

STANDARD BIDDING DOCUMENT

PROCUREMENT OF

CIVIL WORKS

COMPLETE BIDDING DOCUMENT

VOLUME-III

**Name of Work : SR to Rajpipla circuit house at Rajpipla, Dist. Narmada
(Reparing of Furniture Work)**



GOVERNMENT OF GUJARAT

ROADS AND BUILDING DEPARTMENT

This is a generic SBD to be used for Civil works. Each user/concern department needs to examine and put up their particular bidding requirement like; qualification criteria, contract Data etc., marked at [#] while finalizing their own bidding process

SECTION-6
FORM OF BID

FORM OF BID

Description of the Works:

SR to Rajpipla circuit house at Rajpipla, Dist. Narmada (Reparing of Furniture Work)

To :

Address :

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

(-----)

3. 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 in the Contact within the time stated in the document.
4. We agree to abide by this Bid for the period of 120 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
5. 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.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this-----day of-----20

Signature-----in the capacity of-----

-----duly authorized to sign bids for and on behalf of-----

(in block capitals or typed)

Address

Witness

Address

Occupation

Deputy Executive Engineer
Const.(R&B) sub Division
Rajpipla

Executive Engineer
Rajpipla (R&B) Division
Rajpipla

SECTION-7

BILL OF QUANTITIES

BILL OF QUANTITIES

Preamble

1. The bill of Quantities shall be read in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, layout, 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 rate sand prices shall be quoted entirely in Indian Currency.
5. A rate or prices shall be entered against each item in the Bill Quantities, whether quantities are stated or not. The cost of Items against which 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 (in case of Item rate contract).
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 direction 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 completed work of payment shall be in accordance with the specification for Road and Bridge works. For building works specifications for building are to be followed.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidder.
10. Rock is defined as all materials which, in the opinion of the Engineer, required 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.

Deputy Executive Engineer
Const.(R&B) sub Division
Rajpipla

Executive Engineer
Rajpipla (R&B) Division
Rajpipla

(A) Percentage Rate Tender (Up to INR 50 Cr.)

Item No	Description of Item (with brief specification and reference to reference to book of specifications)	Quantity	Unit	Rate In figures	Amount

I/We am/are willing to carry out the work at% above/below percentt(Sf hmoyu/ldour be written in figures and words) of the estimated rate mentl-one d above. Amount of my / our tender

Estimated amount put to tender

Deduct% below

Net

In words

Estimated amount put to tender

Add% below

Net

In words

(B) For Item Rate Tender (For above INR 50 Cr.):

Item No	Description of Item (with brief specification and reference to reference to book of specifications)	Quantity	Unit	Rate In figures		Amount
				In Figure	In Words	

(A) Total Tendered Amount

(B) Rebate on above tendered amount (if any) % (in figure)
(in words)

(C) Net Tendered Amount (A-8) (in figure)
#

1	The Contractor shall exhibit a board with detailed specification and details of work as directed by the Engineer-In-Charge for which no extra payment shall be made.
2	The labour cess will be deducted as per prevailing rules i.e. 1% of the work done.
3	GST and Income tax TDS will be deducted at a source while making payments of bills
4	In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt. G.R.: PRC-10/2017 Cement Consumption/16/C Date:11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender.

SECTION-8

SECURITIES AND OTHER FORMS

BID SECURITY (BANK GUARANTEE)

WHEREAS, ----- (name of Bidder) (hereinafter called the “The Bidder”) has submitted his bid Dated ----- (Date) for the construction of -----
--- (Name of Contractor hereinafter called “the Bid”)

KNOW ALL PEOPLE by these presents that We -----(name of Bank) of----- (name of country) having our registered office at ----- (here in after called “the bank”) are bound unto ----- (name of Employer) (here in after 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 these obligations are:

1. If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
2. If the Bidder has been notified of 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 refuse 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 (Correction of Errors)

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 conditions or conditions.

This Guarantee will remain in force up to and including the date-----**
days after the deadline for submission of Bids as such the 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(Bid Security) of the
Instructions to Bidders.

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

PERFORMANCE SECURITY

TO,

----- (Name of Employer)
----- (Address of Employer)

WHEREAS ----- (name and address of contractor)
(here after called "the Contractor") has undertaken, in pursuance of Contracts No. -----
----- dates ----- to execute ----- (name of Contract and brief
description of Works) (here in after 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 Contractors 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 types and proportions of currencies in which the Contract prices 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 there in.

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

We further agree that no change or addition to or other modification of the terms of the Contract to 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 charge, addition or modifications.

This guarantee shall be valid until 60 days from the date of expiring of the Defect Liabilities

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 denominated in Indian Rupees.

ADDITIONAL PERFORMANCE SECURITY

[Clause 34.1. (A)]

TO,

----- (Name of Employer)

----- (Address of Employer)

WHEREAS----- (Name and address of contractor)
(here after called "The Contractor") has undertaken, in pursuance of Contracts No. -----
----- dates ----- 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 Contractors 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 types and proportions of currencies in which the Contract prices 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 there in.

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

We further agree that no change or addition to or other modification of the terms of the Contract to 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 charge, addition or modifications.

This guarantee shall be valid until **28 days** from the from the project completion date.

Signature and Seal of the guarantor -----

Name of Bank -----

Addres -----

Date -----

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 (herein after called "the Contractor") shall deposit with----- (name of Employer) a bank 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)* words)

We further agree that no change or addition to or other modifications 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 modifications.

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.

YOUR'S TRULY

Signature and Seal _____

Name of Bank/ Financial Institution _____

Address _____

DATE _____

*

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

Letter of Acceptance
(Letter head 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* is hereby accepted by our agency.

You are requested to furnish performance security, in the form detailed in para 34.1 of ITB for an amount equivalent to Rs. _____ within **10 days** of the receipt of this letter of acceptance up to beyond **60 days** from the date of expiry of defects Liability period i.e. up to _____ and the Additional Performance Security for an amount equivalent to Rs. _____ shall be valid beyond 28 (twenty-eight) days of Project Completion Date 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 Employer

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

Issue of Notice to proceed with the work
(Letter head of the Employer)

_____ (date)

To,

----- (Name and address of the Contractor)

Dear Sirs,

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

_____ at a bid Price of
Rs. _____.

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

Yours Faithfully

(Signature, name and title of signatory authorized
To sign on behalf of Employer)

AGREEMENT FORM

This _____ agreement, _____ made _____ on _____
the _____ day
of _____ between _____ (name and address of
Employer) (Here in after called “the Employer) and _____ (name and
address of contractor) here in after 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 construed as part of this Agreement.
2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
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) Conditions of contract: General and Special
- v) Contract Data
- vi) Additional conditions
- vii) Drawings
- viii) Bill of Quantities and
- ix) Any other documents listed in the Contract
data as forming part of the Contract.

In witness 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

In the presence of

Binding signature of Employer_____

Binding signature of Contractor_____

UNDERTAKING

(For Investment)

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

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

UNDERTAKING

(For Validity)

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

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

Deputy Executive Engineer
Const.(R&B) sub Division
Rajpipla

Executive Engineer
Rajpipla (R&B) Division
Rajpipla