सार्वजनिक बांधकाम विभागाच्या ई निविदा प्रक्रियेअंतर्गत निविदा प्रसिध्दी, निविदा लिफाफे उघडणे आणि निविदा तपासणी व स्विकृती याबाबत एकत्रित सुधारित सूचना.

महाराष्ट्र शासन
सार्वजनिक बांधकाम विभाग
शासन निर्णय, क्रमांक : सीएटी २०१७/प्र क्र ८ /इमा-२
मंत्रालय, मुंबई ४०० ०३२
दिनांक : १२ एप्रिल, २०१७

वाचा : (१) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : सीएटी/१०८७/प्र.क्र.८२/इमा-२ दिनांक ५ सप्टेंबर १९८८

(२) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : सीएटी १०/२००६/ प्र.क्र.१३३/ इमा-२ दिनांक २ नोव्हेंबर, २००६

(३) महाराष्ट्र सार्वजनिक बांधकाम नियमावली परिच्छेद २०२, परिशिष्ट ४२

(४) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : बीडीजी/२०१६/प्र.क्र.२/इमा-२ दिनांक १२ फेब्रुवारी २०१६

(५) सार्वजनिक बांधकाम विभाग, परिपत्रक क्रमांक : बीडीजी/२०१६/प्र.क्र.२/इमा-२ दिनांक १७/३/२०१६

(६) सार्वजनिक बांधकाम विभाग, शासन निर्णय, क्रमांक : सीएटी /२०१६/प्र.क्र.१४/इमा-२ दिनांक २७ जून, २०१६

(७) सार्वजनिक बांधकाम विभाग, परिपत्रक क्रमांक : बीडीजी/ २०१६/प्र. क्र. १२८/इमा-२ दिनांक २८ जुलै,२०१६

प्रस्तावना:-

सार्वजनिक बांधकाम विभागामध्ये रस्ते, पूल बांधकाम, परिरक्षण व दुरुस्ती तसेच इमारती बांधकाम परिरक्षण व दुरुस्तीच्या अनुषंगाने विविध प्रकारच्या निविदा मागवितांना व सक्षम स्तरावर स्वीकृती करुन काम करण्याबाबत विविध सूचना यापूर्वी शासनाने निर्गमित आहेत. शासनाने दिनांक १९ ऑक्टोबर २०१४ च्या शासन निर्णयाद्वारे ई निविदा प्रणालीचा अवलंब करणे बंधनकारक केले आहे. तसेच रुपये ३ लक्ष किंमतीच्या वरील सर्व निविदा ई निविदा पध्दतीने मागवून स्विकृत करण्याबाबत आदेशित करण्यात आले आहे. Digital India मोहिमेअंतर्गत महाराष्ट्र शासनाचे जास्तीतजास्त कामकाज ई गर्व्हनन्स पध्दतीने व्हावे व निविदा प्रक्रिया ही ई निविदा प्रक्रियेने असावी असे धोरण निश्चित करण्यात आले आहे. ई-निविदा प्रणालीच्या माध्यमातून येणाऱ्या निविदा, प्रसिध्द होणाऱ्या सूचनांस वैश्विक प्रसिध्दी प्राप्त होत असल्यामुळे सर्वसाधारणत: शासकीय कामकाजामध्ये पारदर्शकता नसल्याचा होणारा आरोप खंडित होत असल्याने तसेच ई निविदा प्रणालीमध्ये आवश्यक बाबी ह्या संगणकीय Encrypted Digital Key आज्ञावलीमध्ये बंदीस्त होत असल्याने त्या गुप्त रहाण्याची व सर्वदूर स्पर्धा होण्याची निश्चित शाश्वती होत असल्याने ई निविदा प्रणालीच्या वापरामुळे मोठ्या प्रमाणात शासकीय कामकाजात पारदर्शकता येऊन निरनिराळ्या ठिकाणाहून

दबाव येणे किंवा हस्तक्षेप करुन कंत्राटदारांना निविदा भरण्यास अडथळे आणणे वगैरे सर्व प्रकार थांबण्यास मदत झालेली आहे. या सर्व सूचना निरनिराळ्या शासन निर्णयाद्वारे यापूर्वीच निर्गमित करण्यात आल्या असल्यातरी देखील शासनाकडे प्राप्त होणाऱ्या निविदेमधील छाननी व तद्नुषंगाने प्रधान सचिव तसेच अपर मुख्य सचिव (वित्त विभाग) यांचेकडे झालेल्या बैठकीमध्ये निविदांच्या तपासणीमध्ये एकात्मिक धोरणाचे प्रतिबिंब न आढळल्याने या संपूर्ण प्रक्रियेचा एकात्मिक विचार करुन जून्या सर्व सूचना अधिक्रमित करुन निविदा विषयक कामकाजासाठी नव्याने सूचना निर्गमित करणे क्रमप्राप्त ठरले आहे. या अनुषंगाने या सर्व प्रकरणी शासन स्तरावरही सखोल अभ्यासाअंती या सर्व बाबींचा सर्वंकष अभ्यास करुन खालील बाबींवर एकत्रित सूचना या शासन निर्णयाद्वारे प्रसृत करण्यात येत आहे :-

(१) ई निविदा प्रसिध्दी

(२) ई निविदा प्रसिध्दी कालावधी

(३) ई निविदा उघडण्यापूर्वी निविदा प्राधिकाऱ्याने करावयाची कार्यवाही

(४) ई निविदा उघडतांना निविदा प्राधिकाऱ्याने करावयाची कार्यवाही

(५) ई निविदा स्विकृती

रस्ते, पूल व इमारतींची नवीन बांधकामे, व्यवस्थापन, नियोजन, संकलन, दुरुस्ती, अन्वेषण यासाठी नियुक्त करावयाच्या सल्लागारांच्या निविदा विषयक आदेश या निर्णयात अंतर्भूत नाहीत. त्यासाठी स्वतंत्र शासन निर्णय निर्गमित करण्यात आला आहे.

शासन निर्णय :-

शासनाची विविध कामे सार्वजनिक बांधकाम विभागाकडून शिघ्रगतीने व्हावी यासाठी यापूर्वीपासूनच ई निविदेचा अवलंब करण्यात येत आहे. याबाबत वर संदर्भात नमूद केलेले शासन निर्णय/परिपत्रके अधिक्रमित करुन उपरोक्त ५ मुद्दांबाबत खालीलप्रमाणे सुधारित आदेश निर्गमित करण्यात येत आहेत.

१. <u>ई निविदा प्रसिध्दी</u>

सार्वजनिक बांधकाम विभागाअंतर्गत शासनाच्या विविध विभागांची तसेच सार्वजनिक बांधकाम विभागाच्या अधिपत्याखालील रस्ते, पूल, इमारत व इतर अनुषंगिक बांधकामे व अस्तित्वात असलेल्या रस्ते, पूल व इमारतींची दुरुस्ती करण्यात येते. सध्याच्या पध्दतीमध्ये बहुतांश कामे ई निविदा सूचना प्रसिध्द करुन प्राप्त निविदेतील निम्नस्तर निविदाकारास/कंत्राटदारास त्याची ई निविदा स्विकृती करुन कार्यारंभ आदेश ई निविदेतील विहित मुदतीत कामे करण्याच्या अटीसह देण्यात येतो. या सर्व कामांच्या निविदा मागविण्यासाठी शासनाने यापूर्वी शासन निर्णय क्रमांक : सीएटी/१०८७/प्र.क्र. ४२/इमा-२, दिनांक ५ सप्टेंबर १९८८ रोजी सूचना निर्गमित केलेल्या आहेत. तसेच निविदा प्रसिध्दीबाबत सर्व बांधकाम नियमावली परिरक्षणामधील तरतूदींप्रमाणे निविदा प्रसिध्दीबाबत सूचना देण्यात आलेल्या आहेत. आता पूर्वीच्या सर्व सुचना अधिक्रमित करुन नव्याने खालीलप्रमाणे सूचना निर्गमित करण्यात आहेत :-

१.१ रुपये ५० हजाराच्या आतील कामांसाठी वृत्तपत्रातून जाहिरात देऊन खरेदी करण्याची अथवा निविदा मागविण्याची आवश्यकता नाही. अशा अतिशय छोट्या कामांसाठी कार्यकारी अभियंता व अधीक्षक अभियंता यांच्या नोटीस बोर्डवर निविदा सूचना मराठी व इंग्रजी भाषेतून प्रसिध्द करण्यात यावी व प्रथम सूचनेसाठी आठ दिवस व त्यास प्रतिसाद न मिळाल्यास द्वितीय सूचनेसाठी पाच दिवस एवढा कालावधी ठेवण्यात यावा. सामान्य प्रशासन विभागाच्या विहित मार्गदर्शक सूचनांप्रमाणे ज्या वृत्तपत्रात निविदा प्रसिध्द करावयाच्या आहेत, त्यांचा स्तर खालील तक्त्याप्रमाणे असावा :-

अ.क्र.	**कामाची किंमत**	**प्रसिध्दीचा स्तर**			
		जिल्हा स्तर	**राज्य स्तर**	**राष्ट्रीय स्तर**	**आंतरराष्ट्रीय स्तर**
१.	रु. ५० हजार ते रु. ३ लक्ष	मराठी (१ वृत्तपत्र)	-	-	-
२.	रु. ३ लक्ष ते रु. ५० लक्ष	मराठी (१ वृत्तपत्र)	मराठी (१ वृत्तपत्र)	इंग्रजी (१ वृत्तपत्र)	-
३.	रु. ५० लक्ष ते २५ कोटी	मराठी (१ वृत्तपत्र)	मराठी (२ वृत्तपत्र) हिंदी (१ वृत्तपत्र)	इंग्रजी (२ वृत्तपत्र) हिंदी (१ वृत्तपत्र)	-
४.	रु. २५ कोटी आणि त्यावरील	मराठी (२ वृत्तपत्रे)	मराठी (२ वृत्तपत्रे) इंग्रजी (२ वृत्तपत्रे) हिंदी (१ वृत्तपत्र)	इंग्रजी (२ वृत्तपत्रे) हिंदी (२ वृत्तपत्रे)	-
५.	रु. १०० कोटी	मराठी (२ वृत्तपत्रे) इंग्रजी (२ वृत्तपत्रे)	मराठी (२ वृत्तपत्रे) इंग्रजी (२ वृत्तपत्रे) हिंदी (२ वृत्तपत्रे)	मराठी (२ वृत्तपत्रे) इंग्रजी (२ वृत्तपत्रे) हिंदी (२ वृत्तपत्रे)	मराठी (२ वृत्तपत्रे) इंग्रजी (२ वृत्तपत्रे) हिंदी (२ वृत्तपत्रे)

टिप : ज्या जिल्ह्यातील काम आहे, त्या जिल्ह्यातील wide circulation (सर्वात जास्त प्रमाणात प्रसिध्द होणारी) असणाऱ्या महत्वाच्या वृत्तपत्रात जाहिराती प्रसिध्द करणे महासंचालक (प्रसिध्दी) यांना अनिवार्य राहिल. वृत्तपत्रात द्यावयाची जाहिरात ही प्रपत्र-१ मध्ये नमूद विहित नमून्यात

असावी. यात कुठलाही बदल करण्यात येऊ नये. जाहिरातींची प्रसिध्दी तातडीने होणे आवश्यक असल्यास संबंधित कार्यकारी अभियंता यांनी उपसंचालक, (प्रसिध्दी)/संचालक/महासंचालक, माहिती संचालनालय यांचेशी व्यक्तीश: संपर्क साधून तीन दिवसांचे आत निविदा प्रसिध्द होतील असे पहावे. प्रसिध्दी संचालनालयाकडून याबाबत काही हरकत घेतल्यास त्याचे तात्काळ निराकरण करण्यासाठी सचिव (बांधकामे)/सचिव (रस्ते) आणि अथवा प्रधान सचिव (सा.बां.) यांचेशी तात्काळ संपर्क साधून सूचना प्रसिध्दीबाबत हयगय होणार नाही याकडे लक्ष द्यावे. निविदा सूचना प्रसिध्दी पत्रात प्रसिध्दी विभागाकडे पाठविल्यानंतर तीन दिवसाचे आत ई निविदा प्रसिध्द झाली नाही तर त्याची कारणे अभिलेखावर ठेवण्यात यावी. ज्या वृत्तपत्रात निविदा सूचना प्रसिध्द झाली आहे ते वृत्तपत्र संबंधित कार्यकारी अभियंत व अधीक्षक अभियंता यांनी निविदा धारिकेस जोडावे. निविदा प्रसिध्द झालेले संपूर्ण वृत्तपत्र (फक्त कात्रण नव्हे) निविदा धारिकेवर उपलब्ध झाले नाही तर निविदा स्विकृत करणाऱ्या सक्षम प्राधिकाऱ्यांनी ही बाब धारिकेवर ठेवावी व अशा निविदा पूरेशा प्रसिध्द न झालेल्या निविदा समजून अस्विकृत करण्यात याव्यात.

१.२ ई निविदा प्रसिध्दी यापूढे mahatenders.in या NIC च्या व शासनाने विशिष्ट आदेश दिल्यास योग्य त्या web portal वर प्रसिध्द कराव्यात. केंद्र शासनाने मंजूर केलेल्या कामांसाठी केंद्र शासनाच्या प्रसिध्दी निकषांचे अनुपालन करावे. Sify nexttenders.com ह्या web portal चा वापर या शासन निर्णयाद्वारे समाप्त करण्यात येत आहे. यापूढे निविदा सूचना mahatenders.in वरच प्रसिध्द करण्यात याव्यात.

२ ई निविदा प्रसिध्दीचा कालावधी

२.१ निविदा प्रसिध्दीचा किमान कालावधी खालील तक्त्यात दिल्याप्रमाणे असावा :-

अ.क्र.	कामाची किंमत	प्रथम वेळ	द्वितीय वेळ	तृतीय वेळ
१.	रु. ५० हजार	८ दिवस	५ दिवस	आवश्यकतेनुसार तात्काळ
२.	रु. ५० हजार ते ३ लक्ष	८ दिवस	५ दिवस	३ दिवस
३.	रु. ३ लक्ष ते रु. ५० लक्ष	१५ दिवस	८ दिवस	५ दिवस
३.	रु. ५० लक्ष ते रु.२५ कोटी	२५ दिवस	१५ दिवस	१० दिवस
४.	रु. २५ कोटी ते १०० कोटी	२५ दिवस	२५ दिवस	१५ दिवस
५.	रु. १०० कोटी आणि त्यावरील फिडीक/ ब-२ पध्दत	७५ ते ९० दिवस	४५ दिवस	४५ दिवस

२.२ निविदा प्रारुप व त्यातील सर्वसाधारण अटी

सद्य:स्थितीत प्रचलित B-१ फॉर्म वर आधारित निविदेमध्ये speculative दर प्राप्त होत असल्यामुळे खरोखरच अभ्यासपूर्ण स्पर्धा झाली आहे हे स्पष्ट होत नाही. यास्तव रस्ते व इमारतीच्या कामासाठी यापूढे केंद्र शासनाने प्रसिध्द केलेले SBD वर आधारित बाबनिहाय (item rates) दर

असलेल्या निविदा स्थापत्य, विद्युत, यांत्रिकी व वास्तुशास्त्रीय शाखेच्या कामांसाठी मागविण्यात याव्यात. प्रचलित percentage rate वर आधारित B-१ निविदा यापुढे मागवू नयेत. ज्या पुलांच्या पायाची निश्चिती स्पष्ट व निसंदिग्ध आहे तेथेही केंद्र शासनाने मंजूर केलेले बाबनिहाय (item rates) स्टँडर्ड बिडींग डॉक्यूमेंट (SBD) वापरणे अनिवार्य राहील. अन्य पुलांच्या व विशिष्ट स्वरुपाच्या कामासाठी "C" स्वरुपाच्या Lump sum निविदा मसुद्याचा वापर करावा.

२.३ प्रारुप निविदा मंजूरीचे अधिकार :

निविदा प्रारुप मंजूरीचे अधिकार खालीलप्रमाणे प्रदान करण्यात येत आहेत :-

कार्यकारी अभियंता	:	रु. १.०० कोटी पर्यंत
अधीक्षक अभियंता	:	रु.१.०० कोटी पेक्षा जास्त ते रु.२.५० कोटी पर्यंत
मुख्य अभियंता	:	रु.२.५० कोटी ते रु. ३० कोटी (रु. ३० कोटी पेक्षा जास्त किंमतीच्या निविदांचा मसुदा वित्त विभागाच्या सूचनेनुसार शासन स्तरावरुन छाननी करुन नंतरच मुख्य अभियंता यांनी मंजूर करावा.)

२.४ प्रारुप निविदा प्रपत्रामध्ये सुधारणा करणे.

१. निविदा सूचना प्रसिध्द करण्या पुर्वी प्रारुप निविदा प्रपत्र, सक्षम अधिका-यांकडून मंजूरी प्राप्त करुन घेण्यात याव्यात.

२. प्रसिध्द केलेल्या निविदेतील अथवा निविदा सूचनेतील कोणत्याही बाबीत बदल करण्यात येऊ नयेत, बदल करणे अत्यावश्यक असल्यास खालील तक्त्यात दर्शविलेल्या सक्षम अधिका-यांच्या पूर्वमंजूरीनेच करण्यात यावेत, याची दक्षता घ्यावी. तसेच, अशी मंजूरी प्रदान करतानाची कारणे website वर ठळकपणे प्रसिध्द करावीत.

अ.क्र.	निविदा स्विकृतीचे अधिकार	मंजूरी प्रदान करणारे सक्षम अधिकारी
१.	कार्यकारी अभियंता	संबंधीत अधीक्षक अभियंता
२.	अधीक्षक अभियंता	संबंधीत मुख्य अभियंता
३.	मुख्य अभियंता	मुख्य अभियंता

२.५ निविदा पुर्व बैठक

अ.क्र.	मुद्दा	सुधारित कार्यपध्दती
१.	निविदा पुर्व बैठक	निविदा पुर्व बैठक निविदा सादर करावयाच्या अंतिम दिनांकाच्या कमीत कमी ७ दिवस अगोदर घेणे आवश्यक आहे.
२.	सी.एस.डी. (Common Set of Deviations) निर्गमित करणे	निविदा पुर्व बैठकी नंतर २ दिवसाच्या आत सी.एस.डी. (Common Set of Deviations) निर्गमित करावी. तसेच, सदर सी.एस.डी.

		(Common Set of Deviations) हा निविदेचा भाग राहील.

२.६ निविदा सादर करावयाचे कार्यालय

१.	रु. १.००कोटी पर्यंत किंमतीच्या निविदा	कार्यकारी अभियंता कार्यालय
२.	रु. १.००कोटी पेक्षा जास्त किंमतीच्या सर्व निविदा	अधीक्षक अभियंता कार्यालय

२.७ इसारा रक्कम

ई-निविदा पोर्टलवर **"बीड लॉक"** झाल्यानंतर निविदांबाबत **"हार्ड कॉपी "** १ प्रतीत कंत्राटदारांनी त्याच दिवशी सादर करणे अनिवार्य राहिल.

तांत्रिक अडथळ्यांमुळे ई-निविदा संदर्भात कार्यवाही करणे शक्य झाले नसल्यास निविदा कागदपत्रांच्या प्रती स्विकारण्यात येऊन त्या ग्राह्य निविदा मानण्यात येतील. परंतु कोणत्याही परिस्थितीत प्रत्यक्षात स्विकारण्यात आलेली निविदा कागदपत्रे संबंधितांस निविदा उघडावयाच्या दिनांक व वेळ यांच्या पूर्व सूचना दिल्याशिवाय उघडण्यात येणार नाहीत.

आता शासनाने विहीत केलेल्या प्रमाणानुसार ज्यावेळी कंत्राटदार कामांसाठी निविदा सादर करतो त्यावेळी प्रत्येक कामासाठी स्वतंत्रपणे इसा-याची रक्कम भरणे आवश्यक आहे. इसा-याची रक्कम भरण्यास सूट मिळण्यासाठी ठेकेदारांना काही रक्कम शासनाकडे ठेवल्यावर व आवश्यक बंधपत्र पूर्ण केल्यानंतर इसारा रक्कम भरण्यापासून सूट देण्याची तरतूद आता रद्द करण्यात येत आहे. या पुढे इसारा रक्कम online रोख स्वरुपात RTGS/NEFT द्वारे संबंधीत कंत्राटदाराच्या बँक खात्यातून भरणे बंधनकारक राहील.

२.८ रुपये १.००कोटी पेक्षा जास्त रकमेच्या सर्व कामांसाठी खालीलप्रमाणे पोस्ट क्वालिफिकेशन क्रायटेरियाची तरतूद निविदा प्रपत्रामध्ये ठेवण्यात यावी.

अ.	मागील ३ वर्षातील कंत्राटदाराची कमाल उलाढाल :	:	देय असलेल्या कामाच्या वार्षिक किंमतीच्या कमीत कमी ७५ टक्के इतकी असावी. (वार्षिक किंमत = <u>कामाची एकुण किंमत)</u> कामाचा कालावधी वर्षात)
ब.	मागील ३ वर्षात कंत्राटदाराने तुल्यबळ किंमतीचे किमान एक त्याच स्वरुपाचे काम पुर्ण केले असले पाहिजे त्याची कमीत कमी किंमत	:	देय कमांच्या किंमतीनुसार (प्रचलित दराने) १. रु.१ कोटी ते रु.१० कोटी : ५० % २. रु.१० कोटी पेक्षा जास्त : ६० % किंवा रु.६ कोटी यापैकी जास्त असणारी किंमत
क.	देय कामासाठी मागील ३ वर्षांपैकी कोणत्याही एका	:	देय कामातील महत्वाच्या बाबींच्या परिमाणाच्या ५० %

	वर्षात ज्या महत्वाच्या परिमाणाच्या बाबी करावयाच्या आहेत त्याचे कमीत कमी परिमाण		
ड.	कंत्राटदाराची निविदा भरण्याची सक्षमता (बिड कपॅसिटी)	:	(अे x एन x २) – बी जेथे अे – गेल्या तीन वर्षातील कमीत कमी वार्षीक उलाढाल (चालु दराने) एन – देय कामाचा कालावधी बी – हातातील कामांची किंमत (देय कामांच्या कालावधीतील)
इ.	देय कामाच्या विशिष्ट स्वरुपानुसार समकक्ष काम कंत्राटदारांनी प्रत्यक्ष केलेले असणे अनिवार्य करण्यात यावे. संबंधितांनी हे काम अन्य कंत्राटदारांकडून सबलेट (sublet) करुन घेतले असल्यास त्याबद्दल संबंधित कार्यकारी अभियंता यांची लिखित परवानगी जोडणे अनिवार्य राहिल.		
	उदा. १) बहुमजली इमारतींच्या बांधकामाबाबत विशिष्ट व वेगळया तंत्रज्ञानाचा वापर करणे अपेक्षित असल्याने किमान तळमजला अधिक वरील काही मजले अशा स्वरुपाच्या इमारतीचे बांधकाम (वरील मजल्यांची संख्या क्षेत्रीयस्तरावर विहित करण्यात यावी.) २) पाईल फाऊंडेशनचे काम ३) पुलाच्या बांधकामाच्या नियोजित स्वरुपानुसार तशा पुलाचे बांधकाम इत्यादि.		
फ)	देय कामांसाठी कंत्राटदाराकडे उपलब्ध असावयाची स्वत:च्या मालकीची यंत्रसामुग्री व प्रकल्प व्यवस्थापनाबाबतची व्यवस्था याचे निकष मुख्य अभियंता यांनी प्रत्येक प्रकरणी तपासणी करुन निश्चित करावेत.		
ग)	सर्व कामासाठी सार्वजनिक बांधकाम विभागाकडे नोंदणी अनिवार्य करण्यात येऊ नये. कोणताही सक्षम कंत्राटदार या निविदांसाठी अर्ज करु शकेल. त्याची पात्रता त्याच्याकडे असलेल्या यंत्रसामुग्री, Net worth व मागील ३ वर्षात केलेल्या कामाच्या उलाढालीवर ठरवण्यात यावी. यामुळे कामासाठी स्पर्धा वाढेल व स्पर्धात्मक दर प्राप्त होतील.		

२. उलाढाल, कामाची किंमत इत्यादीची परिगणणा चालू दराने करताना प्रतिवर्षी १० % वाढ विचारात घेण्यात यावी.

३. उपरोक्त (क) नुसार बाबींची निवड करताना देय कामामधील महत्वाच्या व ठळक बाबी विचारात घ्याव्यात.

४. हातातील कामांची उर्वरित किंमत बिनचूक व परिपूर्णरीत्या सादर करणे कंत्राटदारांवर बंधनकारक राहील. तसेच, देय कामासाठी निविदा सादर केल्या नंतर पण

त्यासंबंधी अंतिम निर्णय होण्यापूर्वी एखादे नवीन काम मिळाल्यास त्यासंबंधीची माहिती त्वरीत सादर करणे देखील कंत्राटदारांवर बंधनकारक राहील. अन्यथा नियमानुसार ते यथोचित कारवाईस पात्र राहतील.

५. उपरोक्त (इ) नुसार निकष निश्चित करताना समकक्ष कामाची व्याख्या नि:संदिग्ध असण्याबाबत दक्षता घ्यावी.

६. कामाच्या करारनाम्यात पोस्ट क्वॉलिफीकेशनचा क्रायटेरिया समाविष्ट केलेला आहे, ही बाब निविदा सूचनेमध्ये स्पष्टपणे नमूद करावी.

२.९

२.९.१) निकोप स्पर्धा व्हावी व जास्तीत जास्त स्पर्धात्मक देकार मिळावेत यासाठी खुल्या निविदा सूचना प्रसारित करुन निविदा मसुद्यामध्ये, निविदा सादर करणारे कंत्राटदार सार्वजनिक बांधकाम विभागाकडे पंजीकृत कंत्राटदार असणे आवश्यक नाही, अशी अट नमूद करण्यात यावी. सार्वजनिक बांधकाम विभागामधील सर्व निविदांसाठी आवश्यक सा.बां. विभागाकडे सदरील कंत्राटदार पंजीकृत असावेत (Registered with P.W.D) ही अट वगळण्यात यावी आणि कुठलाही सक्षम कंत्राटदार निविदेतील अटी व शर्तींची पूर्तता करतील अशी अट नमूद करावी. आंतरराष्ट्रीय कंत्राटदार यांची उप कंपनी भारतीय असल्यास निविदेत भाग घेण्याची अट निविदा सूचनेत समाविष्ट करावी. यास व्यापक स्तरावर प्रसिद्धी देवून तसेच प्रत्येक निविदेमध्ये सर्व कंत्राटांसाठी पात्रता निकष निश्चित करण्यात येवून सर्व निकषांप्रमाणेच कंत्राटदारांना पात्र/अपात्र ठरविण्यात यावे. तसेच अपात्रतेची कारणे संकेत स्थळावर प्रसिद्ध करुन अशा अपात्र कंत्राटदारांना त्यांचे म्हणणे मांडण्याची संधी ५ दिवसांच्या कालावधीसाठी देण्यांत यावी व क्षुल्लक कारणांमुळे (ज्यांचा उल्लेख ४.५.२ मध्ये नमूद केलेला आहे) कंत्राटदार अपात्र होत असेल तर तत्संबंधी आवश्यक त्या निकषांची पूर्तता या निर्धारित कालावधीत त्यांनी केल्यास त्यांच्या पात्रतेविषयी सक्षम प्राधिकाऱ्यांनी निर्णय घेवून सुधारित पात्र कंत्राटदारांची यादी संकेत स्थळावर प्रसिद्ध करावी व त्यांना निविदा स्पर्धेत भाग घेण्याची परवानगी द्यावी.

२.९.२) सार्वजनिक बांधकाम विभागामध्ये सल्लागारांच्या नियुक्त्या करणे व त्यांच्याकडून विहित कालावधीत काम करुन घेणे अपरिहार्य असल्यास अशा परिस्थितीत सल्लागाराची नियुक्ती करुन त्यांना त्या वेळेस शुल्क हे प्रकल्पाच्या टक्केवारीनुसार ते निश्चित मूल्याचे (Fixed consultancy charges) असे राहील. या निश्चित मूल्याच्या आधारे निविदांमध्ये प्रकल्पाची किंमत कितीही वाढली तरी सल्लागार शुल्क मात्र निर्धारित केलेल्या मूल्याशिवाय जास्त अदा होणार नाही ही अट प्रकर्षाने नमूद करावी व ती सल्लागारांना बांधिल असेल.

२.९.३) सल्लागार नियुक्तीसाठी सार्वजनिक बांधकाम विभागाने १९९७ साली व तद्नंतर २०१६ मध्ये शासन निर्णय निर्गमित केलेले आहेत. यामध्ये जाहिरात देवून विविध सेवांसाठी सल्लागारांचे पॅनेल तयार करावे असे आदेशित केलेले आहे. शासनाच्या असेही निदर्शनास आलेले आहे की, या Empanelment प्रकियेमुळे जे सल्लागार सार्वजनिक बांधकाम विभागाकडे पात्र झाल्यानंतरही Empanel झालेले

नाहीत, अशा सल्लागारांना सार्वजनिक बांधकाम विभागाच्या निविदा प्रकियेत भाग घेता येत नाही. या विषयी सखोल अभ्यास करुन ज्यांच्या बांधकामाच्या निविदेच्या अपंजीकृत कंत्राटदारांना निविदा प्रक्रियेत भाग घेता येईल असे आदेशित केले आहे. विविध सल्लागारांच्या कामाच्या जाहिराती काढतांना या सर्व निविदा सूचनांमध्ये Empanel न झालेल्या सल्लागारांनाही निविदा प्रकियेत भाग घेता येईल अशी तरतूद करावी. यात सर्व सल्लागारांची पश्चात अर्हता बाबतचे नियम स्वतंत्रपणे निर्गमित करण्यात येत आहेत. सल्लागारांच्या निविदा भारतीय कंपनी/फर्म शी संलग्न असलेल्या आंतरराष्ट्रीय सल्लागारांनाही भरता येतील अशी तरतूद निविदेत करावी. वरीलप्रमाणे स्थापत्य कंत्राटदाराकरिता पंजीकृत नसण्याची अट, विद्युत, यांत्रिकी व वास्तुशास्त्र शाखेच्या कंत्राटदाराकरिता सुद्धा लागू राहील.

२.१० स्थापत्य, विद्युत, यांत्रिकी व वास्तुशास्त्रीय शाखेच्या सर्व कंत्राटदारांना SBD निविदा बाबत बाबनिहाय दरपृथ:करणे सादर करणे अनिवार्य राहिल.

२.११ ज्या कामांना १०० टक्के तरतूद उपलब्ध असेल अशा कामांना भाववाढीचे कलम लागू रहाणार नाही.

३. <u>ई निविदा उघडण्यापूर्वी निविदा प्राधिकाऱ्याने करावयाची कार्यवाही</u>

प्रस्तावना :-

यापूर्वी बऱ्याच नामांकित कंत्राटदारांकडून त्यांना निविदा उपलब्ध करुन देण्यात आल्या नसल्याबाबत तक्रारी प्राप्त झाल्या आहेत. आता ई-निविदा प्रणालीमध्ये सार्वजनिक बांधकाम विभागाच्या संकेत स्थळावरुन कोणताही कंत्राटदार कोठूनही निविदा संच प्राप्त करुन घेऊ (Download) शकेल व निविदा सादर करु (Upload) शकेल. तथापि निविदेची विधीग्राह्यता निविदेत नमूद केलेल्या अटी व शर्तीच्या अधीन राहिल.

३.१ साधारणत: कार्यकारी अभियंता स्तरावर प्राप्त होणाऱ्या निविदांमध्ये निविदापूर्व बैठकीची तरतूद नसते. अशा ठिकाणी कार्यकारी अभियंता यांनी निविदा उघडण्यापूर्वी ज्या निविदाकारांनी/ कंत्राटदारांनी त्यांच्याकडे निविदा भरलेल्या आहेत, अशा सर्व कंत्राटदारांना निविदा उघडण्याच्या दिनांकाला अथवा लगेचच्या तीन दिवसात कार्यालयात विवक्षित वेळ देऊन बोलवावे. आतापर्यन्त पार पाडण्यात आलेली त्या निविदेसंबंधीची सर्व प्रक्रिया ही पारदर्शीपणे झालेली आहे आणि Bid lock दिनांकापर्यन्त पूर्ण झालेल्या ई निविदा प्रक्रियेसंदर्भात निविदा भरणाऱ्या संबंधीत कंत्राटदाराची कोणतीही तक्रार नाही असे प्रमाणपत्र ताबडतोब प्राप्त करुन घ्यावे. असे प्रमाणपत्र देण्यास उपस्थित कंत्राटदारांनी नकार दिल्यास कारणांची विचारणा करावी व त्यांचे शंकानिरसन करुन तसे प्रमाणपत्र प्राप्त करावे. मात्र संबंधीत कंत्राटदारांचा विरोध अनाठायी व नियमास अनुलक्षून नसेल तर तशी कारणे अभिलिखित करावीत. जे कंत्राटदार अनुपस्थित राहिले असतील त्यांची अनुपस्थिती अभिलेखावर नमूद करावी. कार्यकारी अभियंत्यांनी संकेतस्थळामध्ये निविदा प्रक्रियेत अन्य कुठल्याही व्यक्ती अथवा System Integrator/Service provider किंवा वेब साईट कोऑर्डिनेटरने कोणताही हस्तक्षेप केलेला नाही व या सर्व प्रक्रियेत सर्व संबंधितांनी सर्वतोपरी योग्य

काळजी (due diligence) घेतलेली आहे असे अभिलेख्यावर नमूद करावे व नंतरच निविदा भरणाऱ्या जास्तीतजास्त कंत्राटदाराच्या उपस्थितीत निविदा उघडाव्यात.

४. ई निविदा उघडतांना निविदा प्राधिकाऱ्याने करावयाची कार्यवाही

४.१ कंत्राटदार उपस्थित नसतांना निविदा उघडणे ही बाब संशय निर्माण करणारी व पारदर्शकतेला छेद देणारी असल्याने बहुसंख्य कंत्राटदारांच्या उपस्थितीत निविदा उघडणे अनिवार्य आहे. काही कारणाने बहुसंख्य कंत्राटदार उपस्थित रहात नसतील तर अशी निविदा उघडणे टाळावे. लिफाफा क्र.१ उघडल्यानंतर त्यातील सर्व कागदपत्रांची छाननी करुन पात्र/अपात्र कंत्राटदाराविषयीचे सर्व निष्कर्ष, पात्र/अपात्रतेची सर्व कारणे सर्व संबंधित कंत्राटदारांना कळवावित व ही सर्व कारणे सार्वजनिक बांधकाम विभागाच्या संकेत स्थळावर वर प्रसिध्द करण्यात यावी. अशी कारणे प्रसिध्द करण्याची सोय जर निविदा पोर्टल/Service providerच्या पोर्टलवर असेल तर तेथेही सर्व कारणे नमूद करावीत. विशेषत: ज्या कंत्राटदारांना अपात्र करण्यात आले आहे अशा सर्व कंत्राटदारांना त्यांच्या अपात्रतेची कारणे त्यांना स्पष्टपणे कळविण्यात यावीत. अशा रितीने आतापर्यन्तच्या निविड प्रक्रियेत संपूर्णपणे पारदर्शकता पाळण्यात आली आहे व निविदा प्रक्रिया विषयी कुणाचीही तक्रार नाही असे कार्यकारी अभियंता यांनी अभिलेखावर नमूद करुन सर्व/बहूसंख्य कंत्राटदाराच्या उपस्थितीत लिफाफा क्र.२ (निविदा दर विषयक लिफाफा) उघडण्यात यावा. कंत्राटदार उपस्थित नसतील तर कंत्राटदाराशी प्रत्यक्ष संपर्क साधून उपस्थित रहाण्यास सुचित करावे व शक्यतो त्यांच्या उपस्थितीतच लिफाफा क्र.२ उघडण्यात यावा. ई-निविदा कंत्राटदार ५ पेक्षा कमी असल्यास किमान २ कंत्राटदारांच्या उपस्थितीत लिफाफा क्र.२ उघडावा. ई निविदा कंत्राटदार संख्येने ५ पेक्षा जास्त असल्यास किमान ५ कंत्राटदारांच्या उपस्थितीत लिफाफा क्र. २ उघडावा जेणेकरुन कंत्राटदाराच्या समोरच त्यांचे प्राप्त झालेले देकार किती दराचे आहेत हे सर्वांना ज्ञात होईल. ही सर्व प्रक्रिया अनिवार्य राहिल व अशा कामकाज पध्दतीमुळे सार्वजनिक बांधकाम विभागाच्या अधिकाऱ्यांविषयी विनाकारण संशय घेतला जाणार नाही. काही कारणामुळे जर कंत्राटदार सूचना देऊन ही उपस्थित नसतील तर ३ साक्षीदारांसमोर निविदा उघडण्यात यावी.

४.२ मंडळ स्तरावर प्राप्त होणाऱ्या व उघडल्या जाणाऱ्या निविदांमध्ये निविदापूर्व बैठकीची तरतूद असते. अशा निविदा पूर्व बैठकीत जास्तीतजास्त कंत्राटदार उपस्थित राहून ते सार्वजनिक बांधकाम विभागाच्या निविदा मसूद्याविषयी मुद्दे उपस्थित करतील असे पहावे. जर निविदा विकत घेतलेल्या कंत्राटदाराचे (Prospective bidder) काही अभिवेदन निविदापूर्व बैठकीत नसेल तर तसे अभिवेदन त्याचेकडून लिखित स्वरुपात प्राप्त करुन घ्यावे व अभिलेखावर जतन करावे. अभिवेदनातील मुद्यांचे निराकरण किंवा कंत्राटदाराने उपस्थित केले मुद्दे, निविदेतील करावयाचा आवश्यक बदल हा सक्षम प्राधिकाऱ्याच्या मान्यतेने २ दिवसांचे आत करण्यात यावा. सद्य:स्थितीत दृक्श्राव्य माध्यम, व्हिडीओ कॉन्फरन्सींग, इ मेल अशी सर्व संवादाची वेगवान साधने उपलब्ध आहेत. यामुळे पत्रव्यवहारात वेळ

वाया न घालवता या सर्व साधनांचा वापर करुन निविदाविषयी CSD तांतडीने मंजूर करुन घ्यावे व दोन दिवसांच्या कालावधीत Service provider संकेतस्थळावर अपलोड करण्यात यावेत. विषय संबंधित सचिव, सार्वजनिक बांधकाम विभाग यांनी या प्रकरणी अनिवार्यता तपासून तत्संबंधीची कारणे अधोरेखित करुन जास्तीचा कालावधी मंजूर करावा. काही विवक्षीत कारणामुळे CSD विहित मुदतीत upload करता येत नसतील तर लागणाऱ्या जास्तीच्या कालावधीसाठी सार्वजनिक बांधकाम विभागाची पूर्वपरवानगी अपवादात्मक परिस्थितीतच घेण्यात यावी. तद्नंतर लिफाफा क्र.१ उघडून कंत्राटदारांना बोलावून त्यांची निविदा प्राप्त होईपर्यन्तच्या प्रक्रियेमध्ये कुठलीही तक्रार नाही असे प्रमाणपत्र निविदा भरणाऱ्या सर्व कंत्राटदारांकडून प्राप्त करुन घ्यावे. तद्नंतरच लिफाफा क्र.१ उघडावा. लिफाफा क्र.१ मधील सर्व कागदपत्रांची छाननी केल्यानंतर कंत्राटदाराच्या पात्र/अपात्रतेविषयीचे निष्कर्ष हे निविदा संकेत स्थळ तसेच mahapwd.com वर प्रसिध्द करण्यात यावे. सर्व पात्र/अपात्र कंत्राटदारांना त्यांच्या पात्र/अपात्रतेबाबत अवगत करण्यात यावे व त्यानंतरच लिफाफा क्र.२ उघडावा.

४.३ ई निविदा प्रणाली अंतर्गत संपूर्ण पारदर्शकता, योग्य स्पर्धा आणि शासनाच्या हितार्थ, निविदा स्विकृतीत एकच निविदा प्राप्त होणे शासनाच्या हिताचे नाही. त्यामुळे यापूर्वीच्या एकच निविदा प्राप्त झाली असल्याच्यासंदर्भातील सर्व शासन आदेश/सूचना/निर्णय अधिक्रमित करुन खालील आदेश निर्गमित करण्यात येत आहेत :-

बऱ्याच अधिकाऱ्यांना एकच निविदा (Single Tender) म्हणजे काय याबाबत संभ्रम असतो. याबाबत स्पष्ट करण्यात येते की, "एकच निविदा (Single Tender) म्हणजे निविदा सूचना प्रसिध्द केल्यानंतर फक्त एकच निविदा प्राप्त झाली आहे किंवा बऱ्याच निविदा प्राप्त होऊनही तांत्रिक लिफाफा क्र.१ तपासतांना अन्य सर्व कंत्राटदार अपात्र ठरून फक्त एकच कंत्राटदार निविदेसाठी पात्र ठरले आहेत, अशा सर्व निविदा देकारांना एकच निविदा (Single Tender) म्हणून समजण्यात येईल. या सर्व एकच निविदा संदर्भात आदेशित करण्यात येते की, अशा प्राप्त झालेल्या निविदा, लिफाफा क्र.२ न उघडता तात्काळ फेटाळण्यात याव्यात व लगेचच नवीन निविदा मागविण्यात याव्यात. मात्र यासंदर्भात मूळ प्रारुप निविदेमध्ये कुठलाही बदल करु नये. मूळ प्रारुप निविदेमध्ये कुठलाही बदल न केल्यास नवीन केलेली मागणी ही द्वितीय मागणी समजण्यात येईल. अशा मागणीनंतर जर परत एकाकी निविदा प्राप्त झाली तर ती निविदाही नाकारण्यात येऊन तृतीय निविदा मागविण्यात यावी. द्वितीय व तृतीय वेळेला मागविलेल्या निविदेत निविदापूर्व बैठक घेण्याची आवश्यकता नाही. अशा रितीने तृतीय वेळेस मागविलेली निविदा ही जर एकच निविदा प्राप्त झाली व ही निविदा कमी दराची अथवा अंदाजित दराइतकी असेल ती स्विकारण्यात यावी. प्रचलित दरसूचीपेक्षा जास्त दराची निविदा प्राप्त झाल्यास याबाबत लगतच्या वरिष्ठ स्तरावर पूर्ण समर्थनासह निविदा मंजूरीकरीता सादर करावी. जर या निविदा मान्य करण्यासारख्या नसतील तर त्या सक्षम स्तरावर रद्द करुन निविदा अटींची फेरतपासणी करावी. "

एकच निविदा का प्राप्त होत आहेत याअनुषंगाने निविदेतील अटी व शर्तींचा अभ्यास करुन तसेच ज्या अंदाजपत्रकावर आधारित निविदा मागविण्यात आल्या आहेत, त्या अंदाजपत्रकातील

बाबींचा अभ्यास करुन व बाबींच्या दराविषयी खात्री करुन आवश्यक असल्यास संबंधित प्रादेशिक विभागाचे मुख्य अभियंता यांच्या मान्यतेने प्रारुप निविदा मसुद्यात आवश्यक तो बदल आणि कामाची गुणवत्ता व दर्जा खालावणार नाही याची खात्री करुन काही अटी शिथिल करण्याबाबत व अंदाजपत्रकीय किंमतीत वाढ दर पूनर्विलोकनामुळे होत असल्यास त्याबाबत मुख्य अभियंता यांनी निर्णय घ्यावा. मुख्य अभियंत्यांनी हा निर्णय अभिलेख्यावर ठेवावा. तसेच तो सार्वजनिक बांधकाम विभागाच्या संकेतस्थळावर प्रसिध्द करावा. तद्नंतर अशा बदलेल्या निविदेस प्रसिध्दी देऊन परत देकार मागविण्यात यावेत. असे देकार प्राप्त झाल्यानंतर जोपर्यन्त किमान तीन पात्र कंत्राटदार प्राप्त होत नाहीत, तोपर्यन्त पुनश्च प्रथम, द्वितीय व तृतीय मागणी करण्यात यावी. अशा रितीने तिसऱ्या फेरनिविदेलाही तीनपेक्षा कमी संख्येचे देकार प्राप्त झाल्यास मुख्य अभियंता यांनी याबाबत देकार उघडण्याबाबत निर्णय घ्यावा. मुख्य अभियंता यांच्या या निर्णयानंतर लिफाफा क्र. २ उघडल्यानंतर कंत्राटदाराच्या पात्र/अपात्रतेविषयी निर्णय घेण्यात यावा. अशा निविदेचा लिफाफा क्र.१ उघडतांना प्राप्त होणारे दर हे कंत्राटदाराच्या अभिलेखित करण्यात यावेत व अशा निविदा सक्षम प्राधिकाऱ्याकडे मंजूरीस्तव पाठविण्यात याव्यात. या सर्व सूचना केंद्रीय दक्षता आयोगाच्या प्रचलित सूचना आहेत. या सूचनांप्रमाणेच महाराष्ट्र सार्वजनिक बांधकाम नियमावलीमध्ये आवश्यक ती सुधारणा करण्यात आली आहे असे गृहीत धरावे.

४.४ ई-निविदा प्रणाली अंतर्गत निविदाकाराने किमान ३ अथवा ३ पेक्षा जास्त निविदा भरल्याचे आढळल्यास ई-निविदा प्राधिकाऱ्याने निश्चित केलेल्या वेळी लिफाफा क्रमांक (१) (**तांत्रिक लिफाफा**) उघडावा. तांत्रिक लिफाफातील कागदपत्रांची छाननी करुन किमान १ किंवा २ कंत्राटदार पात्र ठरले तर अशा कामांचा लिफाफा क्रमांक (२) न उघडता सदर निविदा फेटाळण्यात याव्यात व तात्काळ सदर कामाची फेरनिविदा प्रसिध्द करण्यात यावी. तांत्रिक लिफाफा छाननीसाठीचा कालावधी हा दोन दिवस इतकाच मर्यादित राहिल. अशा कामाची फेर निविदा प्रसिध्द झाल्यानंतर सदर मूळ निविदेच्या अनुषंगाने पात्र ठरलेल्या कंत्राटदारास निविदा प्रपत्र भरण्याची प्रक्रिया पुन्हा करावी लागेल. अशा रितीने जोपर्यन्त ३ कंत्राटदार पात्र ठरणार नाहीत तो पर्यन्त प्रथम, द्वितीय व तृतीय मागणी करण्यात यावी. तृतीय मागणीच्या वेळेस एकच कंत्राटदार पात्र ठरत असेल व ही निविदा कमी दराची अथवा अंदाजित दराइतकी असेल ती स्विकारण्यात यावी. प्रचलित दरसूचीपेक्षा जास्त दराची निविदा प्राप्त झाल्यास तर निविदेच्या अटी व शर्तींमध्ये आवश्यक ते बदल (अटींमध्ये शिथिलता आणून) सक्षम प्राधिकाऱ्याने करावेत व अंदाजपत्रकीय किंमतीत वाढ दर पूनर्विलोकनामुळे होत असल्यास त्याबाबत ते अभिलेख्यावर ठेवावे. प्रथम आलेली एकच निविदा स्विकृत अथवा फेटाळावी व तद्नंतर फेरनिविदा सूचना प्रसिध्द करावी. अशा रितीने ३ पात्र निविदा उपलब्ध झाल्यानंतर ३ व त्यापेक्षा जास्त निविदा उपलब्ध झाल्यानंतर लिफाफा क्रमांक (२) **आर्थिक लिफाफा** उघडण्यात यावे. या देकारांची छाननी करुन ते विनाअट असल्याचे आढळून आल्यास निम्नतम दर स्विकृतीचा संबंधित कार्यकारी अभियंता (निविदा उघडणारा अधिकारी कार्यकारी अभियंता असल्यास) अथवा निविदा उघडणारा अधीक्षक अभियंता यांनी निविदा स्विकृती अधिकाऱ्याकडे थेट सादर करावेत. यामुळे निविदा स्विकृतीमध्ये होणारा विलंब टळेल. सद्यस्थितीत

निरनिराळ्या निविदांचे अवलोकन करता लिफाफा क्र.१ उघडण्यामध्ये किमान १५ ते ३० दिवस, निविदा उघडण्यामध्ये किमान एक ते दीड महिना आणि निविदा स्विकृती प्रस्ताव सक्षम स्तरावर सादर करण्यासाठी परत एक ते दिड महिन्याचा कालापव्यय झाल्याचे आढळून येत आहे. हा कालापव्यय टाळण्यासाठी निविदा प्रस्ताव, निविदा उघडणाऱ्या अधिकाऱ्याने सक्षम स्तरावर थेट सादर करावेत. उदा.अधीक्षक अभियंता स्तरावर उघडणाऱ्या निविदा शासन स्तरावर मान्य होणार असतील तर थेट शासनाकडे उपरोक्त पध्दती अवलंबून थेट सादर कराव्यात. अशा प्राप्त निविदांबाबत निविदेतील प्राप्त होणारे दर स्पर्धात्मक वाटत नसल्यास निविदा उघडणाऱ्या अधिकाऱ्यांनी निम्नतम देकार (Lowest offer) सादर करणाऱ्या कंत्राटदाराबरोबर वाटाघाटी करुन दर कमी करण्याचा प्रयत्न करावा. प्राप्त निविदा दर अंदाजपत्रकांपेक्षा जास्तीचे असल्यास व कंत्राटदार निविदेचे दर, कमी करण्यास तयार नसल्यास त्या फेटाळण्यात याव्यात व तांत्रिक मंजूरी दिलेल्या अंदाजपत्रकांचे पुनर्विलोकन करुन सक्षम प्राधिकाऱ्याने आवश्यकता असल्यास दरविषयक बाबींत दुरुस्ती करुन फेरनिविदा मागविण्यात याव्यात. सद्य:स्थितीत शासन स्तरावर प्राप्त निविदांमध्ये सर्व निविदा कमी दराच्या प्राप्त होत आहेत. त्यामुळे सर्व जिल्ह्यातील निविदाविषयीचा कल निविदा स्विकृत करणाऱ्या अधीक्षक अभियंता/मुख्य अभियंता यांनी अभिलिखित करावेत व त्यापेक्षा जास्त दराच्या निविदा प्राप्त होत असल्यास त्या स्विकृत करण्यापूर्वी संबंधित निम्नतम दर देकार कंत्राटदारांशी वाटाघाटी करुन निविदा दर वरील मर्यादेत आणण्याचा प्रयत्न करावा. असे शक्य न झाल्यास व संबंधित कार्यकारी अभियंता/अधीक्षक अभियंता यांना प्राप्त झालेले दर योग्य वाटत असल्यास तसे त्यांचे अभिवेदन अभिलेखावर ठेवण्यात यावे व तद्नंतर सक्षम प्राधिकाऱ्यानी अशा निविदा स्विकृत कराव्यात. सर्व निविदा बी-२ पध्दतीप्रमाणे प्रसिध्द केल्या असल्यामुळे अंदाजपत्रकात दुरुस्ती करणे देखील सोईस्कर होईल.

४.५ निविदांच्या तांत्रिक लिफाफा क्र.१ ची छाननी व मुल्यांकन करतांना निविदा उघडणाऱ्या अधिकाऱ्यांनी व निविदा पडताळणी समितीने घ्यावयाची दक्षता व तद्नुषंगाने सूचना :-

सध्याच्या प्रचलित पध्दतीत निविदा कार्यकारी अभियंता व अधीक्षक अभियंता यांच्या स्तरावर उघडल्या जातील व अश्या निविदांच्या तांत्रिक लिफाफा क्र.१ ची छाननी त्यांचे स्तरावर होऊन लिफाफा क्र.२ उघडणेबाबत निर्णयही कार्यकारी/अधीक्षक अभियंता घेतात. या पध्दतीत बदल करण्यात येत आहे व यापुढे, खाली परिच्छेद क्र ५.१.४ प्रमाणे नमूद केल्याप्रमाणे निविदा पडताळणी समितीकडून ह्या निविदांची पडताळणी होईल.

निविदा पडताळणी समितीने खालील प्रमाणे कामकाज करावे.

४.५.१ निविदा उघडण्याची सुचना सर्व कंत्राटदारांना द्यावी व त्यांचे उपस्थितीतच निविदा उघडाव्यात. जर काही कंत्राटदारांना निविदा उघडण्याचे दिवशी उपस्थित रहाणे शक्य नसेल तर त्यांच्याकडून त्याबाबत लेखी विनंती अभिलेखावर ठेवावी. मात्र कोणत्याही परिस्थितीत बहूसंख्य कंत्राटदारांच्या उपस्थितीतच निविदा उघडाव्यात.

४.५.२. निविदा पडताळणी समितीने निविदा उघडल्यानंतर त्यांनी निविदेची छाननी करुन यासाठी निविदेच्या पात्रते/अपात्रतेविषयी काही शंका निर्माण झाल्यास, विशेषत: खालील बाबींवर त्यांनी कत्राटदारांकडून स्पष्टीकरण मागविणे अनिवार्य राहील.

(१) नोंदणी विषयक कागदपत्रे

(२) पॉवर ऑफ ॲटर्नीबाबतची स्पष्टीकरणे

(३) बँक प्रतीभूती हमी मधील त्रुटी

(४) कंत्राटदाराने सादर केलेल्या तांत्रिक व आर्थिक विवरणात संदिग्धता व त्रुटी आढळत असल्यास त्याबाबत स्पष्टीकरण

(५) पुलाची लांबी व विनिर्देश, समान कामे, इमारतींची उंची व कामाचे गुणवत्ता निकष, रस्ते बांधकामातील कामांचे/बाबींचे परिमाण व शुल्क

(६) जॉइंट व्हेंच्यूअर (Joint Venture) असल्यास त्यासंबंधी करारनाम्यात त्रुटी असणे, प्रमाणित नसणे, करारनामा नोंदविलेला नसणे, भागीदाराचे शेअर नमूद नसणे

(७) आर्थिक ताळेबंद व विवरणातील त्रुटीबाबतचे स्पष्टीकरण

(८) तांत्रिक लिफाफ्यातील सादर केलेले प्रस्ताव/कागदपत्रातील अटी/शर्ती व पत्र व्यवहारातील संदिग्धता, अस्पष्टता इत्यादि.

याबाबत निविदा उघडणाऱ्या सक्षम अधिकाऱ्यांनी (कार्यकारी अभियंता/अधीक्षक अभियंता) संबंधीत कंत्राटदारास पात्र/अपात्र ठरविण्यापूर्वी त्यांचेबरोबर लिखित स्वरुपात पत्रव्यवहार करावा व कंत्राटदाराकडून लिखित स्वरुपात स्पष्टीकरण घेऊन ते पडताळावे. किरकोळ व महत्व नसलेल्या अटीमुळे निविदाकरास अपात्र करण्यात येऊ नये. अश्या ठिकाणी कंत्राटदाराबद्दल लेखी स्पष्टीकरण घ्यावे व नंतर त्याचे स्पष्टीकरण समितीसमोर ठेवून त्याची छाननी करुन कंत्राटदाराच्या निविदा पात्रता/अपात्रतेविषयी निर्णय घ्यावा. याबाबतचे सर्व अभिलेख धारिकेत व संकेत स्थळावर ठेवावे व निविदा स्विकृतीसाठी सादर करण्याच्या प्रस्तावात या सर्व पडताळणी पध्दतीचा स्पष्ट उल्लेख करावा.

४.६ अंदापजत्रकीय दराच्या १० टक्क्यापेक्षा अधीक दराने कमी असलेल्या निविदा प्राप्त झाल्यास त्यांच्या स्विकृती संदर्भात सुधारीत मार्गदर्शक सूचना

४.६.१. निविदा प्रक्रियेमध्ये प्राप्त निम्नतम निविदेचा देकार निविदाधीन कामाच्या किंमतीपेक्षा दहा टक्क्या पेक्षा अधिक दराने कमी असेल तर संबंधित कंत्राटदाराकडून एवढया कमी दरात काम करण्याचे नियोजनाबाबत सविस्तर तपशील निविदा बोलाविणा-या अधिका-याने प्राप्त करुन घ्यावा. कंत्राटदाराने दिलेल्या तपशीलाच्या आधारे सदर काम निम्नतम देकाराच्या किंमतीत पूर्ण करता येणे शक्य असल्याची खात्री करुन घेण्यात यावी.

४.६.२. प्राप्त निम्नतम निविदेचा देकार निविदाधीन कामाच्या किमतीपेक्षा १० % पर्यंत कमी दरांचा असेल तर ठेकेदारांनी निविदाधीन किमतीच्या १% एवढया किमतीची बँकेची प्रतिपूर्ती हमी

परफॉर्मन्स सिक्युरीटी म्हणून निविदेच्या लिफाफा क्र.२ मध्ये सादर करावी. तसेच (Scan करुन ई-निविदेसोबत सादर करावी.) (उदा. १% ते १०% कमी दर - १% रक्कम).

४.६.३. प्राप्त निम्नतम निविदेचा देकार निविदाधीन कामाच्या किमतीपेक्षा १०% पेक्षा जास्त दराने कमी असेल तर देकार १०% पेक्षा जेवढया जास्त दराने आहे तेवढया रकमेचा व वरील बाब-२ प्रमाणे बँकेची प्रतिपूर्ती हमी निविदे सोबत लिफाफा क्रमांक २ मध्ये सादर करावी. (उदा. १४% कमी दर - १०% पर्यंत करीता - १% व (१४% - १०%) -४% असे एकूण ५%). ही रक्कम रुपये १०००/- पेक्षा कमी असल्यास किमान रुपये १०००/- (एक हजार) ची बँकेची प्रतिपूर्ती हमी सादर करणे अनिवार्य राहिल.

४.६.४ बँक प्रतिभूती हमी ही ऐच्छीक असावी. तसेच सदर रक्कम सध्या जमा करण्यात येणाऱ्या रकमेइतकी असावी.

४.६.५ बँक प्रतिभूती हमी उपलब्ध करुन देणे/ बँकेची प्रतिभूती हमी परत करणे व इतर बाबींबाबत खालील प्रमाणे कार्यवाही करावी :

(अ) बँक प्रतिभूती हमी निविदा बोलाविणा-या कार्यकारी अभियंता याच्या नावे असावी.

(ब) बँक प्रतिभूती हमी सरकारी/शेड्युल्ड तसेच सार्वजनिक क्षेत्रातील बँकेची असावी.

(क) बँकप्रतिभूती हमीची मुदत कामाच्या दोष दायित्व कालावधीनंतर एक महिना कालावधीपर्यन्त असावी.

(ड) बँक प्रतिभूती हमीची प्रत Scan करुन ई-निविदा भरताना ठेकेदारांनी अपलोड करावी.

(इ) बँक प्रतिभूती हमी सिलबंद लिफाफ्यामधून कंत्रादारांनी निविदा स्विकृतीच्या दिनांकात कार्यकारी अभियंता यांच्या कार्यालयात जमा करावा. लिफाफ्यावर कामाचे नाव व निविदासूचना क्रमांक लिहिण्यात यावा.

(फ) निविदा उघडल्यावर लिफाफा क्र.१ मधील कागदपत्रांची पूर्तता न झाल्यास संबंधित कंत्राटदारांना त्यांच्या बँक प्रतीभूती हमीचे लिफाफे कार्यकारी अभियंता यांनी निविदा उघडल्याच्या दिनांकापासून ७ दिवसांत परत करावेत.

(घ) लिफाफा क्र.१ मधील कागापत्रांची पूर्तता घेऊन ज्या कंत्राटदारांचे लिफाफा क्र.२ मधील देकार उघडण्यात येतील त्या मधील निम्नतम २ निविदाकारांचे बँकेची प्रतिभूती हमी लिफाफे वगळता इतर कंत्राटदारांचे बँकेची प्रतिभूती हमी लिफाफे ७ दिवसांत परत करण्यात यावेत.

(च) निम्नतम निविदाकारांना कार्यारंभ आदेश दिल्यानंतर ३ दिवसांत क्र.२ चे निम्नतम निविदाकाराची बँकेची प्रतिभूती हमी परत करण्यात यावी.

(छ) वरील पध्दतीमध्ये खोटी कागदपत्रे/ बँक प्रतिभूती हमी सादर करणा-या कंत्राटदारांची अनामत रक्कम (EMD) जप्त करण्यात यावी व संबंधीत कंत्राटदारांना काळ्या यादीत टाकावे. तसेच अशा काळ्या यादीत समाविष्ट केलेल्या कंत्राटदारांनी सादर केलेल्या निविदा उघडू नयेत.

४.६.६. कार्यकारी अभियंता यांनी निम्नतम निविदाकरांकडून प्राप्त बँक प्रतिभूती हमीची मुदत दोष दायित्व कालावधी नंतर एक महिन्यापर्यंत वाढवून घेतल्यानंतरच कार्यारंभ आदेश देण्याची कार्यवाही करावी.

४.६.७. काम समाधानकारकपणे पुर्ण झाल्यावर निविदेतील तरतुदींप्रमाणे ठेकेदारांकडून प्राप्त अतिरिक्त कामगिरी सुरक्षा ठेव रक्कम व बँक प्रतिभूती हमी ३ महिन्याच्या आत कंत्राटदारांना कार्यकारी अभियंता यांनी परत करावी.

४.६.८ ई निविदा प्रस्ताव सादर करण्याचा स्तर पुढीलप्रमाणे असावा :-

कालापव्यय टाळण्यासाठी कंत्राटदारांकडून प्राप्त झालेल्या ई निविदेचा प्रस्ताव सखोल छाननीअंती खालील तक्त्यात नमूद केल्याप्रमाणे सक्षम प्राधिकाऱ्याकडे थेट सादर करण्यात यावा.

अ.क्र.	**कामाची किंमत**	**ई निविदा प्रस्ताव सादर करावयाचे संबंधित अधिकारी**
१.	रु. ३ लक्ष ते ५० लक्ष	कार्यकारी अभियंता
२.	रु. ५० लक्ष ते २.५० कोटी	अधीक्षक अभियंता
३.	रु. २.५० कोटी ते १५ कोटी	मुख्य अभियंता
४.	रु. १५ कोटी व त्यावरील	शासन स्तरावर

५. <u>ई निविदा स्विकृती</u>

शासनाच्या ई निविदा वेबसाईट, वेब पोर्टलवर प्रसिध्द झाल्यानंतर निविदेतील अटी व शर्तींमध्ये अंशत:ही बदल करण्यात येऊ नये. अशा बदलामुळे कंत्राटदार आणि सर्वसामान्य जनता यांच्यामध्ये शासनाच्या कार्यपध्दतीबाबत संशय निर्माण होतो. तसेच शासनाच्या विश्वासार्हतेला तडा पोचण्याची शक्यता नाकारता येत नाही. त्यामुळे ई निविदेतील आशय अथवा तारखेत बदल करावयाचे झाल्यास ते सक्षम प्राधिकाऱ्याच्या लिखित पूर्वपरवानगीनेच करण्यात यावेत. अशा मंजूरी प्रदान करतांना सदरबाबतचे पत्र व त्याची कारणेही ठळकपणे संबंधित वेबसाईट तसेच mahapwd.com वर ठळकपणे प्रसिध्द करण्यात यावे.

५.१.१ अतिरिक्त कामगिरी सुरक्षा ठेव रक्कम (Additional Performance Security Deposit) भरणे

कंत्राटदारांनी अंदाजपत्रकीय दराच्या १० टक्के पेक्षा कमी दर भरल्यास अतिरिक्त इसारा रक्कम/ कामगिरी सुरक्षा ठेव रकमेची बँक प्रतिभूती हमी निविदेसोबत सादर करण्याच्या सूचना दिल्या आहेत. निर्धारित रकमेपेक्षा कमी रकमेची बँक प्रतिभूती हमी सादर केल्यास अथवा आवश्यक बँक प्रतिभूती हमी सादरच न केल्यास सदर कंत्राटदाराची निविदा रदद करण्यात यावी.

५.१.२ निविदेच्या विधीग्राह्यता कालावधी – (Validity Period)

निविदेतील कंत्राटदाराने भरलेल्या दरासाठी विधिग्राह्यता कालावधी कार्यकारी अभियंता/अधीक्षक अभियंता/मुख्य अभियंता/शासन यांच्या पातळीवरील निविदांसाठी अनुक्रमे ६० दिवस, ७५ दिवस, ९० दिवस व १२० दिवस असावा.

५.१.३ ई- निविदा उघडण्याची प्रक्रिया कार्यालयीन वेळेत करणे. – ई-निविदा प्रक्रिया ही शासनाने मंजूर केलेल्या ऑनलाईन प्रणालीव्दारे प्रदर्शित करण्यात येते. सदर प्रक्रियामध्ये निविदा कार्यालयीन वेळेत न उघडणे, कंत्राटदाराचे अनुपस्थितीत उघडणे अशा तक्रारी होऊ नयेत म्हणून ज्या कंत्राटदारानी निविदा सादर केल्या आहेत अशा बहुसंख्य कंत्राटदारांसमोर निविदा उघडण्याची कार्यवाही करण्यात यावी व अशा निविदा कार्यालयीन वेळेतच उघडण्यात याव्यात. काही अपवादात्मक परिस्थितीत सदरच्या निविदा कार्यालयीन वेळेत उघडणे शक्य नसल्यास संबंधित निविदाधारकास आगाऊ सूचना देऊन अशा निविदा कार्यालयीन वेळेनंतर उघडण्यात याव्यात. कार्यालयीन वेळेनंतर निविदा उघडण्याच्या प्रक्रियेमध्ये संबंधित निविदाधारकारांची किंवा ३ स्वतंत्र व्यक्तींची उपस्थिती अनिवार्य राहिल. यामुळे निविदा उघडण्याच्या प्रक्रियेमध्ये पारदर्शकता राहिल.

५.१.४ निविदा पडताळणी समिती (Evaluation Committee)

१) रु. १ कोटी पर्यंतच्या कामांसाठी

१	संबंधीत कार्यकारी अभियंता	अध्यक्ष
२	दक्षता व गुण नियंत्रण मंडळाचे कार्यकारी अभियंता	सदस्य
३	संबंधीत विभागाचा लेखाधिकारी	सदस्य सचिव

२) रु. १ कोटी पेक्षा जास्त रकमेच्या ते रु.१०० कोटीपर्यंतच्या निविदांसाठी.

१	संबंधीत अधीक्षक अभियंता	अध्यक्ष
२	रुपये ३० कोटी पर्यन्त निविदेसाठी – कार्यकारी अभियंता (दक्षता व गुण नियंत्रण मंडळ)	सदस्य
	रुपेय ३० कोटी पेक्षा जास्त किंमतीच्या निविदेसाठी – अधीक्षक अभियंता (दक्षता व गुण नियंत्रण मंडळ)	सदस्य

३	संबंधीत कायकारी अभियंता	सदस्य
४	संबंधीत विभागाचा लेखाधिकारी	सदस्य सचिव

३) रु.१०० कोटीपेक्षा जास्त रकमेच्या निविदांसाठी.

१	मुख्य अभियंता	अध्यक्ष
२	अधीक्षक अभियंता	सदस्य
३	अधीक्षक अभियंता (दक्षता व गुण नियंत्रण मंडळ)	सदस्य
४	संबंधीत कार्यकारी अभियंता	सदस्य
५	संबंधीत विभागाचा लेखाधिकारी	सदस्य सचिव

५.१.५ निविदा स्विकृतीचे अधिकार

कार्यकारी अभियंता	:	रु. १.०० कोटी पर्यंत रकमेच्या निविदा
अधीक्षक अभियंता	:	१) रु.१.०० कोटी पेक्षा जास्त ते २.५० कोटी पर्यंत रकमेच्या निविदा
मुख्य अभियंता	:	१) रु.२.५० कोटी पेक्षा जास्त ते रु.१५.०० कोटी पर्यंत किमतीच्या निविदा.

५.१.६ शासन स्तरावर निविदा स्विकृती संदर्भात अनुसरण्याच्या सुधारित मार्गदर्शक सूचना

(अ) रु.१५ कोटीं पेक्षा जास्त रकमेच्या निविदा शासनस्तरावर स्विकारल्या जातील.

(ब) रु. १५ कोटी पेक्षा जास्त ते ३० कोटी पर्यंतच्या निविदा स्विकृतीबाबत.

(ब-१) रस्ते व पूलांची कामे :

१.	सचिव (रस्ते) सा.बां.विभाग, मंत्रालय	अध्यक्ष
२.	सचिव (बांधकामे) सा.बां.विभाग, मंत्रालय	सदस्य
३.	आंतरवित्तीय सल्लागार व उपसचिव, सा.बां.विभाग, मंत्रालय	सदस्य
४.	संबंधीत उपसचिव (रस्ते/इमारती)	सदस्य सचिव

(ब-२) इमारतींची कामे

१.	सचिव (बांधकामे) सा.बां.विभाग, मंत्रालय	अध्यक्ष
२.	सचिव (रस्ते) सा.बां.विभाग, मंत्रालय	सदस्य
३.	आंतरवित्तीय सल्लागार व उपसचिव, सा.बां.विभाग, मंत्रालय	सदस्य
४.	संबंधीत उपसचिव (रस्ते/इमारती)	सदस्य सचिव

- निविदा स्विकृतीच्या प्रस्तावाबाबत आठवडयाच्या दर सोमवारी दुपारी १२:०० वाजता मंत्रालयात समितीची बैठक आयोजित करण्यात येईल.
- सदर बैठकीत सर्व सदस्य निविदा स्विकृती प्रस्तावावर विचार विनिमय करुन निर्णय घेतील.
- सदर बैठकीत तपासणी करण्याबाबतची तपासणीसूची सोबत प्रपत्र - २ प्रमाणे जोडण्यात आली आहे.

(क) रुपये ३० कोटीपेक्षा जास्त दराच्या निविदा स्विकृतीबाबत

१.	अपर मुख्य सचिव/प्रधान सचिव, वित्त विभाग, मंत्रालय	अध्यक्ष
२.	अपर मुख्य सचिव/प्रधान सचिव, नियोजन विभाग, मंत्रालय	सदस्य
३.	अपर मुख्य सचिव/प्रधान सचिव , सा.बां.विभाग, मंत्रालय	सदस्य
४.	अपर मुख्य सचिव/प्रधान सचिव, जलसंपदा विभाग, मंत्रालय	सदस्य

सदर समिती आवश्यक असल्यास अन्य अधिकाऱ्यांना आमंत्रित करेल व निविदा स्विकृतीविषयी उचित निर्णय घेईल.

५.२ निविदा स्विकृती संदर्भातील कालमर्यादा :

जाहिरात प्रसिध्द केल्या नंतर निविदा प्राप्त करुन घेणे, उघडणे, कागदपत्रांची पडताळणी करणे, प्राप्त तक्रारींचे निवारण करणे, मंजूर करणे व ठेकेदारास LOA देणे इत्यादी कार्यवाहीस वेळेचे बंधन असणे आवश्यक आहे. क्षेत्रीय अधिका-यांनी ही कार्यवाही खाली दिलेल्या तक्त्यानुसार पुर्ण करावी.

अ.क्र.	**कार्यवाही**	**कमाल निविदा व कालावधी (दिवसामध्ये)**			
		रु.१ कोटी पर्यन्तच्या निविदा	**रु. २.५ कोटी पर्यन्तच्या निविदा**	**रु. १५ कोटी पर्यन्तच्या निविदा**	**रु. १५ कोटी पेक्षा जास्त किंमतीच्या निविदा**
१.	निविदा प्रसिध्द करुन वृत्तपत्रे प्राप्त करुन घेणे	५	५	५	५
२.	लिफाफा क्र.१ (तांत्रिक लिफाफा) उघडणे	प्रसिध्द केलेल्या निविदेतील वेळ व तारखे प्रमाणे.			

३.	निविदा प्राप्त होणाचा किमान कालावधी SBD निविदासाठी	१५	२५	४५	४५
४.	निविदा पूर्व बैठकीचा दिनांक (निविदा प्रसिध्द झाल्यानंतर)	५	१०	१०	१०
५.	CSD अपलोड करणे	३	३	३	३
६.	लिफाफा क्र.१ ची समिती मार्फत पडताळणी करणे	७	१०	१०	१०
७.	निविदाधारकाच्या उपस्थित मुद्यांचे निराकरण करणे व अंतिम पात्र निविदाधारकांची यादी करणे	३	५	१०	१०
८.	लिफाफा क्र.२ (वित्तीय लिफाफा) उघडणे	३	३	०	०
९.	निविदा मंजूरीचा प्रस्ताव तयार करुन सक्षम अधिका-याकडे मंजूरीसाठी सादर करणे.	७	७	५	५
१०.	निविदा मंजूरीची कार्यवाही करणे.	१२	१२	१२	२७
११.	ठेकेदारास प्रतिपूर्ती रक्कम सादर करण्याचे पत्र पाठविणे	५	५	५	५
१२.	कंत्राटदाराने प्रतिपूर्ती रक्कम निर्धारित वेळेत न भरल्यास त्याची निविदा रद्द करुन द्वितीय निविदा धारकासमवेत शहानिशा करुन पुढील कार्यवाही करावी कालावधीत कोणताही --- वाढ देणार नाही.	१०	१०	१०	१०
	एकुण	**५५ दिवस**	**८५ दिवस**	**९५ दिवस**	**१२० दिवस**

६. या शासन निर्णयाद्वारे महाराष्ट्र शासन सार्वजनिक बांधकाम विभागाची नियम पुस्तिका सहावी आवृत्ती १९८४ आणि यापूर्वी निविदा विषयक निर्गमित करण्यात आलेल विविध शासन निर्णय/परिपत्रके हे अधिक्रमित करण्यात येत आहेत. महाराष्ट्र शासन सार्वजनिक बांधकाम नियम पुस्तिकेतील संहितेमध्ये विहित कलमे यथावकाश सुधारित करुन प्रसिद्ध करण्यात येतील. या बाबतीतील निविदा विषयक अन्य शासन निर्णय/परिपत्रके यातील आदेश यामुळे आपोआपच रद्द होतील.

७. या शासन निर्णयाचे काटेकोरपणे पालन होईल याची दक्षता सर्व संबंधित विभाग प्रमुखांनी स्वत: जातीने लक्ष घालून घ्यावी. अन्यथा संबंधित अधिकारी, कर्मचारी यांच्यावर शिस्तभंगाची कारवाई करण्यात येईल.

सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in वेबसाईटवर प्रसिध्द करण्यात आला असून त्याचा संकेतांक क्रमांक २०१७०४१२१५४५०७१९१८ आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करुन काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

Sachin M Chivate

Digitally signed by Sachin M Chivate
DN: c=IN, o=Government Of Maharashtra, ou=P W D, postalCode=400032, st=Maharashtra, 2.5.4.20=6e7b26851b8dfa36d6a3064f810d85d8a1472436e83e5056505816231cebe9fa, cn=Sachin M Chivate
Date: 2017.04.13 15:14:56 +05'30'

(सचिन चिवटे)
उप सचिव, महाराष्ट्र शासन

प्रति,

१. मा.मुख्यमंत्री यांचे प्रधान सचिव, मुख्यमंत्री कार्यालय, मंत्रालय, मुंबई
२. मा.मंत्री (सार्वजनिक बांधकाम) यांचे खाजगी सचिव, मंत्रालय, मुंबई
३. मा.राज्यमंत्री (सार्वजनिक बांधकाम) यांचे खाजगी सचिव, मंत्रालय, मुंबई
४. मुख्य सचिव, महाराष्ट्र राज्य, मंत्रालय, मुंबई,
५. अपर मुख्य सचिव/प्रधान सचिव/सचिव,
६. सार्वजनिक बांधकाम विभाग/वित्त विभाग/ग्राम विकास विभाग
७. महालेखापाल-१, मुंबई
८. महालेखापाल-२, नागपूर
९. अधिदान व लेखाअधिकारी, मुंबई/नागपूर
१०. प्रत, महासंचालक, माहिती व प्रसिध्दी महासंचालनालय, मुंबई यांना प्रसिध्दीसाठी
११. प्रत, माहिती व आवश्यक कार्यवाहीसाठी,
१२. सर्व मुख्य अभियंते, सार्वजनिक बांधकाम प्रादेशिक विभाग, (विद्युतसह)

१३.मुख्य वास्तुशास्त्रज्ञ , सार्वजनिक बांधकाम विभाग, मुंबई
१४.संचालक, उद्याने व उपवने, मुंबई
१५.सर्व अधीक्षक अभियंते, सार्वजनिक बांधकाम विभाग, (विद्युत / यांत्रिकी)
१६.अधीक्षक अभियंता यांनी आपल्या अधिनस्त विभागातील कार्यालयांना सदर शासन निर्णयाची प्रत अग्रेषित करावी.
१७.मुख्य अभियंता / अधीक्षक अभियंता, पोलीस गृहनिर्माण व कल्याण महामंडळ, वरळी, मुंबई
१८. सर्व सहसचिव/उपसचिव/अवर सचिव/कार्यासन अधिकारी, सा.बां.वि.,मंत्रालय, मुंबई
१९.कार्यासन इमारती-२ (निवड नस्ती)

सा.बां.विभाग शासन निर्णय क्र. सीएटी २०१७/प्र.क्र.८/इमारती-२ दिनांक १२ एप्रिल, २०१७

प्रपत्र-१

महाराष्ट्र शासन

कार्यकारी अभियंता यांचे कार्यालय,

पत्ता :-.....

ई-मेल पत्ता :- दूरध्वनी/फॅक्स क्रमांक :-

ई निविदा सूचना क्र. सन.....

कार्यकारी अभियंता, ... महाराष्ट्र शासनाच्या सार्वजनिक बांधकाम खात्याकडून ..... वर्गातील नोंदणीकृत कंत्राटदारांकडून खालील कामाकरिता ..... नमुन्यातील निविदा ई-निविदा प्रणालीद्वारे (ऑनलाईन) निविदा मागवित आहेत. निविदा कागदपत्र शासनाच्या संकेतस्थळावर http://mahatenders.gov.in येथून डाऊनलोड करण्यात यावी. तसेच निविदा स्विकारण्याचा अथवा नाकारण्याचा अधिकार कार्यकारी अभियंता,..... यांनी राखून ठेवला आहे. अट असलेली निविदा स्विकारली जाणार नाही.

कामाचे नाव :-

अंदाजित किंमत रुपये .....

ई-निविदा उपलब्ध कालावधी :- दिनांक ..... ते दिनांक .....

निविदापूर्व बैठक :- दिनांक ..... (बैठकीचे ठिकाण -.....)

वेळ :- ..... वाजता

ई-निविदा उघडणे :- दिनांक .....

खालील संकेतस्थळावर ई-निविदाची सर्व माहिती उपलब्ध आहे.

१. http://mahapwd.com
२. http://mahatenders.gov.in
(सदर निविदेसूचनेमध्ये काही बदल होत असल्यास वरील वेबसाईटवरती कळविण्यात येईल.)
३. कार्यकारी अभियंता, ... कार्यालयातील सूचना फलक

जा.क्र.....

कार्यकारी अभियंता यांचे कार्यालय,

..... कार्यकारी अभियंता,

.....

सार्वजनिक बांधकाम विभाग,शासन निर्णय, क्रमांक : सीएटी २०१७/प्र क्र ८/इमा-२ दिनांक : १२ एप्रिल, २०१७

प्रपत्र - २

समितीच्या बैठकीसाठी तपासणी सूची

अ.क्र.	तपासणी करावयाची बाब	शेरा
१	प्रशासकीय मान्यता आदेश क्रमांक, किंमत व दरसूची वर्ष	
२	तांत्रिक मान्यता आदेश क्रमांक, किंमत व दरसूची वर्ष	
३	प्रारुप निविदा आदेश क्रमांक व किंमत	
४	सदर कामाचा अर्थसंकल्पीय बाब क्र. व चालू वर्षाची तरतूद	
५	चालु दरसूची प्रमाणे निविदेची अद्यावत किंमत व वर्ष	
६	निविदेचा प्रकार	
७	निविदा प्रसिध्द केलेली वर्तमानपत्रे , वेबसाईट व पोर्टल	
८	निविदा प्रसिध्दीचा कालावधी	
९	निविदा पूर्वपरिषद दिनांक	
१०	निविदा सादर करण्याचा अंतिम दिनंक	
११	निविदा उघडण्याचा दिनांक	
१२	एकूण किती निविदा प्राप्त	
१३	निविदा उघडलेले पात्र कंत्राटदार	
१४	निम्नतर देयकार सादर केलेल्या कंत्राटदाराचे नांव व देकार	
१५	कंत्राटदाराचा अंतिम देकार किंमत व निविदेच्या किंमतीवर टक्केवारी	
१६	अद्यावत किंमतीच्या तुलनेत अंतिम देकाराची टक्केवारी	
१७	निविदा उणे दराची असल्यास उणे दराच्या निविदेबाबत कंत्रटादाराने सादर केलेले स्पष्टीकरण	
१८	अपात्र कंत्राटदारांची नावे व अपात्रतेची कारणे	
१९	अपात्र कंत्राटदारांपैकी कोणी दाद मागण्यासाठी न्यायालयात गेले आहे / होते का ? असल्यास दाव्यची सध्यस्थिती.	
२०	पात्र कंत्राटादाराचा अंतिम देकार निविदाधीन कामाच्या किंमतीपेक्षा १० टक्क्या पेक्षा जास्त दराने कमी असेल तर सार्वजनिक बांधकाम विभागाच्या शासन निर्णय क्र.बीडीजी२०१६/प्र.क्र.२/इमा.-२ दि.१२/०२/२०१६ अन्वये निर्गमित केलेल्या मार्गदर्शक सूचनासंच्या अनुषंगाने केलेली कार्यवाही.	
२१	निविदेचा विधीग्राह्य कालावधी	
२२	पात्र क्रत्राटदाराने यापूर्वी या स्वरुपाची कोणती कामे केली आहेत त्याची यादी.	
२३	कंत्राटदाराच्या क्षमतेबाबत मुख्य अभियंता/अधीक्षक अभियंता याचे अभिप्राय	
२४	निविदेमध्ये प्राप्त झालेल्या दरांची बाबनिहाय छाननी व त्यासंबंधाने दर वाजवी व शासनहिताचे आहेत किंवा कसे, याबाबत मुख्य अभियंता/अधीक्षक अभियंता यांचे भाष्य.	
२५	निविदा डाऊनलोड करण्यापासून ते निविदा उघडण्याच्या कार्यवाही बाबातचा संपूर्ण Activity Log व त्याबाबत मुख्य अभियंता/अधीक्षक अभियंता यांचे स्वयंस्पष्ट अभिप्राय.	

सा.बां.विभाग शासन निर्णय क्र. सीएटी-२०१७/प्र.क्र.८/इमारती-२ दिनांक १२ एप्रिल, २०१७

प्रपत्र-३

महाराष्ट्र शासन

कार्यकारी अभियंता यांचे कार्यालय,

पत्ता :-.....

ई-मेल पत्ता :- दूरध्वनी/फॅक्स क्रमांक :-

ई निविदा सूचना क्र. सन.....

१) कामाचे नाव :-
२) निविदेची किंमत :-
३) निविदा प्राप्त झाल्याचा दिनांक :-
४) निविदा उघडण्याचा दिनांक व वेळ :-
५) उपस्थित अधिकारी/कर्मचारी/कंत्राटदार
उपस्थित नसल्यास ३ व्यक्तींची नावे व स्वाक्षरीचा तक्ता :-
निविदा लिफाफा क्र.१ उघडल्यानंतर निविदा प्रक्रियेसंबंधी कोणतीही तक्रार नसून लिफाफा क्र.२ उघडण्यास हरकत नसावी.

अ.क्र.	उपस्थितांची नावे	पदनाम	दिनांकित स्वाक्षरी
१.			
२.			
३.			
४.			
५.			
६.			
७.			
८.			
९.			
१०.			

Copy

11281

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

PART I : COMPLETE BIDDING DOCUMENT

Copy

GOVERNMENT OF_____

_____PROJECT

AGREEMENT NO. _____

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK	:	_____
PERIOD OF SALE OF BIDDING DOCUMENT	:	FROM _____ TO _____
TIME AND DATE OF PRE-BID CONFERENCE	:	DATE _____ TIME _____ HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	DATE _____ TIME _____ HOURS
*TIME AND DATE OF OPENING TECHNICAL BIDS	:	DATE _____ TIME _____ HOURS
*TIME AND DATE OF OPENING FINANCIAL BIDS	:	TO BE ANNOUNCED
PLACE OF OPENING OF BIDS	:	_____
	:	_____
	:	_____
OFFICER INVITING BIDS	:	_____

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

Copy

INVITATION FOR BID

(IFB)

Copy

GOVERNMENT OF .....

.....PROJECT

INVITATIONS FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING

Date:

Bid No.:

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

TABLE

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

2. Bidding documents (and additional copies) may be purchased from the office of..... from ..... to ....., for a non-refundable fee (three sets) as indicated, in the form of cash or Demand Draft on any Scheduled bank payable at ..... in favour of ..... Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. ..... The ..... will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
3. Bids must be accompanied by security of the amount specified for the work in the table, payable at..... and drawn in favour of..... Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
4. Bids must be delivered to..... on or before.....hours on ..... (date) and will be opened on the same day at.....hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
5. A prebid meeting will be held on .....at.....hrs. at the office of ..... to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
6. Other details can be seen in the bidding documents.

Signature of Authorised Officer

	Approximate value of work	Bid Security
*	(i) upto Rs. 20 crores -	@ 2% (Subject to a maximum of Rs. 30 Lakhs)
	(ii) Rs. 20 to 50 Crores -	@ $1^1/_2$% (Subject to a maximum of Rs. 50 lakhs)
	(iii) Above Rs. 50 Crores -	@ 1%

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

SECTION 1

INSTRUCTIONS TO BIDDERS

(ITB)

Copy

Section 1: Instructions to Bidders

Table of Clauses

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

Copy

A. GENERAL

1. Scope of Bid

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

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

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

2. Source of Funds

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 Pre-qualification 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 applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section 2. A copy of the original prequalification application and the letter of prequalification should also be furnished. With

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

the updated information, the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidders shall also furnish the following information in Section 2.

(i) Evidence of access to or availability of credit facilities (minimum 10% of estimated cost) certified by the bankers.

(ii) Undertaking that bidder would be able to invest a minimum of cost upto 25% of the contract value of work, during implementation of contract.

(iii) Proposals, if any, for sub contracting of elements of work, costing more than 10% of the bid amount.

(iv) Power of attorney.

(v) Latest income tax clearance certificate from concerned department.

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

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

(b) total monetary value of construction work performed for each of the last five years;

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

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

(k) proposals for subcontracting components of the Works amounting to more than 10 per 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 not acceptable.*

or

Bids from prequalified firms or prequalified joint-ventures only will be acceptable.**

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

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

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

(*usually 80% of the expected peak rate of construction*)

---

*To be deleted for projects costing Rs 100 crore or more

**To be deleted for projects costing less than Rs 100 crores

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

*(e) The contractor or his identified sub-contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works for a minimum amount as indicated in Appendix in any one year.

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 (l) 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 requirement 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.

* Delete, if not applicable.

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

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

where

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

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

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

Note: *The statements showing the value of existing commitments and on-going works as well as the 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.

5. One Bid per Bidder

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

6. Cost of Bidding

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

7. Site Visit

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

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

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

Section	Particulars	Volume No.
	Invitation for Bids	I
1	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	Drawings	IV
10	Documents to be furnished by bidder	V

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

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

Copy

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

9.2. Pre-bid meeting

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

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

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

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

9.2.5. Non-attendance at the pre-bid meeting will not be a 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.

Copy

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, marking them 'Original' and 'Copy' respectively.

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

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

13. Bid Prices

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

13.2. The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities 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 rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract (For contracts more than 12 months period).

14. Currencies of Bid and Payment

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

* Choose one and delete the other

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 Employer as named in Appendix and may be in one of the following forms:

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

b. Deposit-at-call Receipt from any scheduled Indian Bank 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

* Delete if the contract is for more than 12 months period

(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

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

19.1. The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked "ORIGINAL" and "COPY" shall contain within it two separate sealed envelopes marked "Technical Bid" and "Financial Bid" with additional markings as follows

- Original or Copy, as the case may be
- Technical Bid: To be opened on————(date of Technical Bid opening) in the presence of Evaluation Committee.
- Financial Bid: Not to be opened except with the approval of Evaluation Committee

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

Copy

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

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

(b) bear the identification as indicated in Appendix.

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

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

20. Deadline for Submission of the Bids

20.1. Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

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

21. Late Bids

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

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

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

E. BID OPENING AND EVALUATION

23. Bid Opening

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

23.2. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.

23.3. The envelope containing "Technical Bid" shall be opened. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

23.4. (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid 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). The envelope shall have clear marking "MODIFICATION TO FINANCIAL BID-Not to be opened except with the approval of the Evaluation Committee"

23.6. At the time of opening of "Financial Bid", the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The remaining bids will be returned to the bidders unopened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.

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

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

24. Process to be Confidential

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

25. Clarification of Financial Bids

25.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price 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 rate in words will govern; and

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

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

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

(b) If the bid price 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 adjustments for any other acceptable variations,

deviations; and

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

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

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

29.5. If the Bid 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 Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

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

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

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

34. Performance Security

34.1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder snall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% 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.

Copy

APPENDIX to ITB

Clause Reference with respect to Section-I.

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

2. The last five years
   19__ - 19__
   19__ - 19__
   19__ - 19__
   19__ - 20__
   20__ - 20__

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

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

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

   Cement Concrete _____ Cu.m.
   Earth Work _____ Cu.m.
   WBM / WMM _____ Cu.m.
   Bituminous Work _____ Cu.m.

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

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

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

Copy

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

10. The pre-bid meeting will take place at _____ [Cl. 9.2.1]
(address of the venue) on _____ (time and date)

11. The technical bid will be opened at _____
(address of the venue) on _____ (time and date)

12. Address of the Employer _____ [Cl. 4.5(a)]
_____
_____

13. Identification : [Cl. 19.2(b)]
- Bid for _____ (name of Contract)
- Bid reference No. _____ (insert number)
- Do not open before _____ (time and date)

14. The bid should be submitted latest by _____ (date and time) [Cl. 20.1(a)]

15. The bid will be opened at _____ [Cl. 23.1]
(place) on _____ (time and date).

16. The Bank Draft in favour of _____ (Cl. 34.1)
payable at _____

17. The name of Dispute Review Expert is _____ [Cl. 36.1]

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

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Copy

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 01.6.2000 (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	2	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	5	2	3	4
9.	Bitumen Sprayer	5-7	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 - 15m³/hour)	5	—	—	1
	Total		**14**	**18**	**29**

Copy

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. 30 Crores	Rs. 31-50 Crores	Rs. 51 Crores & above
1.	Project Manger	B.E. Civil + 15 Years Exp. (5 years as Manager)	1 No.	1 No.	1 No.
2.	Site Engineer	B.E. Civil + 10 Years Exp. (5 years in Road Construction	1 No.	2 Nos.	4 Nos.
3.	Plant Engineer	B.E. Mech. + 10 Years Exp. or 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.	2 Nos.
5.	Soil & Material Engineer	B.E. Civil + 10 years Exp.	1 No.	1 No.	2 Nos.
6.	Survey Engineer	B.E. Civil + 5 years Exp. or Dip. Civil + 8 years Exp.	1 No.	1 No.	2 Nos.
	Total		**6**	**7**	**13**

SECTION 2

QUALIFICATION INFORMATION

Copy

QUALIFICATION INFORMATION

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

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid

[Attach]

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

19——19_____ß
19——19_____
19—2000_____

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 Emplo-yer*	Descrip tion 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.*

ß *Attach certificate from Chartered Accountant.*

Copy

#1.3.2. Quantities of work executed as prime contractor, work performed in the past as a nominated sub-contractor, will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name and style) in the last five years: **

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

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

(A) Existing commitments and on-going works:

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

**Attach certificate(s) from the 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

Copy

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when descision is expected	Remarks, if any
1	2	3	4	6	6	7

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

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

Copy

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

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

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

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

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

Copy

*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 (l)]

1.14. Programme

1.15. Quality Assurance Programme

2. Deleted

Additional Requirements

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

(i) Affidavit

(ii) Undertaking

***(iii) Update of original prequalification application

***(iv) Copy of original prequalification application

*** (v) Copy of prequalification letter

---

* Delete, if prequalification has been carried out.

** Fill the Name of Consultant.

*** Delete, if prequalification has not been carried out.

Copy

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

(CLAUSE 4.2 (i) OF ITB)

BANK CERTIFICATE

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

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

_____

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

Copy

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

Copy

UNDERTAKING

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

_____

(Signed by an Authorised Officer of the Firm)

_____

Title of Officer

_____

Name of Firm

_____

DATE

SECTION 3

CONDITIONS OF CONTRACT

Copy

Conditions of Contract

Table of Contents

A.	General	Page No.
1.	Definitions	39
2.	Interpretation	40
3.	Language and Law	41
4.	Engineer's Decisions	41
5.	Delegation	41
6.	Communications	41
7.	Sub-contracting	41
8.	Other Contractors	42
9.	Personnel	42
10.	Employer's & Contractor's Risks	42
11.	Employer's Risks	42
12.	Contractor's Risks	42
13.	Insurance	42
14.	Site Investigation Reports	43
15.	Queries about the Contract Data	43
16.	Contractor to Construct the Works	43
17.	The Works to be Completed by the Intended Completion Date	43
18.	Approval by the Engineer	43
19.	Safety	44
20.	Discoveries	44
21.	Possession of the Site	44
22.	Access to the Site	44
23.	Instructions	44
24.	Disputes	44
25.	Procedure for Disputes	44
26.	Replacement of Dispute Review Expert	45
B.	**Time Control**	
27.	Programme	45
28.	Extension of the Intended Completion Date	46
29.	Deleted	46
30.	Delays Ordered by the Engineer	46
31.	Management Meetings	46
32.	Early Warning	46

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

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. It consists of the documents listed in Clause 2.3 below.

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

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

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

The **Contract Price** is the price 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.

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

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

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

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and 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 (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1. All risks of loss 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 Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

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

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

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

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

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

19. Safety

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

20. Discoveries

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

21. Possession of the Site

21.1. The Employer shall give possession of all parts of the Site to the Contractor. 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

* Dispute Review Expert to be provided for works costing upto Rs. 50 Crores. Dispute Review 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.

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.

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 Works.

31. Management Meetings

31.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall 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 a 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 per cent 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 per cent, 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 decide 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 lubricants in accordance with the 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 date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

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

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

R = Total value of work done 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 unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

48. Retention

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 Works.

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

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

49. Liquidated Damages

49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the 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 that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

50. Bonus

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

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

51. Advance Payment

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 payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, 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 the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by 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 judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

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 the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor 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 the 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 afterwards to which commitment was made.

F. SPECIAL CONDITIONS OF CONTRACT

1. LABOUR :

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

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

2. COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, 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 thereunder, 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.

Copy

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

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

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

c) Employees P.F. and Miscellaneous Provision Act 1952 : The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F. accumulation on retirement/death etc.

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

e) Contract Labour (Regulation & Abolition) Act 1970 :- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take 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.

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

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

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

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

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

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

3. 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.

Copy

SECTION 4

CONTRACT DATA

SECTION 9

DRAWINGS

(Attached)

Copy

CONTRACT DATA

Clause Reference with respect to section 3

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

1. The Employer is [Cl.1.1]

   Name:

   Address:

   Name of authorized Representative (Will be intimated later)

2. The Engineer is

   Name of Authorized Representative:

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

   *Name:_____

   *Address :_____

4. The Defects Liability Period is 365 days from the date of completion. [Cl. 1.1&35]

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

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

Milestone dates: [Cl.2.2 & 49.1]

Physical works to be completed	Period from the start date
Milestone 1 i.e._____	_____months.
Milestone 2 i.e._____	_____months.
Milestone 3 i.e._____	_____months.

7. The Site is located at km..... [Cl. 1.1]

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

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

   _____

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

(A) 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 remodelling/construction of junctions, intersections, bus bays, laybyes; 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 Insure safety.

(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)]

_____

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]

Copy

		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 Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.	[Cl. 13]
17.	Site investigation report	[Cl.14]
18.	The Site Possession Dates shall be.....	[Cl. 21]
19.	Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (To be inserted later)	[Cl. 25]
20.	Appointing Authority for the Dispute Review Expert - Council, Indian Roads Congress, New Delhi.	[Cl. 26]
21.	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance.	[Cl. 27.1]
22.	The period between programme updates shall be _____ days.	[Cl. 27.3]
23.	The amount to be withheld for late submission of an updated programme shall be Rs. _____ lakhs.	[Cl. 27.3]
24.	The following events shall also be Compensation Events:	[Cl. 44]

Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document

(i) Removal of underground utilities detected subsequently
(ii) Significant change in classification of soil requiring additional mobilisation by the contractor, e.g. ordinary soil to rock excavation,
(iii) Removal of unsuitable material like marsh, debris dumps, etc not caused by the contractor
(iv) Artesian conditions
(v) Seepage, erosion, landslide
(vi) River training requiring protection of permanent work
(vii) Presence of historical, archeological or religious structures, monuments interfering with the works
(viii) Restriction of access to ground imposed by civil, judicial, or military authority

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

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 cost due to labour shall be paid in accordance with the following formula:

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

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

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

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

P_l = Percentage of labour component of the work.

Adjustment for cement component

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

$V_c = 0.85 \times P_c/100 \times R \times (C_1 - C_0)/C_0$

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 for steel component

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

$V_s = 0.85 \times P_s/100 \times R \times (S_1 - S_0)/S_0$

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

Clause Reference with respect to section 3

India, New Delhi

S_1 = The all India average wholesale price index for steel (Bars and Rods) for the month under consideration as published by Ministry of Industrial Development, New Delhi

P_s = Percentage of steel component of the work

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

Adjustment of bitumen component

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

$V_b = 0.85 \times P_b/100 \times R \times (B_1 - B_0)/B_0$

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

B_0 = The official retail price of bitumen at the IOC depot at nearest center on the day 28 days prior to date of opening of Bids.

B_1 = The official retail price of bitumen of IOC depot at nearest center for the 15th day of the month under consideration.

P_b = Percentage of bitumen component of the work

Adjustment of POL (fuel and lubricant) component

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

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

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

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

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

P_f = Percentage of fuel and 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.

Clause Reference with respect to section 3

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 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.

Copy

Clause Reference with respect to section 3

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

1.	Labour - P_l	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 6% from each bill subject to a maximum of 5% of final contract price. [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 works — 1 per cent of the Initial Contract Price (part of a month to be excluded), rounded off to the nearest thousand, per month. [Cl.50]

Copy

		Clause Reference with respect to section 3
31. Maximum limit of bonus for early completion 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]

Nature of Advance		Amount (Rs.)	Conditions to be fulfilled
i. Mobilization	10% of the Contract price		On submission of unconditional Bank Guarantee. (to be drawn before the end of 20% of Contract period). The contractor may furnish four bank guarantees of 2.5% each, valid for full period.
ii. Equipment	90% for new and 50% ofdepreciated 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

Clause Reference with respect to section 3

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).

3 Repayment of advance payment for mobilization and equipment: [Cl. 51.3]

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

Copy

		Clause Reference with respect to section 3
34.	Repayment of secured advance: 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.	[Cl. 51.4]
35.	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Performance Security for 5 per cent of contract price plus Rs. ..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.	[Cl. 52]
36.	The Schedule of Operating and Maintenance Manuals _____ N/A	[Cl. 58]
37.	The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.	[Cl. 58]
38.	The amount to be withheld for failing to supply "as built" drawings by the date required is Rs. ___ Lakhs.	[Cl. 58]
39.	The following events shall also be fundamental breach of contract: "The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC."	[Cl. 59.2]
40.	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 per cent.	[3, Cl. 60]

Copy

SECTION 5

TECHNICAL SPECIFICATIONS

SECTION 6

FORM OF BID

Copy

FORM OF BID

Description of the Works:

_____

_____

_____

BID
To :

Address :

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

   _____

   _____

   (_____)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of *_____ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Copy

6. We accept the appointment of Shri_____ as the Dispute Review Expert.

(OR)

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

Dated this_____day of_____20.....

Signature_____in the capacity of _____
duly authorized to sign bids for and on behalf of_____
_____

(in block capitals or typed)

Address

_____
_____

Witness

_____
_____

Address

_____
_____

Occupation

_____
_____

SECTION 7

BILL OF QUANTITIES

Copy

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 sofar as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.

4. The rates and prices shall be quoted entirely in Indian Currency.

5. A rate or price shall be entered against each item in the Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.

8. The method of measurement of completed work for payment shall be in accordance with the specification for Road and Bridge Works published by the Ministry of Surface Transport (edition).

9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.

Copy

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.

Copy

BILL OF QUANTITIES

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

Note :

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (Refer : ITB Clause 13.2 and GCC Clause 43.3).
2. Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a)].
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1(b)].

SECTION 8

SECURITIES AND OTHER FORMS

Copy

BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are :

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

OR

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

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

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

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

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

Copy

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

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

_____

[Signature, name and address]

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

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

Copy

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.

Copy

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.

Copy

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 Advances attached to the Running Account bill for the said works signed by the Contractor on _____ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

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

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

Copy

(2) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has be made to him as aforesaid.

(3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

(5) That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be re-

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

(8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees _____ and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance there with the **Employer** may at any time thereafter adopt all or any of the following courses as he may deem best :

(a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.

(b) Remove and sell by public auction the seized materials or any part 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.

Copy

Letter of Acceptance
(Letterhead paper of the Employer)

_____ (Date)

To

_____ (Name and address of the Contractor)
_____
_____

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees _____ (_____) (amount in words and figures), as corrected and modified in accordance with the Instructions to 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 up to 28 days from the date of expiry of defects Liability Period i.e. up to _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Agency

---

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

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

Copy

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)

Copy

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.

Copy

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_____

Copy

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

Copy

SECTION 9

DRAWINGS

Copy

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER

11281

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

PART II : FORMS

Copy

GOVERNMENT OF_____

_____PROJECT

AGREEMENT NO. _____

NATIONAL COMPETITIVE BIDDING

(CIVIL WORKS)

NAME OF WORK	:	_____
PERIOD OF SALE OF BIDDING DOCUMENT	:	FROM _____ TO _____
TIME AND DATE OF PRE-BID CONFERENCE	:	DATE _____ TIME _____ HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	DATE _____ TIME _____ HOURS
*TIME AND DATE OF OPENING TECHNICAL BIDS	:	DATE _____ TIME _____ HOURS
*TIME AND DATE OF OPENING FINANCIAL BIDS	:	TO BE ANNOUNCED
PLACE OF OPENING OF BIDS	:	_____
-	:	_____
-	:	_____
OFFICER INVITING BIDS	:	_____

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

Copy

INVITATION FOR BID

(IFB)

(to be filled in by Employer)

SECTION 4

CONTRACT DATA

(to be filled in by Employer)

Copy

GOVERNMENT OF .....

.....PROJECT

INVITATIONS FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING

Date:

Bid No.:

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

TABLE

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

2. Bidding documents (and additional copies) may be purchased from the office of..... from ..... to ....., for a non-refundable fee (three sets) as indicated, in the form of cash or Demand Draft on any Scheduled bank payable at ..... in favour of ..... Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs. ..... The ..... will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
3. Bids must be accompanied by security of the amount specified for the work in the table, payable at..... and drawn in favour of..... Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
4. Bids must be delivered to..... on or before.....hours on ..... (date) and will be opened on the same day at.....hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
5. A prebid meeting will be held on .....at.....hrs. at the office of ..... to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
6. Other details can be seen in the bidding documents.

Signature of Authorised Officer

	Approximate value of work	Bid Security
*	(i) upto Rs. 20 crores -	@ 2% (Subject to a maximum of Rs. 30 Lakhs)
	(ii) Rs. 20 to 50 Crores -	@ $1^1/_2$% (Subject to a maximum of Rs. 50 lakhs)
	(iii) Above Rs. 50 Crores -	@ 1%

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

SECTION 1

INSTRUCTIONS TO BIDDERS (Please refer Part I)

(ITB)

(to be filled in by Employer)

Copy

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

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

2. The last five years
   19__ - 19__
   19__ - 19__
   19__ - 19__
   19__ - 20__
   20__ - 20__

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

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

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

   Cement Concrete _____ Cu.m.
   Earth Work _____ Cu.m.
   WBM / WMM _____ Cu.m.
   Bituminous Work _____ Cu.m.

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

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

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

Copy

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

10. The pre-bid meeting will take place at _____ [Cl. 9.2.1]
(address of the venue) on _____ (time and date)

11. The technical bid will be opened at _____
(address of the venue) on _____ (time and date)

12. Address of the Employer _____ [Cl. 4.5(a)]
_____
_____

13. Identification : [Cl. 19.2(b)]
- Bid for _____ (name of Contract)
- Bid reference No. _____ (insert number)
- Do not open before _____ (time and date)

14. The bid should be submitted latest by _____ (date and time) [Cl. 20.1(a)]

15. The bid will be opened at _____ [Cl. 23.1]
(place) on _____ (time and date).

16. The Bank Draft in favour of _____ (Cl. 34.1)
payable at _____

17. The name of Dispute Review Expert is _____ [Cl. 36.1]

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

Year before	Multiply factor
One	1.1
Two	1.21
Three	1.33
Four	1.46
Five	1.61

Copy

SECTION 2

QUALIFICATION INFORMATION

(to be filled in by Bidder)

SECTION 10

DOCUMENTS TO BE FURNISHED BY BIDDER

Copy

QUALIFICATION INFORMATION

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

1. For Individual Bidders

1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid

[Attach]

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

19——19_____ß
19——19_____
19—2000_____

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 Emplo-yer*	Descrip tion 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.*
ß *Attach certificate from Chartered Accountant.*