh.gov.in" (receipt / document in support of online payment to be submitted online on eporcure.gov.in and original copy to be submission with hard copy of bid)

Bids shall be submitted online only at CPPP website: *https://eprocure.gov.in/eprocure/app.*
Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Not more than one tender shall be submitted by one contactor or contractors having business Relationship. Under no circumstance will father and his son(s) or other close relations who have Business relationship with one another (i.e when one or more partner(s)/director(s) are common) is allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website *https://eprocure.gov.in/eprocure/app* shall not tamper/modify the tender form including Downloaded price bid template in any manner. In case if the same is found to be Tempered/modified in any manner, tender will be completely rejected and EMD/Bid Security would be forfeited and tenderer is liable to be banned from doing business with Ministry of Road Transport and Highways.

Intending tenderers are advised to visit CPPP website *https://eprocure.gov.in/eprocure/app* regularly till closing date of submission of tender for any corrigendum /addendum/ amendment.

The envelope shall bear the submission address, Bid reference number with the heading of respective work as **"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa."**

Guidelines for depositing tender fee online through Bharatkosh portal

1. Tender fee shall be deposited ONLY online through the NTRP portal (Non- tax receipt payment) of the Government of India (bharatkosh.gov.in)
2. Tender fee paid through any other mode shall not be accepted and any such bid shall be summarily rejected.
3. The steps to be followed for online payment of tender fee –
   (i) Visit www.bharatkosh.gov.in
   (ii) Click on Non-Registered Users
   (iii) On the next page – fill the following details:
      (a) Depositor's category – Individual / Corporates as applicable
      (b) Click on the search icon in "PURPOSE"
      (c) In the page that follows –
         (i) Select – Road Transport & Highways for Ministry
         (ii) Then click on "SEARCH" button in the bottom of the page
         (iii) In the page that follows – for selecting "PURPOSE", look for and click on "Sale of Tender Documents" on page 2 of the list.
   (iv) Fill rest of the form as follows –
      Pay & Account Office (PAO Code) – 034650 – PAO(NH), Mumbai
      (a) Drawing & Disbursing Office (DDO Code) – 234652 – S.E.
      (b) Amount – **Rs. 10,000/-**
      (c) Remarks – Name of the Project & Name of NH Division
   (v) Click on "ADD"
   (vi) On the next page, after verifying details, click on "NEXT".
   (vii) On the next page, fill up Bidder details, and mode of payment – Either "ONLINE" or "SWIFT/NEFT/RTGS" as applicable.
   (viii) Click on "NEXT" to make payment & enter payment details.
   (ix) Save a copy of the payment receipt to enclose with bid.

BID SECURITY AND COST OF TENDER FEE IN ORIGINAL.

BID SECURITY AND BHARATKOSH Receipt towards COST OF TENDER FEE IN ORIGINAL shall be submitted **on or before 09/06/2026 before 11.00Hrs** through speed post / R.P.A.D. or in person in the following offices, failing which the tenderers bid will be treated as non-responsive and his technical bid will not be opened.

(i) O/o The Superintending Engineer, CO-IX(NH), PWD, Altinho, Panaji, Goa.

For any assistance on the use of Electronic Tendering System, the Users may call the below numbers.
Landline No. - 0120 - 4746889

Sd/-

Executive Engineer,
National Highway Division,
XIV(NH), P.W.D Fatorda Goa

SECTION 1

INSTRUCTIONS TO BIDDERS

(ITB)

Section 1: Instructions to Bidders

Table of Clauses

	Page No.
A. General	
1. Scope of Bid	13
2. Source of Funds	13
3. Eligible Bidders	13
4. Qualification of the Bidder	13
5. One Bid per Bidder	17
6. Cost of Bidding	17
7. Site Visit	17
B. Bidding Documents	
8. Content of Bidding Documents	17
9. Clarification of Bidding Documents	18
10. Amendment of Bidding Documents	19
C. Preparation of Bids	
11. Language of Bid	19
12. Documents Comprising the Bid	19
13. Bid Prices	20
14. Currencies of Bid and Payment	20
15. Bid Validity	20
16. Bid Security	21
17. Alternative Proposals by Bidders	22
18. Format and signing of Bid	22
D. Submission of Bids	
19. Sealing and marking of Bids	22
20. Deadline for submission of Bids	23
21. Late Bids	23
22. Modification and Withdrawal of Bids	23
E. Bid Opening and Evaluation	
23. Bid Opening	24
24. Process to be Confidential	25
25. Clarification of Financial Bids	25
26. Examination of Bids and Determination of Responsiveness	25
27. Correction of Errors	26
28. Deleted	26
29. Evaluation and Comparison of Financial Bids	26
30. Deleted	27
F. Award of Contract	
31. Award Criteria	27
32. Employer's Right to Accept any Bid and to Reject any or all Bills	27
33. Notification of Award and Signing of Agreement	27
34. Performance Security	28
35. Advance Payment and Security	28
36. Dispute Review Expert	28
37. Corrupt or Fraudulent Practices	28
38. Guideline to Contractor using the electronic tender system.	29

A. GENERAL

1. Scope of Bid

1.1. The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the work") detailed in the table given in IFB.The bidders may submit bids for any or all of the works detailed in the table given in IFB.

1.2. The successful bidder will be expected to complete the work by the intended completion date specified in the Contract data.

1.3. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of Funds

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

3. Eligible Bidders

3.1. This Invitation For Bids is open to all bidders.

3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

4. Qualification of the Bidder

4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2~~* In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of contract. These qualified bidders should submit with their bids any information updating their original prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section 2. A copy of the original prequalification application and letter of prequalification application and the letter of prequalification should also be furnished. With the updated information, the bids~~

~~* Deleted, if post-qualification is to be carried out.~~

~~must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidders shall also furnish the following information in section 2.~~

(1) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.
(2) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.
(3) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount.
(4) Power of attorney.
(5) Latest income tax clearance certificate from concerned department.

4.3* If employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section2:

(a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Total monetary value of construction work performed for each of the last five years'

(c) Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on these contracts;

(d) Major items of construction equipment proposed to carry out the Contract;

(e) Qualifications and experience of key site management and technical personnel proposed for Contract;

(f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

(g) Evidence of access to line(s) of credit and availability of other financial resources facilities (10% of contract value), certified by the Bankers (Not more than 3 months old)

(h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of work.

(i) Authority to seek references from the Bidder's bankers;

(j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;

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

(k) Proposals for subcontracting components of the works amounting to more than 10per cent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed); and

(l) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones *(for all contracts over Rs. 5 Crore)*.

~~4.4 Bids from joint-ventures are acceptable (Refer MORT&H guidelines dt. 27/11/2009 – placed at 65/C – Refer para 2.7)~~

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

~~(a) Achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) amount indicated in appendix in any one year (usually not less than two and a half times the estimated annual payments under the contract.)~~

~~(b) satisfactory completed (not less than 90% of contract value), as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all items of work described in the bid documents, provided further that all other qualification criteria are satisfied) at least **one similar work** of value not less than amount indicated in Appendix (usually not less than 50% estimated value of contract)~~

~~(c) Executed in any one year, the minimum quantities of the following items of work as indicated in Appendix.~~

~~-- cement concrete (including RCC & PSC) Cum.~~
~~-- Earthwork in both excavation & embankment~~
~~(Combined quantities). Cum.~~
~~-- GSB Cum~~
~~-- …….. Cum~~
~~-- …….. Cum~~
~~(usually 80% of the expected peak rate of construction)~~

~~(d) The contractor or his identified sub-contractor should posses required valid electrical license for executing the building electrification works and should have executed similar electrical works for a minimum amount as indicated in Appendix in any one year.~~

(e) ~~The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have~~

executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one year.

B. Each bidder should further demonstrate:

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

NOTE: (To be included for bids valued over Rs. 5 Crore).

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works, in accordance with the prescribed construction schedule are shown in the **Annexure-I.**

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

(b) availability for this work of personnel with adequate experience as required, as per **Annexure-II.**

(c) liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix.
(Credit lines/letter of credit/certificates from Banks for meeting the funds requirements etc. - usually the equivalent of the estimated cash flow for 3 months in peak construction period)

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

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5(A) above.

4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

Where

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

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

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

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works*

~~*listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.*~~

~~4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have :~~

~~- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or~~

~~- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or~~

~~- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.~~

Clause 4.4 to 4.8 Deleted and Amended vide MORT&H Letter No. RW/NH-24035/4/2008-P&M/PIC Dated 27.11.2009 & 16.03.2010 (Section 11)

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

Content of Bidding Documents

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

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

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

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

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which the received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2. Pre-bid meeting

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

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

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

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

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

10. Amendment of Bidding Documents

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

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

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

C. PREPARATION OF BIDS

11. Language of the Bid

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

12. Documents Comprising the Bid

12.1 The bid to be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

Part I shall be named "Technical Bid" and shall comprise

(i) Bid security in the form specified in Section 8.
(ii) Qualification Information and supporting documents as specified in Section 2.

(iii) Certificates, undertakings, affidavits as specified in Section 2.

(iv) Any other information pursuant to Clause 4.2 of these instructions.

(v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.

(vi) Acceptance/non-acceptance of Dispute Review Expert proposed in Clause 36.1.

Part II shall be named "Financial Bid" and shall comprise

(i) Form of Bid as specified in Section 6.

(ii) Priced Bill of Quantities for items specified in Section 7.

~~Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.~~

12.2. The bidder shall prepare two copies of the bid , marketing them 'Original' and 'Copy' respectively.

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

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

13. Bid Prices

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2. The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities alongwith total bid price (both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

13.3. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.4*The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account (For contracts upto 12 months period)

OR

13.4*The rate prices quoted by the bidder are subject to adjustment during the performance of the contract in accordance with the provision of clause 47 of the conditions of contract (For contracts more than 12 months period). **CHIEF ENGINEER TO DECIDE BEFORE ISSUE**.

14. Currencies of Bid and Payment

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

15. Bid Validity

15.1 Bids shall remain valid for a period not less than **120 days** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3*~~In the case of contracts in which the contract price is fixed (not subject to price adjustment), in the event that the employer requests and the bidder agrees to an extension of the validity period the contract price, if the Bidder is selected for award shall be the bid price corrected as follows:~~

~~The price shall be increased by the factor of 0.2% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful bidder.~~

15.4. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

16. **Bid Security**

16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of **Executive Engineer, Works Div.XIV(NH), PWD,Fatorda-Goa** as named in Appendix and may be in one of the following forms:

(a) Receipt in challan of cash deposit in the Govt. Treasury in India.

(b) Deposit-at-call Receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.

(c) Indian Post Office/National Savings Certificate duly endorsed by the competent postal authority in India.

(d) Bank Guarantee from any scheduled Indian Bank, in the format given in Volume III.

(e) Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.

16.2 Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid security may be forfeited

(a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;

(b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Performance Security.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

The bidder shall submit both the Technical Bid & the Financial Bid by online mode by scanning & uploading on the etender website *https://eprocure.gov.in/eprocure/app*

The bidder shall also submit the Hard copy of the uploaded Technical Bid in the Office of the Chief Engineer (NH, R&B), PWD, Altinho, Panaji, Goa within the stipulated time.

The tenders shall be opened online only in the office of the Superintending Engineer, CO-IX(NH), PWD, Altinho, Panaji, Goa.

~~18.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders,* bound with the volume containing the "Technical Bid" and "Financial Bid" in separate parts and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.~~

~~18.2. The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.~~

~~18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.~~

D.SUBMISSION OF BIDS

19. Sealing and Marking of Bids

The bidder shall submit both the Technical Bid & the Financial Bid by online mode by scanning & uploading on the etender website *https://eprocure.gov.in/eprocure/app*

The bidder shall also submit the Hard copy of the uploaded Technical Bid in the office of Chief Engineer (NH, R&B), PWD, Altinho, Panaji, Goa within the stipulated time.

The tenders shall be opened online only in the office of the Executive Engineer, Div-XIV(NH), PWD, Fatorda-Goa.

~~19.1 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the~~

inner envelope marked "ORIGINAL" and "COPY" shall contain within it two separate sealed envelopes marked "Technical Bid" and "Financial Bid" with additional markings as follows:

-- Original or Copy, as the case may be

-- Technical Bid : To be opened on at 10:30 hrs. to at 17:30 hrs. (Date of Technical Bid opening) in the presence of Evaluation Committee.

-- Financial Bid: Not to be opened except with the approval of Evaluation Committee.

The contents of Technical and Financial Bids will be as specified in clause 12.1

19.2 The inner, outer, and separate envelopes containing Technical and Financial Bids shall

(a) Be addressed to the Employer at the address given in Appendix

(b) Bear the identification as indicated in Appendix.

19.3. In addition to the identification required in Sub-Clauses 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Evaluation Committee declares the bid as non responsive pursuant to Clause 23.

19.4. If the outer envelope is not sealed and marked as, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of the Bids

20.1 Complete Bids (including Technical and Financial) must be received by the Employer online at the address specified in IFB, not later than the date indicated in appendix.

20.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

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

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.

22.2. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "**MODIFICATION"** or **"WITHDRAWAL"**, as appropriate. he submission of modified bid if any shall also be by online mode only.

22.3. No bid may be modified after the deadline for submission of Bids except in pursuance of Clause 23.

22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

E. BID OPENING AND EVALUATION

23. Bid Opening

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

23.2. The Technical Bid uploaded as "**WITHDRAWAL**" shall be opened first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3. The "Technical Bid" shall be opened and the amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the bidder will be disqualified and the bid will be considered as "**non responsive**".

23.4.(i)Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

(ii)After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.

(iii)The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid (usually on the 21st day of opening of the Technical Bid)

(iv)Immediately (usually within 3 or 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.5 If, as a consequence of the modifications carried out by the bidder in response to sub-clause 23.4, the bidders desire to modify their financial bid, they will submit the modification in separate sealed envelope so as to reach the Employer's address (refer sub-clause 19.2) before the opening of the financial bid as intimated in the clarification letter (refer Sub-Clause 23.4).

23.6 At the time of opening of "Financial Bid", by online mode the names of the bidders who are found responsive in accordance with Clause 23.4(iv) will be announced.

The bids of only these bidders will be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

23.7. In case bids are invited in more than one package, the order for opening of the **"Financial Bid"** shall be that in which they appear in the **"Invitation For Bid".**

23.8. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.

24. Process to be Confidential

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

25. Clarification of Financial Bids

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer, at his discretion, may ask any Bidder for clarification of his Bid, including breakdowns of unit rates.The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid(a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bill of quantities, technical specifications, and drawings.

26.2. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

27.1 "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the rates in words will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:

(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;

(b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6(b).

28 Deleted

29 Evaluation and Comparison of Financial Bids

29.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) making any correction for errors pursuant to Clause 27; or

(b) making an appropriate adjustment for any other acceptable variations, deviations; and

(c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 23.6.

29.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

29.4 The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

29.6 A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30. Deleted

F. AWARD OF CONTRACT

31. Award Criteria

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined.

(i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and

(ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The Contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

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

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contract in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

34.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **3%** of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

--a bank guarantee in the form given in Section 8; or

--certified Cheque/Bank Draft as indicated in Appendix.

34.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

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

35. Advance Payment and Security

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

36. Dispute Review Expert

36.1 The Employer proposes that (name of proposed Dispute Review Expert as indicated in Appendix) be appointed as Dispute Review Expert under the Contract, at a daily fee as indicated in Appendix plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Dispute Review Expert, the Dispute Review Expert shall be appointed by the Council of Indian Roads Congress at the request of either party.

37. Corrupt or Fraudulent Practices

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

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

APPENDIX to ITB
Clause Reference
With respect to Section-I.

QUALIFICATION CRITERIA

(Amended as per enclosed Ministry's Circular No.24035, dt.27/11/2009)

1. Name of the Employer is **CHIEF ENGINEER (NH, R&B) Public Works Department, Altinho, Panaji – Goa.** [Cl.1.1]

2. The last five years

   2020-2021

   2021-2022

   2022-2023

   2023-2024

   2024-2025

3. This average annual financial turn over amount is **Rs.994.52 Lakhs (Rupees Nine Hundred and Ninety Four Lakhs & Fifty Two Thousand only)** .....[Cl. 2.6.3 (a)] Amended

4. Successfully completed at least one highway contract of value at least of **Rs. 994.52 Lakhs (Rupees Nine Hundred and Ninety Four Lakhs & Fifty Two Thousand only)**

[Cl. 2.6.3(b)] Amended

5. Quantities of work are : [Cl. 4.5A(c)]

Cement Concrete	_____ Cum
Earth work	_____ Cum
GSB	_____ Cum
WMM	_____ Cum
B.M.	_____ Cum
SDBC	_____ Cum

DELETED

6. ~~The cost of electric work is Rs. _____ [Cl. 4.5A(d)]~~

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

8. Liquid assets and/or availability of credit facilities is **Rs. 248.62 Lakhs (Rupees Two Hundred and Forty Eight Lakhs Sixty Two Thousand only)……**[Cl. 2.6.6] Amended

9. Price level of the financial year **2024-25**…….. [Cl. 2.6.2]

10. The pre-bid meeting will take place at Office of the: **No pre-bid Meeting.** [Cl. 9.2.1]

11. The technical bid will be opened at Office of the **Office of the Superintending Engineer, CO-IX(NH), PWD, Altinho, Panaji, Goa.**

12. Address of the Employer: The **Chief Engineer(NH,R&B),Public Works Department, Altinho, Panaji – Goa.** [Cl. 4.5(a)]

13. Identification : [Cl.19.2(b)]

Bid for

"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa."

-Bid reference No. **13/1/PWD/WDXIV(NH)/ASW/2026-27/03 Date:23/04/2026** .

-Do not open before **09/06/2026 at 11.00hrs**

14. The bid should be submitted through E-tendering latest **by 08/06/2026 at 11.00 hrs.**

[Cl.20.1(a)]

15. The technical bid will be opened at **Office of the Superintending Engineer, CO-IX(NH), PWD, Altinho-Goa** on **09/06/2026 at 11.00hrs.**

[Cl. 23.1]

16. The Bank Draft in favour of Executive Engineer PWD Division XIV(NH) Fatorda Margao, Goa [Cl.34.1]

17. The name of Dispute Review Expert is The **Chief Engineer (NH,R&B), PWD, Altinho,Panaji Goa** [Cl.36.1]

18. Escalation factors (for the cost of works executed and financial figure to a common base value for works completed)

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

ANNEXURE -I

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

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

Sl.	Type of Equipment	Maximum age as on 1.6.2000 (Years)	Contract Package size		
			Upto Rs.30 Crores	Rs.31.50 Crores	Rs.51 Crores & above
1	Motor Grader	5	2	3	5
2	Dozer	5	1	1	2
3	Front end Loader	5	1	2	3
4	Smooth Wheeled Roller	5	1	2	3
5	Vibratory Roller	5	1	1	2
6	Hot Mix Plant with Electronic Controls (minimum 80-100 TPH Capacity)	5	1	1	2
7	Paver Finisher with Electronic Sensor	5	1	1	2
8	Water Tanker	3	2	3	4
9	Bitumen Sprayer	6-7	1	1	2
10	Tandem Roller	5	1	2	2
11	Concrete Mixes with Integral Weigh Batching facility	5	1	1	1
12	Concrete Batching and Mixing Plant (Minimum Capacity 15m/hour)	5	-	-	1
	Total		14	18	29

DELETED & AMMENDED

As ammended vide MORTH Letter Dated 27.11.2009 & 16.03.2010 Section-11

ANNEXURE -II

List of Key Personnel to be deployed on Contract Work

[Reference Cl. 4.5(B)(b)]

Sl. No	Personnel	Qualification	Contract Package size		
			Upto Rs. Crores	Rs.31.50 Crores	Rs.51 Crores & above
1	Project Manager	B.E. Civil+15 Years Exp. (5 years as Manager)	1 No.	1 No.	1 No.
2	Site Engineer	B.E.Civil+10 years Exp. (5 years Road Construction	1 No.	2Nos.	4 Nos.
3	Plant Engineer	B.E. Mech. 15 Years Exp. Dip. Mech. + 15 years Exp.	1 No.	1 No.	2 Nos.
4	Quantity Surveyor	B.E.Civil+7 years Exp. Or Dip. Civil+10 years Exp.	1 No.	1 No.	2Nos.
5	Soil & Material Engineer	B.E. Civil+10 years Exp.	1 No.	1 No.	2 Nos.
6	Surveyor Engineer	B.E. Civil+5 years Exp. Or Dip. Civil + 8 years Exp.	1 No.	1 No.	2 Nos.
	Total		6	7	13

DELETED & AMMENDED

As ammended vide MORTH Letter Dated 27.11.2009 & 16.03.2010 Section-11

SECTION 2

QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for the 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 Engineer Construction #

2020-2021

2021-2022

2022-2023

2023-2024

2024-2025

Work performed in the last five years** (` in crores)

2020-2021

2021-2022

2022-2023

2023-2024

2024-2025

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

Project Name	Name of the Employer	Description of work	Contract No.	Value of contract (Rs. Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for dealy & work Completed

---

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

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

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: **~~

Year	Name of the work	Name of the Emplo-yer*	Quantity of work performed (cum) @ Remarks						Remarks* (indicate contract Ref)
			Cement Concrete (including RCC & PCC)	Masonry	Earth work	WBM	WMM	Bituminou work	
2017-2018									
2018-2019									
2019-2020									
2020-2021									
2021-2022									

As ammended vide MORTH Letter Dated 27.11.2009 & 16.03.2010 Section-11

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 Emplo-yer	Value of Cont-ract (Rs. Crore)	Stipulated Period of Comple-tion	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 works	Place & State	Name & Address of Employer	Estimated value of works (` in crores)	Stipulated Period of Comple-tion	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 2.6.5]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3(d) of the Instructions to Bidders.

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

1.6. Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 2.6.4]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of Experience in the proposed position
Project Manager				
Etc.				

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

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

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

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

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

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

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

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

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

_____

1.13. Proposed work 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 fulfil 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 AVALABILITY 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

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 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.

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

_____

(Signed by an 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 upto 25% of the value of the work during implementation of the Contract.

_____

(Signed by an Authorised Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

SECTION 3

CONDITIONS OF CONTRACT

Conditions of Contract

Table of Contents

A. General	Page No.
1. Definitions	44
2. Interpretation	45
3. Language and Law	46
4. Engineer's Decisions	46
5. Delegation	46
6. Communications	46
7. Sub-contracting	46
8. Other Contractors	47
9. Personnel	47
10. Employer's & Contractor's Risks	47
11. Employer's Risks	47
12. Contractor's Risks	47
13. Insurance	47
14. Site Investigation Reports	48
15. Queries about the Contract Data	48
16. Contractor to Construct the works	48
17.The Works to be completed by The Intended Completion Date	48
18. Approval by the Engineer	48
19. Safety	48
20. Discoveries	48
21. Possession of the Site	49
22. Access to the Site	49
23. Instructions	49
24. Disputes	49
25. Procedure for Disputes	49
26. Replacement of Dispute Review Expert	50
B. Time Control	51
27. Programme	51
28. Extension of the Intended Completion Date	51
29. Deleted	52
30. Delays Ordered by the Engineer	52
31. Management Meetings	52
32. Early Warning	52

C. Quality Control	Page No.
33. Identifying Defects	53
34. Tests	53
35. Correction of Defects	53
36. Uncorrected Defects	53
D. Cost Control	
37. Bill of Quantities	54
38. Changes in the Quantities	54
39. Variations	54
40. Payments for Variations	54
41. Cash Flow Forecasts	55
42. Payment Certificates	55
43. Payments	55
44. Compensation Events	56
45. Tax	57
46. Currencies	57
47. Price Adjustment	57
48. Retention	57
49. Liquidated Damages	58
50. Bonus	58
51. Advance Payment	59
52. Securities	59
53. Deleted	59
54. Cost of Repairs	59
E. Finishing the Contract	
55. Completion	60
56. Taking Over	60
57. Final Account	60
58. Operating and Maintenance Manuals	60
59. Termination	60
60. Payment upon Termination	61
61. Property	62
62. Release from Performance	62
F. Special Conditions of Contract	62

CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

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

The **Adjudicator** (synonymous with **Dispute Review Expert**) is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

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

Compensation Events are those defined in Clause 44 hereunder.

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

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the works. Till the completion of Defects Liability period. It consists of the documents listed in Clause 2.3 below.

* amendment attached dt.12-04-2012

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

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

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

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

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

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

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

The **Employer** is the party who will employ the Contractor to carry out the Works.

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

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

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

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

Material are all supplies, including consumable, used by the contractor for incorporation in the Works.

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

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

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

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

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

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

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

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

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

2. Interpretation

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

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

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

1. Agreement

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

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

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

6. Communications

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

7. Sub-contracting

7.1. The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors

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

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (by a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Plant and Materials;

(b) loss of or damage to Equipment;

(c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and

(d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

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

14. Site Investigation Reports

14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

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

16. Contractor to Construct the Works

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

17. The Works to be completed by the Intended Completion Date

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

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Works.

18.3. The Engineer's approval shall not alter the Contractor's responsibility for Design of the Temporary Works.

18.4.The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

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

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to

notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the Start of the relevant activities and this will be compensation Event.

22. Access to the Site

22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

23. Instructions

23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the Site is located.

23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.

24. Disputes

24.1. If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken the decision shall be referred to the Dispute Review Expert within 14 days of the notification of the Engineer's decision.

25. Procedure for Disputes

25.1. The Dispute Review Expert (Board)* shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2. The Dispute Review Expert (Board)* shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Dispute Review Expert. Either party may give notice to the other to refer a decision of the Dispute Review Expert to an Arbitrator within 28 days of the Dispute Review Expert's written decision. If neither party refers the dispute to arbitration within the next 28 days, the Dispute Review Expert's decision will be final and binding.

---

*Dispute Review Expert to be provided for works costing upto Rs.50 Crores.
Dispute Review of Board of three members (One from Employer, One from contractor and One to be nominated by IRC Council and agreed by the representative members of Employer and Contractor) for works costing more than Rs. 50 Crores.

25.3. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

26. Replacement of Dispute Review Expert

26.1. Should the Dispute Review Expert resign or die, or should the Employer and the Contractor agree that the Dispute Review Expert is not fulfilling his functions in accordance with the provisions of the Contract, a new Dispute Review Expert will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Dispute Review Expert shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. TIME CONTROL

27. Programme

27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

27.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

28.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 21 days communicate to the

Engineer the acceptance or otherwise of the Engineer's decision. If the Employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Review Expert under Clause 24.1.

29. Deleted

30. Delays Ordered by the Engineer

30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the work.

31. Management Meetings

31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2. The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

33. Identifying Defects

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

34. Tests

34.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be Compensation Event.

35. Correction of Defects

35.1. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

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

D. COST CONTROL

37. Bill of Quantities

37.1. The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

37.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering,

(a) justification for rate adjustment as furnished by the contractor,

(b) Economies resulting from increase in quantities by way of reduced plant, equipment, and overhead costs.

(c) Entitlement of the contractor to compensation events where such events are caused by any additional work.

38.2. The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

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

39. Variations

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

40. Payments for Variations

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

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

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

40.4. If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

41. Cash Flow Forecasts

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

42. Payment Certificates

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

42.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data (Secured Advance).

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

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

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

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

43. Payments

43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at 12% per annum.

43.2. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1. The following are Compensation Events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.

(c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(e) The Engineer does not approve of a subcontract to be let, within 15 days.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the site.

(g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.

(j) The effect on the Contractor of any of the Employer's Risks.

(k) The Engineer unreasonably delays issuing a Certificate of Completion.

(l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decided whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3. As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The

Engineer will assume that the Contractor will react competently and promptly to the event.

44.4. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

46. Currencies

46.1. All payments shall be made in Indian Rupees.

47. ~~Price Adjustment~~

~~**47.1** Contract price shall be adjusted for increase or decrease in rates and price of labour , materials, fuels and~~ [50] ~~in accordance with following principles and procedures and as per formula given in the contract data.~~

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

~~(b) The price adjustable shall be determined during each month from the formula given in the contract data.~~

~~(c) Following expression and meaning are assigned to the work done during each month:~~

~~R=Total value of work during the month. It would include the amount of secured advance granted, if any, during the month, less the amount of secured advance recovered, if any during the month. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.~~

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

48. Retention

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

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

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

49. Liquidated Damages

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

49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

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

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

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

50. Bonus

~~50. If the contractor achieve completion of the whole of the works prior to the intended completion date prescribed in contract data the employer shall pay to the contractor a sum stated in contract data as bonus for every completed month which shall elapse between the date of completion of all items of work as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in clause 17.~~

~~For the purpose of calculation bonus payments, the time given in the bid for completion of the whole of the works is fixed and unless otherwise agreed, no~~

~~adjustments of the time by reason of grating an extension of time pursuant to clause 28 of any other clause of these conditions will be allowed. Any period falling short of a complete month shall be ignored for the purpose of computing the period relevant for the payment of bonus.~~

51. **Advance Payment**

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

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

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

51.4. Secured Advance

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

52. **Securities**

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

53. **Deleted**

54. **Cost of Repairs**

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

E. FINISHING THE CONTRACT

55. **Completion**

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

56. **Taking Over**

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

57. **Final Account**

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

58. **Operating and Maintenance Manuals**

58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2. Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

(b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;

(c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;

(e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: [54] practice" means the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and include collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition".

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

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

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

60. Payment upon Termination

60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

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

62. Release from Performance

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

F. SPECIAL CONDITIONS OF CONTRACT

1. <u>LABOUR</u>

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

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

2. <u>COMPLIANCE WITH LABOUR REGULATIONS:</u>

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ bye laws/ Acts/ Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

a) **Workmen Compensation Act 1923**:-The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) **Payment of Gratuity Act 1972**:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) **Employees P.F. and Miscellanoues Privison Act 1952**:- The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
(i) Pension or family pension on retirement or death, as the case may be.
(ii) Deposit linked insurance on the death in harness of the worker.
(iii)Payment of P.F. accumulation on retirement/death etc.

d) **Maternity Benefit Act 1951**:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) **Contract Labour (Regulation & Abolition) Act 1970**:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Laws. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.

f) **Minimum Wages Act 1948**:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

g) **Payment of Wages Act 1936**:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

h) **Equal Remuneration Act 1979**:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) **Payment of Bonus Act 1965**:- The act is applicable to all establishments employing 20 or more employees. The act proved for payment of annual bonus subject to a maximum of 8.33% of wages and maximum of 20 % of wages to employment getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

J) **Industrial Disputes Act 1947**:- The Act lays down the machinery and procedure for resolution of Industrial Disputes, in what situations as strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) **Industrial Employment (Standing Orders) Act 1946**:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) **Trade Unions Act 1926**:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

m) **Child Labour (Prohibition & Regulation) Act 1986**:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

n) **Inter State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979** :- The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant Workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996**:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

p) **Factories Act 1948** :- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

4. ARBITRATION (GCC Clause 25.3)

The procedure for arbitration will be as follows:

25.3(a)In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Council, Indian Roads Congress.

(b)The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The Third Arbitrator shall be chosen by the Two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the *Council, Indian Roads Congress.

(c)If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the *Council, Indian Roads Congress shall appoint the arbitrator. A certified copy of the order of the Council, Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

(d)Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(e)The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(f)Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

SECTION 4

CONTRACT DATA

CONTRACT DATA

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

Clause Reference With respect to section 3

1. The Employer is [Cl. 1.1]

   Name : **The Chief Engineer (NH, R&B), PWD, Panaji**

   Address : **Goa**

   Name of authorized Representative (Will be intimated later)

2. The Engineer is **Executive Engineer, WDXIV(NH), PWD, Fatorda-Goa**

   Name of Authorized Representative: **Executive Engineer**

3. The Dispute Review Expert appointed jointly by the Employer and Contractor is:

   ……..[Cl. 1.1] *Name: **Chief Engineer(NH,R&B),PWD**,

   *Address: **PWD, Altinho, Panaji-Goa.**

4. The Defects Liability Period is as per amendment attached dt.12-04-2012 from the date of completion is **three years**. [Cl.1.1 &35]

5. The Start Date shall be **15** days for the date of issue of the Notice to proceed with the work. [Cl. 1.1]

6. The Intended Completion Date for the Whole of the Works **274 days** after start.

of work with the following milestones:	[Cl. 1.1,17 & 28]
Milestone dates:	[Cl. 2.2 & 49.1]
Physical works to be completed	Period from the start date
Milestone 1 50%	Within 140 days
Milestone 2 100%	Within 274 days

7. The Site is located at **Canacona Bypass.** [Cl. 1.1]

8. The name and identification number of the Contract is: As per IFB. [Cl. 1.1]

9. The work consists of **the items as per BOQ.** The work shall, inter alia, include the following, as specified or as directed.

Clause Reference With respect to section 3

(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, lay byes; 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 designed 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 ensure safety of Vehicular Underpass (VUP).

(C) Other Items

Any other items as required to fulfill all contractual obligations as per the Bid documents. [Cl. 1.1]

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

    Royalty and other latest Revisions.

11. The law which applies to the Contract is the law of Union of India. [Cl.3.1]

12. The language of the Contract documents is English [Cl.3.1]

13. Limit of subcontracting 50% of the Initial Contract Price [Cl. 7.1]

14. The Schedule of Other Contractors. [Cl.8]

		Clause Reference With respect to section 3
15.	The Schedule of Key Personnel As per Annex.-II to Section I	[Cl. 9]
16.	The minimum insurance cover for physical property, injury and death is `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 **15 days** from the date of issue of the Notice to proceed with the work	[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 21 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 **2.00 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, archaeological 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]

Clause Reference

With respect to section 3

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

~~R = Value of work as defined in Clause 47.1 of conditions of contract~~

~~Adjustment for Labour component~~

~~(i) Price adjustment for increase or decrease in the coast due to labour shall be paid in accordance with the following formula.~~

~~V_L = $0.85 \times P_1/100 \times (L_i - L_o)/L_o$~~

~~V_L = 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 28days 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 component of the work.~~

~~P_1 = Percentage of Labour component of the work.~~

~~Adjustment for cement component~~

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

~~$V_C = 0.85 \times P_C/100 \times R \times (C_1 - C_0)/C_0$~~

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

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

~~C_1 = 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 of steel component~~

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

~~$V_S = 0.85 \times P_S \times /100 \times R \times (S_1 - S_0)/S_0$~~

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

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

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

P_S= Percentage of steel component of the work.

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

Adjustment of bitumen component

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

$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$

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 LOC 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 LOC depot at nearest center for the 15^{th} 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 LOC 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 15^{th} 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.

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.

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. [Cl. 49]

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.

(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: [Cl. 49]

$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$ [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. [Cl. 50]

M_i = The all India average 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.plant and machinery spares component of the work.

~~Clause Reference With respect to section 3~~

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

~~1.~~	~~Labour - P_1~~	~~25%~~
~~2.~~	~~Cement - P_c~~	~~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%~~

27. The proportion of payments retained (retention money) shall be 10% from each R.A. Bill subject to 5% of the final contract value. [Cl. 48]

28. Amount of liquidated damages for delay in completion of works — For Whole of work (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. [Cl. 49]

29. Maximum limit of liquidated damages for delay in completion of work. — 10 per cent of the Initial Contract Price rounded off to the nearest thousand. [Cl. 49]

~~30~~ ~~Amount of Bonus for early completion of whole of the work~~ — ~~1 per cent of the Initial Contract Price (part of a month to be excluded), rounded off to the nearest thousands, per month.~~ ~~[Cl.50]~~

			Clause Reference With respect to section 3
~~31~~	~~Maximum limit of bonus for early completions of work~~	~~6 per cent of the Contract Price rounded off to the nearest thousand.~~	~~[Cl.50]~~

32. The amounts of the advance payment are : [Cl. 51& 52]

As amended on Ministry's letter dated 1.4.2011

	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.~~ *~~As amended on Ministry's letter dated 1.4.2011~~*
~~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.~~
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.; 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 [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 percent of the Contract Price or 6 (six) months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 20 percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to clause 17 and 28.

Clause Reference With respect to section 3

34. Repayment of secured advance: [Cl. 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 [Cl. 52] equivalent as a percentage of the Contract Price:
Performance Security for **3 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 [Cl. 58]

37. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl. 58]

38. The amount to be withheld for failing to supply "as built" drawings by the date required is **Rs.1.00lakh**. [Cl. 58]

39. The following events shall also be fundamental breach of contract: [Cl. 59.2]
"The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC".

40. The percentage to apply to the value of the work not completed [3, Cl.60] representing the Employer's additional cost for completing the work shall be 20 per cent.

SECTION 5

TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR ROAD & BRIDGE WORKS

VTH REVISION 2013 PUBLISHED BY MORT&H

THROUGH INDIAN ROAD CONGRESS

SECTION 6

FORM OF BID

FINANCIAL BID

No part of Financial Bid should be revealed directly or indirectly in Technical Bid.

NOTE: Financial Bid to be opened only of those Bidders who are qualified in Technical Bid.

Part II Financial Bid

FORM OF BID

Description of the work:

"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa."

BID to : **The Chief Engineer (NH, R&B), PWD, Altinho, Panaji, Goa.**

Address : **O/o The Chief Engineer (NH, R&B), PWD, Altinho, Panaji, Goa.**

1. We offer to execute the work 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

(_____OFFER AS PER ONLINE SUBMISSION_____)

2. We undertake, if our Bid is accepted, to commence the work 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 *** 120 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.
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 capital or typed)

Address

_____

_____

Witness

_____

_____

Address

_____

_____

Occupation

_____

_____

(NOTE: Should be included in BOQ & is a part of BOQ)

SECTION 7

BILL OF QUANTITIES

(As per Online Mode)

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 Item 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 29of 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 for the work: Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa.

S. No.	Item No.	Descriptions of Item	Qty.	Unit	Rate	Amount
1	2	3	4	5	6	7
1		**ONLINE MODE**				
2						
3						
4						
5						
6						
7						
8						
9						
10						

Executive Engineer,
Works Division
XIV(NH),
Fatorda - Goa

Note: The Bidder has to quote for for all items or the Bid will be taken as **"non responsive"**

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer: ITB Clause 13.2 and GCC Clause 43.3).

2. Unit rates and prices shall be quoted by the bidder in Indian rupee (ITB Clause 14.1)
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a)]
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)].

SECTION 8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS _____(name of Bidder) (hereinafter called "the Bidder") has submitted his Bid dated _____ (date) for the work of **"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa."**

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:

(I) If after Bid opening the Bidder withdrawas 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 refused 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 of 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, **(120+45) = 165 (Date)** days ie up to 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] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____ dated _____ to execute **"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa."** 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 of the Works to be performed there under or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

Signature and Seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

---

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

AMENDED BANK GUARANTEE FOR ADVANCE PAYMENT ATTACHED AS ADDENDA.

~~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.~~

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 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 Advance 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:

That the said sum of Rupees _____ so advanced by the Employer to

(1) 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 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 Contract 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 percent 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 competion of the said works on behalf of the contractor in accordance with the provision 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 there of 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 **"Special Repairs involving Elastomeric & anti carbonation painting of 3 Nos of major bridges including replacement of pedestrian railings. Installation of 2 Nos MS staircases for pedestrian access to the bridge along Canacona bypass and construction of store shed on NH-66 in the state of Goa."** vide IFB No.13/1/PWD/WDXV(NH)/ASW/2026-27/ Date: (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 Bidders[1] is hereby accepted by our agency.

We accept/do not accept that _____ be appointed as the Adjudicator[2]. 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)

_____(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)

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.

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 an Authorised Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

SECTION 9

DRAWINGS

If not uploaded, the bidder shall inspect the same in the Office of the Executive Engineer during Office hours i.e. Monday to Friday 9:30am to 5:30pm

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER

SECTION 11

MORT & H MEMO NO. RW/NH-24035/4/2008-P&M/PIC

DATED 27.11.2009, DATED 16.03.2010, DATED 21.05.2010

AND

MEMO NO. RW/NH-11065/4/2012-P&M(PT-II) DT. 12.04.2012

130.79

Government of India
Ministry of Road Transport & Highways
(PIC Zone)

Transport Bhavan,
No. 1, Parliament Street,
New Delhi-110 001

No. RW/NH-24035/4/2008-P&M/PIC

Dated the 27th November, 2009

To

The Secretaries and Engineers-in-Chief/Chief Engineers (National Highways), State Public Works Departments, Union Territories (dealing with National Highways and other Centrally Financed Schemes); Director General (Works), Central Public Works Department; Director General Border Roads; The Chairman, National Highways Authority of India; Regional Officers/ Engineer Liaison Officers of MoRTH

Sub: Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes – Modifications in the procedures.

Sir,

With developmental activities on National Highways having increased manifolds in recent years, the need for building capacity in the construction industry has come in sharp focus, particularly in the small and medium segment. One of the handicaps in the area is complete bar on participation of Joint Ventures for projects costing upto Rs. 100 crore as per the existing bidding procedure. It has been decided after careful consideration to permit joint ventures to participate in bids for projects costing more than Rs. 25 crore in all States other than North Eastern Region and J&K, where this threshold shall be Rs. 15 crore, subject to conditions contained in this circular.

2. It has also been experienced that many contracts face problems due to poor cash flow of the contractors. Even though the prevailing bidding procedures insist upon the contractors demonstrating the evidence of access to 10% of the project cost, the poor cash flow of contractors continues to affect the progress of the projects. It has, therefore, been decided that not withstanding the existing provision, a financial partner in the Joint Venture (JV), who need not have any technical qualification but should pitch in with financial support to the JV, may be permitted. Member(s) of the JV, other than the financial member, should collectively meet all the experience requirements.

3. It has also been observed that pre-qualification process as per existing guidelines consumes considerable time. It has, therefore, been decided that two stage bidding process (prequalification in the first stage) shall be adopted only for projects costing Rs. 100 crore and above. Accordingly, single stage bidding process under two cover system (technical bid and financial bid) shall henceforth be followed for all projects costing between Rs. 5 crore and Rs.100 crore. It may, however, be ensured that before the date fixed for opening of the financial bids, those bidders, who do not meet the qualification criteria and therefore are not eligible for consideration of their financial offer, are intimated about their non-eligibility and requested for collection of their sealed financial bid envelope.

4. In view of the above, the following existing circulars of the Ministry as well as the Standard Bidding Document circulated vide circular No. RW/NH-24020/2/99-PIC dated the 4th September, 2000 shall stand amended as follows: -

(i) **Prequalification of contractors** (circular no. RW/NH-37011/9/98-DO.I dated the 10th June, 1998)

Para 2.6 and 2.7 of the document (Invitation for Prequalification) enclosed with above circular shall be substituted by new para 2.6 and 2.7 as per Annex I.

(ii) **Standard Bidding Document**

(a) Clause 4.4 shall stand deleted.

(b) Clause 4.5 to 4.8 shall stand amended as per qualification criteria stated above and given in Annex I.

(iii) **Procedure for invitation and evaluation of bids** (circular no. RW/NH-11024/1/94-DO I dated the 15th June, 1994 and circular no. RW/NH-24020/2/99-PIC dated the 21st December, 2000)

The provisions of these circulars shall stand amended to the extent that single stage bidding process under two covers shall be followed for all projects costing between Rs. 5 crore and Rs.100 crore and two stage bidding process (prequalification in the first stage) shall be adopted only for projects costing Rs. 100 crore and above as stated in para 3 above. Further, the composition of the committees for evaluation of technical and financial bids shall be as under:

(A) Projects costing more than Rs. 5 crore and upto Rs. 50 crore:

(i)	Engineer-in-Chief of the concerned State PWD / equivalent	- Chairman
(ii)	Chief Engineer (National Highways) in the State concerned	- Member
(iii)	Regional Officer, M/o Road Transport & Highways dealing with the State concerned	- Member
(iv)	Superintending Engineer (concerned NH Circle), State PWD	- Member Secretary

(B) Projects costing more than Rs.50 crore:

(i)	Chief Engineer, M/o Road Transport & Highways dealing with the State concerned	- Chairman
(ii)	Chief Engineer (National Highways) in the State concerned	- Member
(iii)	Regional Officer, M/o Road Transport & Highways dealing with the State concerned	- Member
(iv)	Representative of Finance Division of M/o Road Transport & Highways	- Member
(v)	Superintending Engineer, M/o Road Transport & Highways dealing with the State concerned	- Member Secretary

5. For the purpose of application of above instructions, the cost of the project shall be taken as the value of the work put to tender. It may, however, be remembered that splitting of a sanctioned work is not permitted as per extant instructions.

6. The above instructions may be brought to the notice of all concerned for immediate compliance for works on National Highways and Centrally Financed Schemes of this Ministry.

Yours faithfully,

Encl: As Above

(A. K. Srivastava)
Superintending Engineer (PIC)
For Director General (Road Development) & Special Secretary

Annex I

2.6 QUALIFICATION CRITERIA

2.6.1. Qualification will be based on Applicant's meeting all the following minimum pass/fail criteria regarding the Applicant's general and particular experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application (specified requirements for joint ventures are given under para 2.7 below). Subcontractors' experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in paragraphs 2.6.4, 2.6.5, 2.6.6 and 2.6.9 below.

2.6.2. Base Year and Escalation

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

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

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

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

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

2.6.3. General Experience

The Applicant shall meet the following minimum criteria:

(a) Average annual turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) over the last five years of 40 per cent of the value of contract/contracts applied for.

(b) Experience in successfully completing or substantially completing at least one contract of highway (road and/or bridge works)/airport runway of at least 40 per cent of the value of proposed contract within the last five years.

The works may have been executed by the Applicant as prime contractor or as a member of joint venture or sub contractor. As sub contractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a joint venture, weightage towards experience of the project would be given to each joint venture in proportion to their participation in the joint venture.

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

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

2.6.4. Personnel Capabilities

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

S. No.	Position	Total experience (years)	In similar works (Years)	As manager of similar works (Years)
(1)	Project Manager			
(2)	Other positions			
(Suggested lists is given in Annexure-I)				

2.6.5. Equipment Capabilities

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

S. No.	Equipment type and characteristics	Minimum number required.
(1)		
(2)		
(3)		
(Suggested list given in Annexure-II)		

2.6.6. Financial Position

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

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

2.6.8. Litigation History

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

2.6.9. Bid Capacity

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

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

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

Annexure-I

Minimum key personnel for contract

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

Annexure-II

List of Plant & Equipment to be Deployed on Contract Work

Sl. No.	Type of Equipment	Maximum Age as on	Upto Rs. 50 million	Rs. 51-200 Million	Rs. 201-500 Million	Rs. 501-1000 Million & above
1.	Tipper Trucks	5	6	10	15	20
2.	Motor Grader	5	2	2	3	4
3.	Dozer	5	1	1	1	2
4.	Front end Loader	5	2	2	2	4
5.	Smooth Wheeled Roller	5	2	2	3	4
6.	Vibratory Roller	5	2	2	2	3
7.	Hot Mix Plant with Electronic Controls (Minimum 8200 TPH Capacity)	5	1	1	1	2
8.	Paver Finisher with Electronic Sensor	5	1	1	1	2
9.	Water Tanker	5	3	3	4	5
10.	Bitumen Sprayer	5	1	1	1	2
11.	Tandem Roller	5	1	1	1	1
12.	Concrete Mixers with Integral Weigh Batching facility	5	2	2	1	2
13.	Concrete Batching and Mixing Plant (Minimum Capacity - 15 m³/hour)	5	-	-	1	1
14.	Concrete paver capable of paving 7.5m width in one single pass including all accessories. Such as automatic dowel bar insertor, integral vibratory system and electronic sensors ancillary equipment for applying curing compound, joint cutting etc.	5	-	-	-	1
15.	Concrete Batching and Mixing plant with automatic control (minimum 100 cum/hour)	5	-	-	-	1
		Total	24	28	36	54

Government of India
Ministry of Road Transport & Highways
(PIC Zone)

Transport Bhavan,
No. 1, Parliament Street,
New Delhi-110 001

No. RW/NH-240[illegible]/2008-P&S I (P)

Dated the 16th March, 2010

To

The Secretaries and Engineers-in-Chief/Chief Engineers (National Highways), State Public Works Departments, Union Territories (dealing with National Highways and other Centrally Financed Schemes); Director General (Works), Central Public Works Department; Director General Border Roads, The Chairman, National Highways Authority of India; Regional Officers / Engineer Liaison Officers of MoRTH

Sub: Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes – addendum to Circular of even number dated 27th November, 2009.

Sir,

I am directed to enclose herewith addendum to Circular of even number dated 27th November, 2009.

2. The contents of this addendum may please be brought to the notice of all concerned officers in your State. This issues with the approval of the Competent Authority.

Yours faithfully,

Encl: As Above.

(A. K. Srivastava)
Superintending Engineer (PIC)
For Director General (Road Development) &
Special Secretary

Amendment to Circular No. RW/NH-24035/4/2008-P&M/PIC dated the 27th November, 2009

Ref. No.	For	Read
A (i)	Engineer-in-Chief of the concerned State PWD / equivalent	Chief Engineer, Ministry of Road Transport & Highways dealing with the State concerned
A (ii)	Chief Engineer (National Highways) in the State concerned	No change
A (iii)	Regional Officer, M/o Road Transport & Highways dealing with the State concerned	Regional Officer / ELO, M/o Road Transport & Highways dealing with the State concerned
A (iv)	Superintending Engineer (concerned NH Circle), State PWD	Superintending Engineer (concerned NH Circle) / Executive Engineer (concerned NH Division), State PWD
Annex-II Sl.No. 7	Hot Mix Plant with Electronic Controls (Minimum 8200 TPH Capacity)	Hot Mix Plant with Electronic Controls (Minimum 80 to 100 TPH Capacity)
Annex-II Sl.No. 15	Concrete Batching and Mixing plant with automatic control (minimum 100 cum/hour)	Concrete Batching and Mixing plant with automatic control (minimum 30 cum/hour)

Government of India
Ministry of Road Transport & Highways
(EAP Zone)

NH-24035/4/2008-P&M/PIC -EAP

dated 13.11.2014

To

1. The Principal Secretaries/ Secretaries of all States / UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
2. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States / UTs dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
3. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-10.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi – 110 075.

Sub: Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes – Modifications in the procedures.

Sir,

Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes were issued vide Ministry's circular dated 27.11.2009 and amended vide addendum dated 16.03.2010 & 21.05.2010. The matter has since been reviewed in the Ministry in the light of performances and outcomes observed in the past years and following has been decided with the approval of the competent authority.

(i) Bids / RFQ for the works costing upto Rs. 100 crores may be invited by state PWD /BRO using the requisite bidding document & procedure applicable for subject work.

(ii) Bids/ RFQ for the works costing more than Rs. 100 crores shall be invited in the Ministry by the concerned Superintending Engineer of the project zone/ Regional Officer of the Ministry / Project Director PIU of the Ministry in the state.

(iii) The opening and evaluation of Bids / RFQ shall be done by the evaluation committee as mentioned below:

(A) Projects costing more than Rs. 5 crore and up to Rs. 25 crore:

(i)	Chief Engineer (National Highways) of the concerned State PWD / equivalent	-	Chairman
(ii)	Regional Officer, M/o Road Transport & Highways dealing with the State concerned	-	Member
(iii)	Superintending Engineer (concerned NH Circle), State PWD	-	Member
(iv)	Executive Engineer (concerned NH Circle), State PWD	-	Member Secretary

(B) Projects costing Rs. 25 crore and up to Rs. 100 crore:

(i)	Chief Engineer (National Highways) of the concerned State PWD / equivalent	-	Chairman
(ii)	Regional Officer, M/o Road Transport & Highways dealing with the State concerned	-	Member
(iii)	Superintending Engineer (concerned NH Circle), State PWD	-	Member
(iv)	Executive Engineer (concerned NH Circle), State PWD	-	Member Secretary

The evaluated bids then shall then be examined by a screening committee having the following composition

(i)	Chief Engineer, M/o Road Transport & Highways dealing with the State concerned	-	Chairman
(ii)	Chief Engineer (National Highways) in the State concerned	-	Member
(iii)	Regional Officer, M/o Road Transport & Highways dealing with the State concerned	-	Member
(iv)	Representative of Finance Division of M/o Road Transport & Highways		Member
(v)	Superintending Engineer, M/o Road Transport & Highways dealing with the State concerned	-	Member Secretary

(C) Projects costing more than Rs. 100 crore:

(i)	Chief Engineer, M/o Road Transport & Highways dealing with the State concerned	-	Chairman
(ii)	Chief Engineer (National Highways) in the State concerned	-	Member
(iii)	Representative of Finance Division of M/o Road Transport & Highways	-	Member
(iv)	Regional Officer / Project Director, PIU M/o Road Transport & Highways dealing with the State concerned	-	Member
(v)	Superintending Engineer, M/o Road Transport & Highways dealing with the State concerned	-	Member Secretary

... contd

As outlined in Para 'B' & 'C' above, technical & financial bids for National Highway and centrally sponsored projects costing above Rs. 25 crores will be screened / evaluated by the screening / evaluation committee in the Ministry and the Chief Engineer of the concerned project zone will obtain the approval of the competent authority and will issue the letter of acceptance (LOA) to the lowest responsive bidder. Chief Engineer (National Highways) of the state PWD / Project Director PIU shall enter into contract agreement with the lowest bidder, within 10 (ten) days in conformity with EPC bidding document.

The content of this letter shall be brought to the notice of all concerned for compliance.

Yours faithfully,

13/11/19

(Vivek Jaiswal)
Superintending Engineer (EAP)-I
For Director General (RD) & Special Secretary

Copy to :

1. PPS to Secretary (RT&H) – for kind information
2. PPS to DG(RD)&SS– for kind information
3. All the Technical officers in the Ministry of Road Transport & Highways
4. JS (EIC) & CVO, Ministry of Road Transport & Highways
5. All ROs and ELOs of Ministry of Road Transport & Highways
6. The Secretary General, Indian Roads Congress
7. The Director, IAHE
8. Technical Circular File of EAP Section
9. NIC – for office intranet

By Speed Post

GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
(P-9 Zone)

No. RW/NH-12014/5/2010/SP(MP)/P-9 Dated 04th November, 2010

To,

The Secretaries and Engineers-in-Chief/ Chief Engineers (National Highways), State Public Works Departments, Union Territories (dealing with National Highways); Director General (Works), Central Public Works Department; Director General Border Roads; Chairman, National Highways Authority of India; Regional Officers/ Engineer Liaison Officers of MoRT&H.

Sub: - Correction of Defects and Defect Liability Period under Standard Bidding Document – certain amendments regarding.

Sir,

It has been a cause of concern that some works completed under contracts as per Standard Bidding Document have shown signs of premature failures or damages. At times the defects appear slightly belatedly when the defect liability period is either over or about to be over. As a result, it becomes the liability of the Government to rectify the defects at its own cost and face criticism of accepting sub-standard work from the contractors. Keeping these in view, it has been decided to provide for a longer Defect Liability Period of 3 years in the contracts for National Highways, so that the defects appearing with a reasonable time are rectified at contractor's cost. This may cause the bids to be slightly higher than the usual, but will be a strong deterrent against indifferent quality of work.

2. Accordingly, the following amendments are carried out in the SBD:

Ref. No.	For	Read
Section 3, Conditions of Contract, Clause 1.1, Definitions, Page-39	The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.	The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works till the completion of Defects Liability Period. It consists of the documents listed in Clause 2.3 below.

Section 4, Contract Data, Sl. No. 4, Page-62	The Defects Liability Period is 365 days from the date of completion.	The Defects Liability Period is three years from the date of completion.

3. The above instruction may be brought to the notice of all concerned for immediate compliance for the works on National Highways of this Ministry and necessary amendments must be carried out in the SBD. This would be effective from the date of its issue.

4. This issues with the approval of the competent authority.

Yours faithfully,

(L.Behera)
EE(P-9)I
For DG(RD)&SS

Copy to:

1. All technical officers at the Headquarters;
2. Secretary General, Indian Roads Congress;
3. Director, NITHE;
4. PPS to Secretary(RT&H), Sr.PPS to DG(RD)&SS, PS to AS&FA, PS to ADG

(L.Behera)
EE(P-9)I
For DG(RD)&SS

GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

Transport Bhawan
1, Parliament Street,
New Delhi- 110 001

No. NH-11065/4/2012-P&M(Pt-II) Dated the 12th April, 2012

To

1. The Principal Secretaries / Secretaries of States/Union Territories, Public Works Departments (Dealing with National Highways, other Centrally sponsored schemes and State Schemes)
2. The Engineers-in-Chief and Chief Engineers of Public Works Departments of State/Union Territories (Dealing with National Highway Works)
3. The Chairman, NHAI, G-5&6, Sector-10, Dwarka, New Delhi- 110 045
4. The DGBR (BRO), Seema Sadak Bhawan, Naraina, New Delhi

Sub: Correction of Defects and Defect Liability Period under Standard Bidding Document—certain amendments—reg.

Sir,

This has reference to the Ministry's letter No. RW/NH-12014/5/2010/SP(MP)/P-9, dated 4.11.2010 on the above mentioned subject, inter-alia, amending Section 4, Contract Data, Sl. No. (iv) Page-62 of the Standard Bidding Document (SBD) of this Ministry to stipulate the Defect Liability Period as 3 years from the date of completion.

2. The above stipulations have been reviewed and it emerged that it would be appropriate to distinguish between works where structural layers have been provided and work where only surfacing has been done. Further, the defect liability period of 3 years is reasonable in cases where scope of the work involved provision of structural layer, i.e. strengthening, but is not reasonable for work involving surfacing only as being done in periodical renewal.

3. Accordingly, in partial modification of the above mentioned stipulations circulated vide Ministry's letter No. RW/NH-12014/5/2010/SP(MP)/P-9, dated 4.11.2010, the following amendments may be read in the SBD:-

Section 4, Contract Data, Sl. No. 4, Page-62	The Defects Liability Period is 365 days from the date of completion.	The Defects Liability Period is 3 years from the date of completion in case where the bituminous thickness is equal to or more than 40 mm. However, in case of works where bituminous thickness is less than 40 mm, the Defects Liability Period is 365 days from the date of completion.

-Contd... (2)

4. The above instruction may be brought to the notice of all concerned for immediate compliance and necessary amendments must be carried out in the SBD. This would be effective from the date of its issue.

5. This issues with the concurrence of Finance Wing vide U.O. No. 2652/TF-II/11, dated 28.3.2012 and approval of the Competent Authority

Yours faithfully,

(R.K. Pandey)
Chief Engineer (Planning)
For Director General (Road Development) & Special Secretary

Copy for information and necessary action to:-

1. All Technical Officers of the Ministry
2. All Regional Officers/Engineer Liaison Officers of the Ministry
3. Secretary General, Indian Roads Congress
4. Director, NITHE, Noida
5. Sr. PPS to Secretary (RT&H)
6. PPS to DG(RD)& SS
7. PPS to AS&FA
8. Director(Finance)
9. NIC to host on website

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Government of India
Ministry of Road Transport & Highways
(EAP Zone)

NH-24035/4/2008-P&M/PIC -EAP dated 01.01.2015

To

1. The Chief Secretaries of all State Governments / U.Ts
2. The Principal Secretaries/Secretaries of all States / UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States / UTs dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi – 110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-10.

Sub. : Addendum to Clarification issued vide circular dated 13.6.2014 in respect to clause 48 of Conditions of Contract of Standard Bidding Document (SBD) for National Highways and centrally sponsored road works

Sir,

In continuation to this Ministry's circular no. NH-24035/4/2008-P&M/PIC-EAP dated 13.06.2014 and its addendum dated 29.10.2014, the format of supplementary agreement is enclosed herewith.

This issue with the approval of Competent Authority.

The content of this letter shall be brought to the notice of all concerned for compliance.

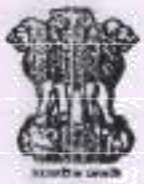
Yours faithfully,

(Vivek Jaiswal)
Superintending Engineer (EAP)-I
For Director General (RD) & Special Secretary
Tel. 23748315

Copy to :

1. PPS to Secretary (RT&H) – for kind information
2. All the Technical officers in the Ministry of Road Transport & Highways
3. JS (EIC) & CVO, Ministry of Road Transport & Highways
4. All ROs and ELOs of Ministry of Road Transport & Highways
5. The Secretary General, Indian Roads Congress
6. The Director, IAHE
7. Technical Circular File of EAP Section
8. NIC – for office intranet

GOVERNMENT OF _____
PUBLIC WORKS DEPARTMENT



AGREEMENT No. : SUPPLEMENTARY AGREEMENT No. ___
TO AGREEMENT__(main agreement no.)_____

NAME OF WORK :_____

Job No. :_____

Name of Contractor :_____

Work order No. :_____

_____ PUBLIC WORKS DEPARTMENT

120

SUPPLEMENTARY AGREEMENT No.____

TO AGREEMENT NO. _____

This Supplementary Agreement is made on the ____ day of the month_____ of _____ (year), between, the _____ through the Governor of_____ (herein referred to as 'the Employer') on the one part and, M/s_____ (herein referred to as 'the Contractor') on the other part.

WHEREAS

This Agreement is supplement to Agreement No. _____ (herein referred to as 'The Main Contract Agreement'), for replacement of the clause number 48.3 of Condition of the Main Contract, in reference to circular No. NH-24035/4/2008-P&M/PIC - EAP dated 29-10-2014 of Ministry of Road Transport and Highways and made between the Employer and the Contractor;

NOW THEREFORE the parties hereto hereby agree as follows:

1. That the work_____(name of work)__ is on-going as on date of this supplementary agreement as per terms and conditions of the Main Contract agreement;

2. That in reference to Ministry of Road Transport and Highways circular no. NH-24035/4/2008-P&M/PIC-EAP dated 13-6-2014 and its addendum for para-3 vide circular no. NH-24035/4/2008-P&M/PIC-EAP dated 29-10-2014, the Clause no 48.3 of Condition of the Main Contract agreement shall be replaced with the following:

   "In case, Contractor requests for refund of the Retention Money deducted by the Employer under the provision of this Clause, Employer shall consider the said request of the contractor provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the contract price and Contractor furnishes an irrevocable and unconditional Bank Guarantee for an equal amount substantially in the format of bank guarantee for performance guarantee enclosed with SBD and valid upto 28 days beyond the scheduled/ extended Defects Liability Period. On completion of the whole works, the Contractor has however an option to submit a fresh irrevocable and unconditional bank guarantee for an amount equal to 2.5% of the total value of work executed substantially in the format of bank guarantee for performance guarantee enclosed with SBD and Valid upto 28 days beyond the Defects Liability period and get refund the Retention Money and bank guarantees submitted for refund of Retention Money".

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3. That the Contractor will undertake and execute the work _____ (name of work) _____ as per other terms and conditions of the Main Contract Agreement;

4. That except as modified by this supplementary agreement the main contract agreement shall remain in full force and effect.

IN WITNESSED WHEREOF, the parties thereto have caused this Supplementary Agreement to be executed in their respective names as of the day and year first before written.

The Common seal of _____
was hereunto affixed in the presence of :

Signed, Sealed, and delivery by the said _____

Signature of Employer

_____

Signature of Contractor

_____

IN THE PRESENCE OF:

1) .....

2) .....

122

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.

Government of India
Ministry of Road Transport & Highways
(EAP Zone)

NH-24035/4/2008-P&M/PIC -EAP

dated 29.10.2014

To

1. The Chief Secretaries of all State Governments / U.Ts
2. The Principal Secretaries/Secretaries of all States / UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States / UTs dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi – 110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-10.

Sub. : Addendum to Clarification issued vide circular dated 13.6.2014 in respect to clause 45 of Conditions of Contract of Standard Bidding Document (SBD) for National Highways and centrally sponsored road works

Sir,

In continuation to this Ministry's circular no. NH-24035/4/2008-P&M/PIC-EAP dated 13.06.2014, it is to state that, competent authority has approved that, para 3 of the said circular may be applicable to the ongoing works, if it is requested by the contractor, after executing a supplementary agreement to the effect.

The content of this letter shall be brought to the notice of all concerned for compliance.

Yours faithfully,

(Vivek Jaiswal)
Superintending Engineer (EAP)-I
For Director General (RD) & Special Secretary
Tel. 23748315

Copy to :-

1. PPS to Secretary (RT&H) – for kind information
2. All the Technical officers in the Ministry of Road Transport & Highways
3. JS (EIC) & CVO, Ministry of Road Transport & Highways
4. All ROs and ELOs of Ministry of Road Transport & Highways
5. The Secretary General, Indian Roads Congress
6. The Director, IAHE
7. Technical Circular File of EAP Section
8. NIC – for office Intranet

124

321

Government of India
Ministry of Road Transport & Highways
(EAP Zone)

NH-24035/4/2008-P&M/PIC -EAP dated 13.06.2014

To

1. The Chief Secretaries of all State Governments / U.Ts
2. The Principal Secretaries/Secretaries of all States / UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States / UTs dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi – 110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-10.

Sub. : Clarification in respect to clause 47, 48 and 51 of Conditions of Contract of Standard Bidding Document (SBD) for National Highways and centrally sponsored road works

Sir,

In continuation to this Ministry's circular no. RW/NH-24020/2/99-PIC dated 4.09.2000, 4.10.2000 and 21.12.2000 regarding Standard Bidding Document (SBD) for procurement of Civil works costing more than Rs. 5.00 crores, further clarifications/modifications are being issued herewith to facilitate execution of the National Highways and centrally sponsored road works.

2.1 With a reference to item no 26 of Contract Data against Clause 47 of Conditions of Contract regarding Wholesale Price Index (WPI) for appropriate commodity for payment of price adjustment, due to change of base year of WPI from 1993-94 to 2004-05, it is observed that, the commodity 'Steel and rod', 'Cement', 'Heavy Machinery and parts' included in the list of WPI 1993-94 series are not mentioned as such in the WPI 2004-05 series. Therefore the following items in the WPI 2004-05 sedes shall be considered corresponding to items in WPI 1993-94 series and indicated in SBD:

Sl.No.	Item in WPI 1993-94 series	Item in WPI 2004-05 series
1.	Cement	Grey Cement
2.	Bars & rods	Rebars
3.	Heavy Machinery & Parts	Construction Machinery

2.2 Under Item no 26 of 'Contract Data' against Clause 47 of Conditions of Contract, if any of the commodities like Cement, Steel or Bitumen are not found applicable in a work, the weight component of that commodity (i.e. 'Cement' (P_c), 'Steel' (P_s) or Bitumen (P_b) as indicated on page 68 of SBD for the purpose of price adjustment), shall be clubbed with the weight component of 'Other material' (P_m), such that the gross percentage weight of the components shall remain as 100%. Necessary correction in Item No. 26 of Contract Data against Clause No. 47 of Conditions of Contract shall be made before issue of RFP.

Received
19.6.14

125

322

3. Clause 48.3 of Conditions of Contract shall be replaced with the following:

"In case, Contractor requests for refund of the Retention Money deducted by the Employer under the provision of this Clause, Employer shall consider the said request of the Contractor provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price and Contractor furnishes an irrevocable and unconditional bank guarantee for an equal amount substantially in the format of bank guarantee for performance guarantee enclosed with SBD and valid upto 28 days beyond the scheduled / extended Defects Liability Period. On completion of the whole works, the Contractor has however an option to submit a fresh irrevocable and unconditional bank guarantee for an amount equal to 2.5% of the total value of work executed substantially in the format of bank guarantee for performance guarantee enclosed with SBD and valid upto 28 days beyond the beyond the Defects Liability Period and get refund the Retention Money and bank guarantees submitted for refund of Retention Money."

Necessary correction in Item Clause 48.3 of Conditions of Contract shall be made before issue of RFP.

4. With reference to Item No. 33 of Contract Data for Clause 51.3 of Conditions of Contract, it has been brought to the notice of Ministry that in some cases repayment of mobilization and equipment advances are being made by way of deductions at the rate of 20% of IPC separately for mobilization advance and equipment advance. It is hereby clarified that the said deductions from IPC shall be done at the rate of 20% collectively for both mobilization advance and equipment advance.

The content of this letter shall be brought to the notice of all concerned for compliance.

Yours faithfully,

(Vivek Jaiswal)
Superintending Engineer (EAP)-I
For Director General (RD) & Special Secretary
Tel. 23748315

Copy to :

1. PPS to Secretary (RT&H) – for kind information
2. All the Technical officers in the Ministry of Road Transport & Highways
3. JS (EIC) & CVO, Ministry of Road Transport & Highways
4. All ROs and ELOs of Ministry of Road Transport & Highways
5. The Secretary General, Indian Roads Congress
6. The Director, IAHE
7. Technical Circular File of EAP Section
8. NIC – for office intranet

126

Government of India
Ministry of Road Transport & Highways
(EAP Zone)
Transport Bhawan, 1- Parliament Street, New Delhi-110 001

No.RW/NH-24035/4/2008-P&M/PIC-EAP Dated the 31st March, 2016

To,

1. The Principal Secretaries/Secretaries of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.

2. The Engineers-in-Chief and Chief Engineers of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.

3. Director General (Border Roads), Seema SadakBhawan, Ring Road, New Delhi-110010

Subject: Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes- Modification in the procedures.

Sir,

Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes were issued vide Ministry's Circular of even number dated 13.11.2014.

2. The matter has since been reviewed in the Ministry and in supersession of earlier guidelines the following has been decided with the approval of the Competent Authority for works executed through the State PWD/BRO.

(i) For works having sanctioned cost up to Rs. 5 crores existing delegation to the State PWDs to call for and finalize tenders would continue.

(ii) For works with sanction cost more than Rs. 5 crores to Rs 300 crores, tenders may be invited by the State PWD/BRO using the requisite bidding document and procedure as per Ministry's extant guidelines. For works with sanction cost more than Rs 300 crore, tenders will be invited by the MoRTH.

(iii) All the tenders are to be invited through e-procurement as per the Guidelines for "Implementation of comprehensive end-to-end e-procurement" issued by Department of Expenditure vide OM No.10/3/2012-PPC dated 09.01.2014 (Annexure-I). All E-tender should mandatorily be through MoRTH prescribed facility. The same should be ensured by the Chairman of the Evaluation/Screening Committee. Further, all the tender related reply to queries, corrigendum and details of awards should be published on the Central Procurement Portal (CPP) using e-publishing mode as per OM No.68(43)/PF-II/2014 of Department of Expenditure dated 08.09.2014 (Annexure-II).

Page 1 of 6

127

3. Opening and Evaluation of Bids for works having sanctioned cost more than Rs. 5 crores shall be done by the Evaluation Committee as mentioned below:

(A) **Works with sanctioned cost more than Rs. 5 crores and up to Rs. 100 crores:**

1.	Chief Engineer (NH) of the concerned State PWD/equivalent or any other officer nominated by the Principal Secretary/Secretary, PWD	Chairman
2.	Representative of State Finance Department not below the rank of Deputy Secretary	Member
3.	Regional Officer/ELO of MoRTH dealing with the State/work	Member
4.	Superintending Engineer (Concerned NH circle) of the State PWD/equivalent	Member
5.	Executive Engineer (Concerned NH circle) of the State PWD/equivalent	Member Secretary

The Authority to accept bids, which are within 5% of tender premium, based on the recommendation of the Evaluation Committee mentioned in para 3(A) and for carrying out all the necessary contractual formalities leading up to signing of the contract agreement in a time bound manner shall be not below the rank of Principal Secretary/ Secretary State PWD or an equivalent officer of the concerned State/BRO.

(B) **Works with sanctioned cost more than Rs. 100 crores and up to Rs. 300 crores:**

Opening and evaluation of bids shall be done by the Evaluation Committee having the same composition as mentioned in Para 3(A).The evaluated bids shall then be examined by a Screening Committee with the following composition:

1.	Chief Engineer (MoRTH) dealing with the State/work	Chairman
2.	Chief Engineer (NH) of the concerned State PWD/equivalent	Member
3.	Superintending Engineer (MoRTH) nominated from any other zone.	Member
4.	Representative of Finance Wing (MoRTH)	Member
5.	Superintending Engineer (MoRTH) dealing with the State/work.	Member Secretary

In case, the Screening Committee agrees with the recommendations of the State level Evaluation Committee, the recommendations will be accepted by the Chief Engineer (MoRTH)/Chairman of the Screening Committee. In case of differences, the competent authority in Ministry to accept the bids based on the recommendations of Screening Committee will be the Secretary, DG(RD)&SS or the ADG, as may be specified.

(C) **Works with sanctioned cost more than Rs. 300 crores:**

Opening and evaluation of bids shall be done by the Evaluation Committee with the same composition as the Screening Committee mentioned in Para 3(B). The competent authority in Ministry to accept the bids based on the recommendations of Evaluation Committee for the works with sanctioned cost more than Rs. 300 crores upto Rs 500 crore will be Secretary(RT&H), but for sanction cost beyond Rs 500 crore, the competent Authority will be the Minister (RT&H).

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4 In all cases where the tender premium is within 5% and sanctioned cost of the work is within Rs. 300 crores, issue of Letter of Acceptance/Award (LOA) shall be done by the appropriate authority not below the rank of Superintending Engineer (concerned NH Circle) for sanctioned cost of work more than Rs.5 crores and upto Rs.100 crores and by the authority not below the rank of Chief Engineer (NH) in the State PWD/BRO for sanctioned cost of work more than Rs.100 crores and upto Rs.300 cr. within the period of 10 (ten) days from the receipt of the recommendation of the Evaluation Committee/ Screening Committee. A report would be sent to the concerned Chief Engineer, MoRTH after issue of LOA. Thereafter signing of agreement would be done within prescribed time as per RFP.

5. In all cases where the tender premium is within 5% and sanctioned cost of the work is more than Rs. 300 crores, Letter of Acceptance/Award (LOA) would be issued by the concerned Chief Engineer (MoRTH) and signing of contract agreement shall be done by the appropriate authority in the State PWD/BRO but not below the rank of Superintending Engineer within the period prescribed in the RFP.

6. In case the issue of LOA and signing of the contract, as mentioned in para 4 & 5 above, is not executed by the State/BRO, MoRTH reserves the right to do the same through its concerned Chief Engineer of the Project Zone at the Head Quarters.

7. The authority competent to accept bids in the State PWD/BRO shall not accept any bid in supersession of the recommendation of the Evaluation Committee or the Screening Committee, as the case may be. In case such an occasion arises, where recommendations of the Committee are not found acceptable, the matter shall be referred to the Ministry duly citing the reasons for non-acceptance and with full justification, but within the prescribed time of 10 days.

8. The delegation of powers for acceptance of bids beyond 5% of tender premium in all cases shall be governed by the extant guidelines issued from time to time.

9. The content of this letter shall be brought to the notice of all concerned for compliance with immediate effect.

Yours faithfully,

(B.K. Sinha)
Chief Engineer (EAP)
For DG(RD)&SS

Copy to:

1. All Technical Officers at the Headquarters
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. All ROs and ELOs of MoRT&H.

Copy for information to:

1. PPS to Secretary (RT&H), PPS to DG(RD) & SS, PS to AS&FA, PS to ADG I/II, PS to Coordinator I/II/III
2. NIC- with the request to upload in the Ministry's portal

(B.K. Sinha)
Chief Engineer (EAP)
For DG(RD)&SS

129

GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

Parivahan Bhavan,
1, Parliament Street,
New Delhi-110001

No. RW/NH-33044/30/2011-Strategy(Pt.) Dated: 12.12.2012

To

1. The Chief Secretaries of all State Governments/Union Territories.
2. The Principal Secretaries/Secretaries of all States/U.Ts. Public Works Department dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
3. The Engineers-in-Chief and Chief Engineers of Public Works Departments of States/U.Ts dealing with National Highways, other Centrally Sponsored Schemes and State Schemes.
4. The Chairman, National Highways Authority of India (NHAI), G-5&6, Sector-10, Dwarka, New Delhi-110 075.
5. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.

Subject: Submission of original EMD/Bank Guarantee (BG)/tender fee for NH and other centrally sponsored road works.

As per earlier directives from Ministry, all the States are following e-tendering for centrally sponsored road works. The bidders who are submitting bids electronically from different parts of the Country are facing certain problems in submission of original EMD/BG & tender fee. Ministry after considering representation from bidders and analyzing the process of electronic bid submission has decided that

i) All the State governments should allow the submission of Earnest Money Deposit (EMD) or Bid Security and cost of tender document, if any, in original form at followings offices of State/Central Government within seven days (7days) after the last date of submission of bids. This condition should be mentioned in NIT (Date and time to be specifically indicated in the NIT in each case).

Concerned Executive Engineer's office of State Government.
Concerned Superintending Engineer's office of State Government.
Chief Engineer's Office of State Government.
Regional office of Ministry of Road Transport & Highways in the State.
The Chief Engineer of concerned zone at Ministry's Head Quarter.

1

130

No. RW/NH-33044/30/2013/S&R(R)

ii) Further, the software to upload, receive and access the uploaded tender should be designed in a way that no authority/ bidder could get the information in whatever manner on the details of bidders(i.e details regarding numbers of bids loaded or names of bidder who have downloaded the bid documents etc) till the dead line for submission of hard copy of documents i.e. the security and cost of tender.

Yours faithfully,

(Alok Kumar Pandey)
Superintending Engineer (S,R&T) (Roads)
For Director General (Road Development) & SS

Copy with enclosures for information and necessary action to:

1. All Technical officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical Circular File of S&R Section

Copy for kind information to:

1. PS to Hon'ble Minister (RT&H)
2. Sr. PPS to Secretary (RT&H)
3. PS to DG (RD) & SS

131

Government of India
Ministry of Road Transport & Highways
(PIC Zone)

Transport Bhavan,
No. 1, Parliament Street,
New Delhi-110 001.

No. RW/NH-24035/4/2008-P&M/PIC

Dated the 29th March, 2011
1st April, 2011

To

The Secretaries and Engineers-in-Chief/Chief Engineers (National Highways), State Public Works Departments, Union Territories (dealing with National Highways and other Centrally Financed Schemes); Director General (Works), Central Public Works Department; Director General Border Roads; The Chairman, National Highways Authority of India; Regional Officers/ Engineer Liaison Officers of MoRTH

Sub: Amendment to existing guidelines to levy interest on mobilisation advance to contractors for works on National Highways and centrally financed schemes of this Ministry.

Sir,

I am to convey that, with the approval of competent authority, it has been decided to amend existing clause 51.1 of section 3 of SBD-2000 regarding mobilisation advance payment to the contractors by the Employer. The purpose of amendment is to levy interest on mobilisation advance payable to the contractor for all future projects for which bidding will be held after issue of this amendment. The amendment is given in the enclosed Addendum.

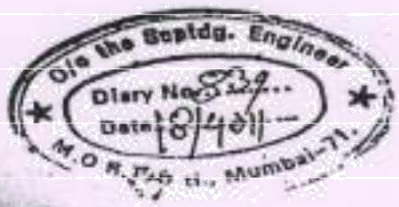
2. It is requested that the same may kindly be brought to the notice of all the officers concerned for strict implementation and compliance.

Yours faithfully,

01.4.2011

(Sanjay Wakchaure)
For Director General (RD) & Special Secretary

Encl: As Above



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ADDENDUM

Addendum to clause 51.1 of section 3 of SBD – 2000

Reference No.	For	Read
Clause 51.1	The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.	The Employer shall make advance payment (not to be paid in less than two instalments except in special circumstances for which the reasons to be recorded in writing) to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to be at least 110% of the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The mobilisation advance would be deemed as interest bearing advance at an interest rate of 10% to be compounded quarterly.

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133

No. 01-11-CTE-SH-100
Central Vigilance Commission
****

Satarkta Bhawan, Block 'A'
GPO Complex, I.N.A.,
New Delhi- 110023
Dated the 17th Feb, 2011

Circular No. 02/02/11

Sub: Mobilization Advance

Commission had earlier issued guidelines on granting of 'Mobilisation Advance' vide OM No. UU/POL/18 dated 08.12.1997, OM No. 4CC-1-CTE-2 dated 08.06.2004 and OM No. 4CC-1-CTE-2 dated 10.04.2007.

2. The matter has been further reviewed and it has decided by the Commission that following additional guidelines may be followed in case of grant of Mobilisation Advance.

(i) The Bank Guarantee etc. taken towards security of 'Mobilisation Advance' should be at least 110% of the advance so as to enable recovery of not only principal amount but also the interest portion, if so required.

(ii) The mobilisation advance should not be paid in less than two instalments except in special circumstances for the reasons to be recorded. This will keep check on contractor misutilizing the full utilisation advance when the work is delayed considerably.

(iii) A clause in the tender enquiry and the contract of cases providing for interest free mobilisation advances may be stipulated that if the contract is terminated due to default of the contractor, the 'Mobilisation Advance' would be deemed as interest bearing advance at an interest rate of _____%, (*to be stipulated depending on the prevailing rate at the time of issue of NIT*) to be compounded quarterly.

(Anil Singhal)
Chief Technical Examiner

To

All Chief Vigilance Officers

134

Annex – III (Schedule - G) (See Clause 19.2)

Form for Guarantee for Advance Payment

Chief Engineer,
Public Works Department(NH,R&B)
Altinho,
Panaji-Goa

WHEREAS:

(A) [name and address of contractor] (hereinafter called the "**Contractor**") has executed an agreement (hereinafter called the "**Agreement**") with the [name and address of the Department], (hereinafter called the "**Department**") for the [Name of work] Construction of missing link of NH-17B in Loutolim Village of Verna Industrial Estate of Salcete Taluka in Goa State..on Engineering, Procurement and Construction (the "**EPC**") basis, subject to and in accordance with the provisions of the Agreement

Sl.1 of section 3

(B) In accordance with Clause 19.2 of the Agreement, the Department shall make to the Contractor an interest free advance payment (herein after called "**Advance Payment**") equal to 10% (ten per cent) of the Contract Price; and that the Advance Payment shall be made in three installments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such installment to remain effective till the complete and full repayment of the installment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second/third} installment of the Advance Payment is Rs. ---- -- cr. (Rupees ------ crore) and the amount of this Guarantee is Rs. ------- cr. (Rupees ------ crore) (the "**Guarantee Amount**")[5].

(C) We, ... through our branch at ..... (the "**Bank**") have agreed to furnish this bank guarantee (*hereinafter called the* "**Guarantee**") for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid installment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the Department, upon its mere first written demand, and

without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the

135

Guarantee Amount as the Department shall claim, without the Department being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Department, under the hand of an officer not below the rank of [General Manager in the National Highways Department of India], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the installment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Department shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Department and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other Department or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Department shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Department to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.

5. The Department shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Department against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Department, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Department or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Department in respect of or relating to the Advance Payment.

136

Government of India
Ministry of Road Transport & Highways
(EAP Zone)
Transport Bhawan, 1- Parliament Street, New Delhi-110 001

No.RW/NH-24035/4/2008-P&M/PIC-EAP **Dated the 31st March, 2016**

To,

1. The Principal Secretaries/Secretaries of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.

2. The Engineers-in-Chief and Chief Engineers of all States/UTs Public Works Department dealing with National Highways, other Centrally Sponsored Schemes & State Schemes.

3. Director General (Border Roads), Seema SadakBhawan, Ring Road, New Delhi-110010

Subject: Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes- Modification in the procedures.

Sir,

Guidelines regarding procedures to be adopted for invitation of tenders and qualification of Contractors for execution of Road and Bridge works on National Highways and Centrally Financed Schemes were issued vide Ministry's Circular of even number dated 13.11.2014.

2. The matter has since been reviewed in the Ministry and in supersession of earlier guidelines the following has been decided with the approval of the Competent Authority for works executed through the State PWD/BRO.

(i) For works having sanctioned cost up to Rs. 5 crores existing delegation to the State PWDs to call for and finalize tenders would continue.

(ii) For works with sanction cost more than Rs. 5 crores to Rs 300 crores, tenders may be invited by the State PWD/BRO using the requisite bidding document and procedure as per Ministry's extant guidelines. For works with sanction cost more than Rs 300 crore, tenders will be invited by the MoRTH.

(iii) All the tenders are to be invited through e-procurement as per the Guidelines for "Implementation of comprehensive end-to-end e-procurement" issued by Department of Expenditure vide OM No.10/3/2012-PPC dated 09.01.2014 (Annexure-I). All E-tender should mandatorily be through MoRTH prescribed facility. The same should be ensured by the Chairman of the Evaluation/Screening Committee. Further, all the tender related reply to queries, corrigendum and details of awards should be published on the Central Procurement Portal (CPP) using e-publishing mode as per OM No.66(43)/PF-II/2014 of Department of Expenditure dated 08.09.2014 (Annexure-II).

3. Opening and Evaluation of Bids for works having sanctioned cost more than Rs. 5 crores shall be done by the Evaluation Committee as mentioned below:

(A) **Works with sanctioned cost more than Rs. 5 crores and up to Rs. 100 crores**:

1.	Chief Engineer (NH) of the concerned State PWD/equivalent or any other officer nominated by the Principal Secretary/Secretary, PWD	Chairman
2.	Representative of State Finance Department not below the rank of Deputy Secretary	Member
3.	Regional Officer/ELO of MoRTH dealing with the State/work	Member
4.	Superintending Engineer (Concerned NH circle) of the State PWD/equivalent	Member
5.	Executive Engineer (Concerned NH circle) of the State PWD/equivalent	Member Secretary

The Authority to accept bids, which are within 5% of tender premium, based on the recommendation of the Evaluation Committee mentioned in para 3(A) and for carrying out all the necessary contractual formalities leading up to signing of the contract agreement in a time bound manner shall be not below the rank of Principal Secretary/ Secretary State PWD or an equivalent officer of the concerned State/BRO.

(B) **Works with sanctioned cost more than Rs. 100 crores and up to Rs. 300 crores**:

Opening and evaluation of bids shall be done by the Evaluation Committee having the same composition as mentioned in Para 3(A).The evaluated bids shall then be examined by a Screening Committee with the following composition:

1.	Chief Engineer (MoRTH) dealing with the State/work	Chairman
2	Chief Engineer (NH) of the concerned State PWD/equivalent	Member
3.	Superintending Engineer (MoRTH) nominated from any other zone.	Member
4.	Representative of Finance Wing (MoRTH)	Member
5.	Superintending Engineer (MoRTH) dealing with the State/work.	Member Secretary

In case, the Screening Committee agrees with the recommendations of the State level Evaluation Committee, the recommendations will be accepted by the Chief Engineer (MoRTH)/Chairman of the Screening Committee. In case of differences, the competent authority in Ministry to accept the bids based on the recommendations of Screening Committee will be the Secretary, DG(RD)&SS or the ADG, as may be specified.

(C) **Works with sanctioned cost more than Rs. 300 crores**:

Opening and evaluation of bids shall be done by the Evaluation Committee with the same composition as the Screening Committee mentioned in Para 3(B). The competent authority in Ministry to accept the bids based on the recommendations of Evaluation Committee for the works with sanctioned cost more than Rs. 300 crores upto Rs 500 crore will be Secretary(RT&H), but for sanction cost beyond Rs 500 crore, the competent Authority will be the Minister (RT&H).

4. In all cases where the tender premium is within 5% and sanctioned cost of the work is within Rs. 300 crores, issue of Letter of Acceptance/Award (LOA) shall be done by the appropriate authority not below the rank of Superintending Engineer (concerned NH Circle) for sanctioned cost of work more than Rs.5 crores and upto Rs.100 crores and by the authority not below the rank of Chief Engineer (NH) in the State PWD/BRO for sanctioned cost of work more than Rs.100 crores and upto Rs.300 cr. within the period of 10 (ten) days from the receipt of the recommendation of the Evaluation Committee/ Screening Committee. A report would be sent to the concerned Chief Engineer, MoRTH after issue of LOA. Thereafter signing of agreement would be done within prescribed time as per RFP.

5. In all cases where the tender premium is within 5% and sanctioned cost of the work is more than Rs. 300 crores, Letter of Acceptance/Award (LOA) would be issued by the concerned Chief Engineer (MoRTH) and signing of contract agreement shall be done by the appropriate authority in the State PWD/BRO but not below the rank of Superintending Engineer within the period prescribed in the RFP.

6. In case the issue of LOA and signing of the contract, as mentioned in para 4 & 5 above, is not executed by the State/BRO, MoRTH reserves the right to do the same through its concerned Chief Engineer of the Project Zone at the Head Quarters.

7. The authority competent to accept bids in the State PWD/BRO shall not accept any bid in supersession of the recommendation of the Evaluation Committee or the Screening Committee, as the case may be. In case such an occasion arises, where recommendations of the Committee are not found acceptable, the matter shall be referred to the Ministry duly citing the reasons for non-acceptance and with full justification; but within the prescribed time of 10 days.

8. The delegation of powers for acceptance of bids beyond 5% of tender premium in all cases shall be governed by the extant guidelines issued from time to time.

9. The content of this letter shall be brought to the notice of all concerned for compliance with immediate effect.

Yours faithfully,

31/3/16

(B.K. Sinha)
Chief Engineer (EAP)
For DG(RD)&SS

Copy to:

1. All Technical Officers at the Headquarters
2. Secretary General, Indian Roads Congress
3. Director, IAHE, NOIDA
4. All ROs and ELOs of MoRT&H.

Copy for information to:

1. PPS to Secretary (RT&H), PPS to DG(RD) & SS, PS to AS&FA, PS to ADG I/II, PS to Coordinator I/II/III
2. NIC- with the request to upload in the Ministry's portal

31/3/16

(B.K. Sinha)
Chief Engineer (EAP)
For DG(RD)&SS

Annexure - I

No. 10/3/2012-PPC
Ministry of Finance
Department of Expenditure
Procurement Policy Division
*****

North Block New Delhi
Dated the 9th January, 2014.

OFFICE MEMORANDUM

Subject: Implementation of comprehensive end-to-end e-procurement

This has reference to this Department's O.M. of even number dated 30th March 2012 vide which it was conveyed that the Ministries/Departments of the Central Government, their attached and subordinate offices would need to commence e-procurement in respect of all procurements with estimated value of Rs.10 lakh or more in a phased manner as per the prescribed schedule. In this regard an option was given to the procuring entities either to use the e-procurement solution developed by NIC accessible through Central Public Procurement Portal (CPP Portal) or to continue to carry out e-procurement through other service provider/other e-procurement solutions developed in house, provided the conditions/guidelines envisaged in the O.M. referred to above are fulfilled.

2. In this context it is highlighted that, the Prime Minister's Committee on National e-Governance Plan (NeGP) during its second meeting held on 1st July 2013 has an endorsed DeITY proposal that e-Procurement should be adopted both for publication and processing of tenders above a prescribed cut of value. The need to mandate all Ministries/Departments to adopt end to end e-Procurement was also emphasized in the meeting of the Apex Committee on NeGP held on 5th November 2013.

3. In pursuance of the decision taken during the above meetings to promote e-Procurement further and to ensure maximum participation of tenders through e-Procurement mode, **it has been decided that the tender value limit of Rs. 10 lakh set in respect of e-Procurement is to be brought down to Rs. 5 lakh w.e.f 01.04.2015 and further down to Rs 2 lakh w.e.f 01.04.2016.** Ministries/Departments are therefore requested to ensure and follow the limits which have now been decided in respect of mandatory publishing of tenders through e-Procurement mode.

4. Ministries / Departments are therefore requested to take necessary action to ensure that all tenders above Rs.10 lakh are compulsorily processed through e-Procurement as per the instruction already issued by this Department vide above OM. A report in the following format in this respect is now to be intimated on a quarterly basis to the Ministry of Finance, Department of Expenditure at the email id cppp-doe@nic.in.

Name of the Ministry/Department
Period of Report: _____ to _____ Quarter ending on _____

Number of Tenders floated amounting to Rs. 10 lakh or more	*Number of Tenders Processed through e-Procurement (whether NIC or using other solution)*	*Number of Tenders exempted due to National security and strategic Considerations demanding confidentiality*	*Cases of Non –compliance with reasons*
Total	*Total*	*Total*	*Total*

Contd./-

page 4 of 6

5. In this context it is further reiterated that:

i. Ministries / Departments using other than NIC e-Procurement solution have to ensure that details of all their tender enquiries, related corrigenda and details of contracts awarded thereon, through e-Procurement are simultaneously published / mirrored on the CPP Portal using XML facility of NIC.

ii. Ministries / Departments that have not yet appointed Nodal officers and have not got User IDs and Passwords issued from NIC for accessing the portal may please ensure that the Nodal officers are appointed immediately. Action may also be taken to start acquiring Digital Signatures from NIC Certifying Authority or any other Certifying Authority, being an essential requirement for e-procurement.

iii. Ministries / Departments must also tie up with NIC for training and support where e-Procurement solution developed by NIC is adopted and a need in this regard is being felt by sending an e-mail to coop-nic@nic.in. NIC is periodically organizing training programmes on their e-Procurement Module. Action may be taken to nominate representatives to attend the ongoing training programs as per schedule published on the CPP Portal.

6. It is also requested that necessary instructions in this regard may be issued to all attached and subordinate offices under your administrative control.

7. Hindi version of this O.M. will follow.

9-1-14

(Sanjay Aggarwal)
Director (PPD)
Tel No.23094961(O)

To

(i) Secretaries of all Ministries/Departments of the Government of India.
(ii) FAs of all Ministries/Departments of the Government of India.
(iii) DG (NIC), CGO Complex, New Delhi.

This OM is also available on our website http://finmin.nic.in

Annexure – II

No.66 (43)/PF-II/2014
Ministry of Finance
Department of Expenditure
(Plan Finance-II Division)

New Delhi, 8th September, 2014

OFFICE MEMORANDUM

Subject: Mandatory publication of tender enquiries as well as detail of bid awards on Central Procurement Portal (CPP).

Attention is invited to this Department O.M. No.10/1/2011-PPC dated 30th November, 2011, wherein it was mandatory for all Ministries/Departments of the Central Government, their attached and subordinate offices, Central Public Sector Enterprises (CPSEs) and autonomous/ statutory bodies to publish their tender enquiries, corrigenda thereon and details of bid awards on the Central Procurement Portal (CPP) using e-publishing mode.

2 It has been ascertained from NIC, that at present very few purchasing entities are putting up details of bid award on CPP.

3. It is reiterated that all purchasing entities under your control be directed to publish details of the bid award on CP portal. A compliance report in this regard may please be furnished by all Departments/Ministries incorporating details of all attached/subordinates offices, CPSEs, autonomous bodies etc. under your control by 30.9.2014.

8.9.14
(Sanjay Aggarwal)
Director (PPD)

To
Secretaries all Ministries/ Departments

Copy to FAs all Ministries/ Department

Dir (PF)
circulate to all
10/9/14

15/9 US (AK)

ashok.kumar.dop1@nic.in

Page 6 of 6

13. Total number of employees at Sr. No. 12 (ii):

	Adults	Young persons
Male Females Total		

14. Details of remittances: (Enclose challan obtained from Treasury / State Bank).

Name of the Treasury	Challan No. and date	Amount of fees paid

I hereby declare that the above information is true to the best of my knowledge and belief.

Date:- Signature of Employer

Note :-
1. This statement shall be sent to the Inspector concerned electronically.
2. Item 3 should be filled only when the office, store room, etc., are not separately registered under the Act. In respect of such store rooms, etc., not separately registered, particulars required under item 11, 12, 13, should be given separately for each office, store room, etc.
3. If any item is not applicable enter "Not Applicable".".

By Order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

———•••———

Department of Mines
Directorate of Mines and Geology

—

Notification

04/207/2023/Minor/Mines Date: 27-Mar-2025

Read: 1. No. 04/207/2023/Minor/Mines /3946 dated 27-Mar-2025.

In exercise of the powers conferred by section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957) and all other powers enabling it in this behalf, the Government of Goa hereby makes the following rules so as to further amend the Goa Minor Mineral Concession Rules, 1985, namely:—

1. Short title and commencement.— (1) These rules may be called the Goa Minor Mineral Concession (Amendment) Rules, 2025.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Amendment of rule 2.— In rule 2 of the Goa Minor Mineral Concession Rules, 1985 (hereinafter referred to as the "principal Rules"), in clause (e), for the expression "Senior Technical Assistant or the Assistant Geologist or the Technical Assistant", the expression "the Geologist or the Junior Geologist" shall be substituted.

3. Amendment of rule 47.— In rule 47 of the principal Rules, in sub-rule (2), in the table:-

(i) for the expression "Type of Motor Vehicle", the expression "Mode of Transport" shall be substituted;

(ii) after entry at serial No. (2), the following entry shall be inserted, namely:—

"(3)	For transportation of minor mineral by railway freight wagon.	Rupees 5,000/-per railway freight wagon."

4. Substitution of Schedules .-

(i)In the principle Rules, for Schedule I the following schedule shall be substituted, namely:-

"Schedule I

Rates of Royalty

[See Rule 22 (1) (i)]

Minerals	Royalty Rates
1	2
(I) (a) Lime stone and its varieties (i) When used for lime burning (ii) Prepared lime (iii) When used as building stones ballast metal grit etc. (b) Kankar when used for lime burning (c) Lime Shells, when used for lime burning	₹150/M^3
(II) Building Stones	
(a) Laterite Chiras	₹132/M^3
(b) Laterite Rubbles	₹19.20/M^3
(c) Basalt, masonary stones other than Laterite chiras and rubbles, metal grit, basalt blocks	₹124.80/M^3
(III) Boulders, Shingle, gravel, Kankar all used for constructional purpose, either by excavation or collection	₹19.20/M^3
(IV)(a)Ordinary Sand used for construction purpose, either by extraction or collection	₹82.60/M^3
(b) Pebbles and modules of chalcedoni, quartzite stones and flint	₹85/M^3
(V) Ordinary Clay when used for manufacturing of tiles	₹30/M^3
(VI) Murrum, matti and other colured matti	₹24/M^3

Approximate value of work	Bid Security
(1) Up to Rs. 20 crores	@ 2% (Subject to a maximum of Rs. 30 Lakhs)
(2) Rs. 20 to 50 Crores	@ 1.5% (Subject to a maximum of Rs. 50 Lakhs)
(3) Above Rs. 50 Crores	@ 1%

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

Efile No.RW/NH-33044/34/2024-S&R (P&B) (Computer No.-246283)

Government of India
Ministry of Road Transport & Highways
(S&R (P&B/New Technology) Zone)
Transport Bhawan, 1, Parliament Street, New Delhi-110001

130.242

Dated: 30th April, 2025

CIRCULAR

To

1. The Chief Secretaries of all the State Governments/ UTs.
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department/ Road Construction Department/ Highways Department (dealing with National Highways and other centrally sponsored schemes).
3. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
4. The Managing Director, NHIDCL, World Trade Centre, New Delhi-110029.
5. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
6. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs/ Road Construction Department/ Highways Departments (dealing with National Highways and other centrally sponsored schemes).
7. The Secretary General, Indian Roads Congress
8. The Director, IAHE, Noida, UP.
9. All CE-ROs, ROs and ELOs of the Ministry.

Subject: - Seeking Additional Performance Security for the bidders who have quoted abnormally low bid price - Reg.

Madam/Sir,

Reference is drawn towards Ministry's Circular No. NH 37015/01/2022-H dated 26.08.2022 (computer no. 208778) vide which Ministry has issued guidelines for seeking additional performance security in the Para 4 (i), (ii) & (iii):

(i) If the Bid price offered by the selected bidder is lower than 20% of the Estimated Project Cost/cost put to tender, the additional performance security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in RFP)-20% of the Estimated Project Cost and (ii) the Bid Price offered by the selected Bidder.

(ii) Maximum limit of additional performance security shall be limited to 3% of the Bid price offered by the selected bidder.

(iii) The additional performance security shall be treated as part of the performance security.

2. It was further conveyed that Additional performance security shall be taken only after approval of Secretary, Ministry of Road Transport & Highways, mentioning specific reasons justifying the requirement of additional performance security along with track record of the bidder. The circular was issued in pursuance to Department of Expenditure Circular no. F.9/4/2020-PPD dated 12.11.2020.

Bidder would be.

3. The matter has been reviewed considering the trend of abnormally low bid prices in National Highways projects and it has been decided that, henceforth, additional performance security will be taken from selected bidder for low bid as under:

(i) where the bid price is **below 10% but not below 20%** of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

(ii) where the bid price is **20% or more below** of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;

(iii) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.

(iv) The additional performance security shall be treated as part of the performance security.

(v) An illustrative example for calculation of additional performance guarantee/security for a notional project where the project cost put to bid is Rs.1000 crore is given in **Annexure** for ready reference.

4. In respect of projects under Road Wing, Additional Performance Security shall be taken with approval from DG (RD) & SS, MoRTH.

5. These guidelines shall come into force with immediate effect. All the implementing agencies of the MoRT&H are requested to take action accordingly.

6. This issues with the approval of the Competent Authority.

Yours sincerely,

Bidur Kant Jha
30/04/2025

(Bidur Kant Jha)
Director
(New Technology for Highway development)
For DG (RD) & SS

Enclosure: As above.

Copy to:

1. All CEs in the Ministry of Road Transport & Highways
2. All ROs of the Ministry of Road Transport & Highways
3. All CE(NH) of PWD/R&B dealing with National Highways
4. Technical circular file of S&R (P&B) Section
5. NIC-for uploading on Ministry's website under "What's new" & "Comprehensive Compendium Circulars with CODE 130.242.

Copy for kind information to:

1. PS to Hon'ble Minister (RT&H)
2. PS to Hon'ble MOS (RT&H)
3. Sr. PPS to Secretary (RT&H)
4. Sr. PPS to DG (RD) & SS
5. Sr. PPS/ PPS to Addl. Secretary (Road Safety)/ Addl. Secretary (RT&H & LA)
6. Sr. PPS/ PPS to AS&FA
7. Sr. PPS/ PPS to all ADG (KB)/ ADG(SC)/ ADG(RS)
8. Sr. PPS/ PPS to JS (RT&MVL)/ JS (EIC) / JS (Logistics)/ JS (NHIDCL)

Bidur Kant Jha.

Bid Price of Bidder (Rs crore)	Performance Bank Guarantee (Rs crore)	% discount to project cost put to bid	Percentage Additional Performance Guarantee	Additional Performance Guarantee (Rs crore)	Total Performance Bank Guarantee (Rs crore)	PBG as % of project cost put to bid
	3%					
1000	30.00	0.00%	0.00%	0.00	30.00	3.00%
990	29.70	1.00%	0.00%	0.00	29.70	3.00%
980	29.40	2.00%	0.00%	0.00	29.40	3.00%
970	29.10	3.00%	0.00%	0.00	29.10	3.00%
960	28.80	4.00%	0.00%	0.00	28.80	3.00%
950	28.50	5.00%	0.00%	0.00	28.50	3.00%
940	28.20	6.00%	0.00%	0.00	28.20	3.00%
930	27.90	7.00%	0.00%	0.00	27.90	3.00%
920	27.60	8.00%	0.00%	0.00	27.60	3.00%
910	27.30	9.00%	0.00%	0.00	27.30	3.00%
900	27.00	10.00%	0.00%	0.00	27.00	3.00%
890	26.70	11.00%	0.10%	0.89	27.59	3.10%
880	26.40	12.00%	0.20%	1.76	28.16	3.20%
870	26.10	13.00%	0.30%	2.61	28.71	3.30%
860	25.80	14.00%	0.40%	3.44	29.24	3.40%
850	25.50	15.00%	0.50%	4.25	29.75	3.50%
840	25.20	16.00%	0.60%	5.04	30.24	3.60%
830	24.90	17.00%	0.70%	5.81	30.71	3.70%
820	24.60	18.00%	0.80%	6.56	31.16	3.80%
810	24.30	19.00%	0.90%	7.29	31.59	3.90%
800	24.00	20.00%	1.00%	8.00	32.00	4.00%
790	23.70	21.00%	1.20%	9.48	33.18	4.20%
780	23.40	22.00%	1.40%	10.92	34.32	4.40%
770	23.10	23.00%	1.60%	12.32	35.42	4.60%
760	22.80	24.00%	1.80%	13.68	36.48	4.80%
750	22.50	25.00%	2.00%	15.00	37.50	5.00%
740	22.20	26.00%	2.20%	16.28	38.48	5.20%
730	21.90	27.00%	2.40%	17.52	39.42	5.40%
720	21.60	28.00%	2.60%	18.72	40.32	5.60%
710	21.30	29.00%	2.80%	19.88	41.18	5.80%
700	21.00	30.00%	3.00%	21.00	42.00	6.00%
690	20.70	31.00%	3.20%	22.08	42.78	6.20%
680	20.40	32.00%	3.40%	23.12	43.52	6.40%
670	20.10	33.00%	3.60%	24.12	44.22	6.60%
660	19.80	34.00%	3.80%	25.08	44.88	6.80%
650	19.50	35.00%	4.00%	26.00	45.50	7.00%
640	19.20	36.00%	4.20%	26.88	46.08	7.20%
630	18.90	37.00%	4.40%	27.72	46.62	7.40%
620	18.60	38.00%	4.60%	28.52	47.12	7.60%
610	18.30	39.00%	4.80%	29.28	47.58	7.80%
600	18.00	40.00%	5.00%	30.00	48.00	8.00%
590	17.70	41.00%	5.20%	30.68	48.38	8.20%
580	17.40	42.00%	5.40%	31.32	48.72	8.40%
570	17.10	43.00%	5.60%	31.92	49.02	8.60%
560	16.80	44.00%	5.80%	32.48	49.28	8.80%
550	16.50	45.00%	6.00%	33.00	49.50	9.00%
540	16.20	46.00%	6.20%	33.48	49.68	9.20%
530	15.90	47.00%	6.40%	33.92	49.82	9.40%
520	15.60	48.00%	6.60%	34.32	49.92	9.60%
510	15.30	49.00%	6.80%	34.68	49.98	9.80%
500	15.00	50.00%	7.00%	35.00	50.00	10.00%

 Bidder kaa Jaa.

As per MoRTH Circular No. NH-24028/14/2014-H(Vol-II) (E-134863), dt. 31/05 /2023, Insurance Surety Bond is acceptable as one of the Mode of submission of Bid security.

Annexure IIA

APPENDIX – IX

Surety Bond for Bid Security
(Refer Clauses 2.20)

S.B. No. Dated:

1. In consideration of you, ****, having its office at ****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... and having its registered office at ....., (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the *** ** Project on EPC basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft concession/contract agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the " Surety Insurer "), at the request of the Bidder, do hereby in terms of Clause 1.2.4 read with Clause 2.20 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.

3. We, the Surety Insurer , do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from

the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only) .

4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer , further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.

7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder

or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given in writing or made if addressed to the Surety Insurer and sent by courier or by registered post or by certified e-mail to the Surety Insurer at the address or e-mail set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.

11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.

12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. *** Crore (Rupees *** ** crore only) . The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

14. This Surety Bond shall also be operatable at our ..... , branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder

claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

15. The Insurance Surety Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered by ..... Company

By the hand of Mr./Ms ....., its ..... and authorised official

(Signature of the Authorised Signatory)
(official seal)

Signature Not Verified
Digitally signed by PRITESH ANANDU NAIK
Date: 2026.04.23 19:21:29 IST
Location: eProcure-EPROC