



University College of Engineering and Technology,
Karni Industrial Area, Pugal Road,
Bikaner-334004

Package Code: TEQIP-III/RJ/gceb/82
Package Name: Civil Work

Date: 27-May-2019
Method: NCB Civil Works

PROCUREMENT OF SMALL WORKS UNDER NATIONAL COMPETITIVE BIDDING PROCEDURES

INVITATIONS FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING FOR SMALL WORKS

Date:

Bid No.:

1. The Government of India has received a credit from the International Development Association / loan from the International Bank for Reconstruction & Development towards the cost of Project and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest. All bidders from eligible source countries as defined in the *IBRD Guidelines for Procurement*. Bidders from India should, however, be registered with the Government of India, or State.
2. The **University College of Engineering and Technology, Bikaner** invites sealed bids for the construction of works detailed in the table. The bidders may submit bids for any or all the following works.
3. Bidding documents (and additional copies) may be purchased from the office of **University College of Engineering and Technology, Bikaner** from **27-May-2019 10:00 to 26-Jun-2019 10:00**, for a non-refundable fee (three sets) as indicated, in the form of cash or Demand Draft on any Scheduled bank payable at **Bikaner** in favor of **Principal College of Engineering & Technology**. Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by courier/registered/speed post on payment of an extra amount of Rs.250/- The Institute will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
4. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favor of **Principal College of Engineering & Technology**. 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. Bids should be valid for 100 days after the deadline date specified for submission.

5. Bids must be delivered to Director(TEQIP-III), University College of Engineering & Technology, Bikaner on or before 11:00 hours on 26-Jun-2019 (date) and will be opened on the same day at 12.00 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
6. Other details can be seen in the bidding documents.

TABLE

Package No.	Name of Work	Bid Security (Rs.)	Cost of document (Rs.)
TEQIP-III/RJ/gceb/82	Civil Work	100000	1500

Seal of office

(Employer)

Name: _____

Address: _____

Tel. No: _____

Fax No. _____

Instructions to Bidders

SECTION – A

1. Scope of Works

The **University College of Engineering and Technology, Bikaner** (Employer) invites bids for the construction of works as detailed in the table given below:

Sr. No	Brief Description of the Works	Approximate value of Works (Rs.)	Expected Completion Period (in Days)
1	Miscellaneous Civil work	4997796	45

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder:

The bidder shall provide qualification information which shall include: -

- a. total monetary value of construction works performed for each year of the last 3 years;
- b. Income tax clearance certificate from the concerned IT circle
- c. Report on his financial standing; and
- d. Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case

3. To qualify for award of the contract the bidder: -

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs 40,00,000 in the last three years;
- (b) should have achieved in at least one year an annual financial turnover (in civil engineering construction works of similar nature only) of value not less than Rs 1,00,00,000 in the last three years;
- (c)* should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);
- (d)* should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

(Delete whichever is inapplicable.)*

- (e) should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/undertakings or by the World Bank.
- (f) availability of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than Rs 50,00,000/-

3.1 Eligibility - Conflict of Interest*

Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- (f) has a close business or family relationship with the concerned professional staff of the project implementing agency

(* for further details refer to Procurement Guidelines Clauses 1.6 to 1.8)

4. Bid Price

- (a) The contract shall be for the whole works as described in drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating, and rewriting.
- (b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- (c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (d) The Bidder shall fill in rates and prices and line item total for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices in the Bill of Quantities.

5. Submission of Bids

- 5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.

5.2 Each bidder shall submit only one bid. Bidders should not contact other competing bidders in matters relating to this bid.

5.3 The set of bidding documents comprise of the following:

- i. Layout Drawings of the works;
- ii. Structural Details;
- iii. Detailed Bill of Quantities;
- iv. Technical Specifications;
- v. Instructions to Bidders (in two sections); and

Draft Contract Agreement form which will be used for finalizing the agreement for this contract

5.4 The bid submitted by the bidder shall comprise the following: -

- (a) Bid in the format given in Section B.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed
- (d) Bid Security, in original form for the amount Rs. 1,00,000/- in one of the following forms:
 - A bank guarantee issued by a nationalized/scheduled bank located in India in the form given in Section B; or
 - Certified cheque or Bank draft payable to (please specify).
 - Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favor of College of Engineering & Technology, and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificate.

5.5 The bidder shall seal the bid in an envelope addressed to the **University College of Engineering and Technology, Karni Industrial Area, Pugal Road, Bikaner-334004** (Purchaser). The envelope will also bear the following identification: -

Bid for **Civil Work**

Do not open before **12.00 Hr on 26-Jun-2019**.

5.6 Bids must be received in the office of the University College of Engineering & Technology, Karni Industrial Area, Pugal Road, Bikaner (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, bids shall be received up to the appointed time on the next working day.

5.7 Any bid received by the University College of Engineering & Technology after the deadline for submission of bids will be rejected and returned unopened to the bidder.

6. Validity of Bid

Bid shall remain valid for a period not less than 100 days after the deadline date specified for

submission. If a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid, the Bid Security may be forfeited.

7. Opening of Bids

Bids will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in sub-clause 5.6 above.

8. Information

Relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Bids

9.1 Correction of Arithmetical Errors

Bids determined to be substantially responsive shall be checked for any arithmetic errors. Errors shall be corrected as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, unit rate as quoted shall govern; and
- (c) the amount stated in the Bid shall be adjusted in accordance with the above procedure for the correction of errors

If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be forfeited

9.2 The Employer will evaluate and compare the bids determined to be substantially responsive i.e. Which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.

- 10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.
- 10.3** The Bid security of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the performance security pursuant to ITB 11

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the College of Engineering & Technology, Bikaner (Employer) the performance security (either a bank guarantee or a bank draft in favor of the Employer) for an amount equivalent of 5% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12. Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute enough grounds for annulment of award and forfeiture of the Bid Security, in which case the Employer may make the award to the Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor. Next lowest evaluated bidder or call for new bids.

12. Defects Liability

The "Defects Liability Period" for the work is six months from the date of taking over possession one full monsoon season whichever occurs later. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 13.** Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

14. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section C. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

SECTION – B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Bid.**
- 3. Format of Letter of Acceptance**

QUALIFICATION INFORMATION

1. For Individual Bidders

1.1 Principal place of business:

Power of attorney of signatory of Bid.

[Attach copy]

1.2 Total value of Civil** Engineering 20____ construction work performed in the last 20____ three years (in Rs. Lakhs) 20____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Engineer concerned.

** Modify as appropriate.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

1.5 Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

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

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

Other party(s)	Employer	Cause of dispute	Amount involved	Remarks showing present status

BID FORM

*Description of the Works:

To:

Subject : Construction of

.....

Reference : Letter No.....dated.....from.....

Sir,

We have no reservations to the Bidding Documents, and offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at a total Fixed Contract Price of -

Rs. ** _____ [in figures]

Rs. _____ [in words].

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with competitors.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."

We hereby confirm that this bid is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3.1

We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank.

Yours faithfully,

Authorized Signature:

Date: _____

Name & Title of Signatory: _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form

LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK
(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To:

[Name and address of the Contractor]

Dear Sir,

This is to notify you that your Bid dated _____ for execution of the
_____ for the contract price of
Rupees _____ [amount in words and figures], is hereby
accepted by us.

You are hereby requested to furnish performance security for an amount of Rs.
_____ (equivalent to 3% of the contract price) within 15 days of the receipt of the
letter. The Performance Security in the form of Bank guarantee or a Bank draft in favor of
.....(Employer) shall be valid till the expiry of the period of maintenance i.e. up to
_____. Failure to furnish the Performance Security will entail cancellation of the
award of contract.

You are also requested to sign the agreement form and proceed with the work not later than
_____ under the instructions of the Engineer,
_____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for
the above said work stands concluded.

Yours faithfully

Authorized Signature

Name and title of Signatory

Draft Agreement form for Construction through Lump Sum Contract

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is Rs. _____ as reflected in Annexure - 1.

3. Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner: -

On Successful Completion of 30% work:	30% of total cost
On Successful Completion of 60% work:	30% of total cost
On Successful Completion of 100% work:	40% of total cost

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party [who is responsible for supervising the contractor, administering the contract, certifying payments due to the contractor, issuing and valuing variations to the contract, awarding extension of time etc.) to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in _____ (months/weeks/days) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a)** The first party does not give access to the site or a part thereof by the agreed period.
- b)** The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c)** Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d)** Payments due to the second party are delayed without reason.
- e)** Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ 0.01 % per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

(@Note: The amount of liquidated damages per day should be determined at not less than

0.05 % of the contract value of the works and indicated here).

Liquidated Damages Per Day Min %:0.01

Liquidated Damages Max %: 10

8. Duties and responsibilities of the first party

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2** The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works
- 8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a)** take up the works and arrange for its completion within the time period stipulated in clause 5;
- b)** employ suitable skilled persons to carry out the works;
- c)** regularly supervise and monitor the progress of work;
- d)** abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction;
- e)** be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f)** ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g)** keep the first party informed about the progress of work;
- h)** correct the notified defects within the length of time specified by the Project Manager;
- i)** be responsible for all security and watch and ward arrangements at site till handing

over of the building to the first party;

- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period;
- k) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will affect deduction from running bills in respect of such taxes as may be imposed under the law);
- l) abide by all labor enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- n) be responsible for the safety of all activities on the Site.

10. Variations / Extra Items

The works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed: -

- a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered
- b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

The Performance Security 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. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1** The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2** Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) 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;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
- (f) the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid

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

12.4 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.

13. Payment upon Termination

13.1 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 fewer 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.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, 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.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

15. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy regarding corrupt and fraudulent practices as set forth in Section C. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Annexure I

BILL OF QUANTITIES

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the lumpsum price. Bidders may, however, note that no variations in the lumpsum cost is acceptable (except where extra items are ordered by the Engineer).

S. No	Description	Qty	Unit
1	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sum on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	50	Cum
2	Excavating trenches of required width for pipe cables, etc. including excavation for sockets, and dressing of sides, ramming of bottoms, depth up to 1.5 Mtr. including taking out the excavated soil, and then returning the soil as required in layers not exceeding 20cm in depth including consolidating each deposited layer by ramming, watering etc. and disposal of surplus excavated soil as directed within a lead of 50 Mtr.: All kinds of soil		
	Pipes cables, etc. exceeding 80mm dia but not exceeding 300mm dia.	300.00	Mtr.
3	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level.		
	1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40mm nominal size).	150.00	Cum
4	Providing and laying in position specified grade of cement concrete for RCC structural elements upto floor five level including curing, compaction, finishing with rendering in cement sand mortar 1:3 (1 cement: 3 coarse sand) and making good the joints and cost of plastizers(if required) excluding the cost of centering, shuttering and reinforcement for Beams, suspended floors, roofs, griders having slopes up to 15°, landings, balconies, shelves, chajjas, lintels, bands, plain windows sills, staircases and spiral staircases etc. M20 grade Nominal Mix / Design Mix	20.00	Cum
5	Centering & shuttering with plywood or steel sheets including strutting, propping bracing both ways with steel props and removal of formwork		

	for upto floor five level for		
	Suspended floors, roofs, landings, staircases, balconies, girders, cantilevers, bands, coping bed plates, anchor blocks, sills, chhajjas, lintel, beam, plinth beam etc.	200.00	Sqm
6	Providing and fabricating reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding (including cost of binding wire) all complete up to floor five level.		
	Thermo-mechanically Treated bars (Conforming of relevent IS code)	2000.00	Kg.
7	Brick work with common burnt clay F.P.S.(Non Modular) bricks of class designation 7.5 in superstructure above plinth level upto floor five level in all shapes and sizes in :		
	Cement mortar 1 : 6 (1 cement : 6 coarse sand)	25.00	Cum.
8	Half brick masonry with common burnt clay F.P.S.(Non Modular) bricks of class designation 7.5 in Superstructure , above plinth level upto floor five level .		
	Cement mortar 1 : 4 (1 cement : 4 coarse sand)	100.00	Sqm.
9	Supplying and fixing machine cut fine dressed Red/Pink sand stone dasa or coping, with full moulding if required laid on cement mortar 1:4 including pointing with admixture of pigment matching with the stone shade.		
	75 mm thick	100.00	Sqm.
10	Providing and fixing Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete.		
	Jhunjhunu / Jalore (Red / Choclate Colour)		
	1501 Cm2 to 3600 Cm2 Tiles	90.00	Sqm.
11	Providing and fixing 1st quality MAT finished ceramic tile size 300x300mm confirming to IS : 13755 and IS : 15622 colour such as white, grey, ivory, fume red brown, light green, light blue and other light shades in floors, steps, pillars etc. laid on a bed of neat cement slurry finished with flush pointing in the white cement mixed with pigment to match the shade of the tile complete (including the cost of cement mortar bed 1:4).	300.00	Sqm.
12	Providing and fixing external grade board solid core single/ Double leaf flush door shutters IS: 2202(Part-II)1996 marked using Phenol formal dehyderesin in glue both sides with approved stainless steel fittings complete as per annexure 'A' :		

	35 mm thick .		
	Decorative teak veneer both side	25.00	Sqm
13	Extra for providing external lipping with 2nd class teak wood battens 6 mm minimum depth on all edges of shutters (over all area of door shutter to be measured) Over item	25.00	Sqm
14	Providing and fixing IS : 3564 marked Aluminium die cast body tubular type universal hydraulic door closer with necessary accessories and screws etc. complete.	10.00	Each
15	Providing and fixing T-iron frames for doors, windows and ventilators of mild steel Tee-sections, joints mitred and welded with 15x3 mm lugs 10cm long embedded in cement concrete blocks 15x10x10 cm of 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size) or with wooden plugs and screws or rawl plugs and screws or with fixing clips or with bolts and nuts as require including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer.	150.00	Kg.
16	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with :		
	5.0 mm thick glass panes	50.00	Sqm.
17	Providing and fixing 15 mm thick densified tegular edged eco friendly light weight calcium silicate false ceiling tiles of approved texture as per direction of Engineer-in-charge of size 595 X 595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanizing @120 grams per sqm) consisting of main 'T' runner suitably spaced at joints to get required length and size of 24X38mm made from 0.33 mm thick (minimum) sheet, 1200mm centre to centre, and cross 'T' of size 24X32mm made out of 0.33mm (Minimum) sheet, 1200mm long spaced between main 'T' at 600mm centre to centre to form a grid of 1200X600mm and secondary cross 'T' of length 600mm and size 24X32mm made out of 0.33 mm thick (Minimum) sheet to be interlocked at middle of the 1200X600mm panel to form grid of size 600X600mm resting on periphery walls/partitions on a perimeter wall angle pre-coated steel of size (24X24X3000mm made of 0.40mm thick (minimum) sheet with the help of rawl plugs at 450mm centre to centre with 25mm long dry wall screws @ 230mm interval		
18	and laying 15mm thick densified edged calcium silicate ceiling tiles of approved texture in the grid including cutting /making opening for services like diffusers, grills, light fitting, fixtures, smoke detectors etc., wherever required, Main 'T' runners to be suspended from ceiling using 50 mm long M 6 dash fasteners, 6mm G.I. fully threaded rods with galvnised steel L cleat level adjusters of size 80x25x2mm, spaced at 1200mm centre to centre long main 'T' bottom exposed with 24mm of all T-sections shall be pre-painted with polyster baked paint, for all heights, as per specifications, drawing and as directed by engineer-in-charge.		

19	Note :- Only calcium silicate false ceiling area will be measured from wall to wall. No deduction shall be made for exposed frames/opening (cut outs)having area less than 0.30 Sqm. The calcium silicate ceiling tiles shall have NRC. Value 0.50 (Minimum), light reflection> 85% non-combustible as per B.S. 476 part IV, 100% humidity resistance and also having thermal conductivity ≤ 0.043 w/m0KC.	330.00	Sqm
20	Kota stone slab flooring 25 mm thick over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand)		
	For area of each slab from 2001 to 5000 Sq.Cm	350.00	Sqm
21	Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete		
	For area of each slab from 2001 to 5000 Sqcm	50.00	Sqm
22	Plaster on new surface on wall in cement sand mortar 1:3 including racking of joints etc. complete fine finish :		
	12mm thick	340.00	Sqm
23	Providing and applying white cement based putty over plastered surface to prepare the surface even and smooth complete	1860.00	Sqm
24	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding:		
	New work (two or more coats) over and including priming coat with cement primer.	1600.00	Sqm
25	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade including all scaffolding:		
	New work(Two or more coats) including prepartion of base with primer, putty, lippy etc complete in all respect.	260.00	Sqm
26	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :		
	Two or more coats on New Work	200.00	Sqm
27	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches by sadal/loi. (Only for colour changing only.)	1000.00	Sqm.
28	Repairs to plaster of thickness 12mm to 20mm in patches of area 2.5 sq.	200.00	Sqm

	metres and under including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 m lead : With cement mortar 1 :4 (1 cement : 4 coarse sand)		
29	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer-in-charge.		
	1: 3: 6 or richer mix.	10.00	Cum
	1: 4: 8 or leaner mix.	120.00	Cum
30	Dismantling of flushing cistern of any size including stacking of useful materials near the site and disposal of unserviceable material within 50 meter lead.	48.00	Each
31	Dismantling doors, windows and clearstory windows steel or wood shutter including chowkhats and holdfasts etc. complete and stacking within 50 meters lead:		
	Of area 3 square meter and below.	58.00	Each
32	Dismantling tile work in floors and roofs laid in cement mortar including stacking of serviceable material and disposal of unserviceable material within 50 meter lead:		
	For thickness of tiles 10mm to 25mm.	250.00	Sqm
33	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meter lead.	200.00	Sqm
34	Providing and laying water proofing treatment to vertical and horizontal surfaces of depressed portions of W.C., kitchen and the like consisting of : i) Ist course of applying cement slurry @ 4.4 Kg/sum mixed with water proofing compound conforming to IS 2645 in recommended proportions including rounding off junction of vertical and horizontal surface. ii) IInd course of 20mm cement plaster 1:3 (1 cement: 3 coarse sand) mixed with water. proofing compound in recommended proportion including rounding off junction of vertical and horizontal surface.. iii) IIIrd course of applying blown or residual bitumen applied hot at 1.7 Kg per sqm. of area. iv) IVth course of 400 micron thick PVC sheet .(Overlaps at joints of PVC sheet should be 100 mm wide and pasted to each other with bitumen @ 1.7 Kg/sqm.)	600.00	Sqm.
35	Providing and fixing 150 mm wide sheet covering over expansion joints with iron screws as per design to match the colour / shade of wall treatment.		
	Aluminum fluted strips 2 mm thick	800.00	Rm.

36	Providing and fixing aluminum work for doors ,windows, ventilators and partition with extruded built up standard tubular / appropriate Z sections and other sections of approved make conforming to IS :733 and IS :1285, fixed with rawl plugs and screws or with fixing clips ,or with expansion hold fasteners including necessary filling up of gap. at junctions , at top ,bottom and sides with required PVC/neoprene felt etc. Aluminium section shall be smooth ,rust free, straight ,mitered and jointed mechanically wherever required including cleat angle Aluminium snap beading for glazing /paneling , C.P. brass/ stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc.,all complete as per architectural drawings and the directions of Engineer- in – charge .(Glazing and paneling to be paid for separately).		
	For fixed portion		
	Polyester Powder coating aluminum (minimum thickness of powder coating 50 micron)	300.00	Kg.
37	For shutters buildup standard tubular sections of openable doors , windows & ventilators including providing & fixing hinges / rollers etc. and making provision for fixing of fittings wherever required (locks shall be paid for separately).		
	Polyester Powder coating aluminum (minimum thickness of powder coating 50 micron)	200.00	Kg.
38	Providing and fixing glazing in aluminium door, window ,ventilator shutters and partitions etc. with PVS / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge.(Cost of aluminium snap beading shall be paid in basic item.)		
	With float glass panes of 5.0 mm thickness (weight not less than 13.50 kg/sqm)	10.00	Sqm
39	Providing and fixing double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors including cost of cutting floors as required, embedding in floors and cover plates with brass pivot and single piece M.S.		
	With stainless steel cover plate	10.00	Each
40	P & F <i>Indian type</i> white glazed vitreous china 1st quality W.C. orissa pan (IS :2556 Mark) with 100 mm vitreous china P or S trap including cutting and making good the wall and floor:		
	Size 530x410mm.	48.00	Each
41	Labour charges for removing W.C. pan (any type) of all sizes with care including all necessary fittings P or S trap.	48.00	Each
42	P & F 1st quality WVC Urinal (IS:2556 mark) with 25mm dia G.I. waste pipe, dome waste couplings, concealed iron brackets or screws etc complete.		

	WVC Flat Back half stall Urinal size 580x380x350 mm/ Angle back 450x375x350 type liped front..	36.00	Each
43	P & F C.P. brass <i>Urinal Spreader</i> for stall urinal of approved make.		
	For Stall Urinal Normal size	36.00	Each
44	P & F WVC Wash basin (Ist quality IS:2556 Mark) of approved make with C.I. brackets duly painted 1 No. 15 mm C.P. Pillar cock (IS:8934 Mark) & 32 mm C.P. brass waste coupling of approved make 32 mm waste pipe complete including cutting & making good the wall :		
	Size 510 mm x 400 mm	36.00	Each
45	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.		
	Semi rigid pipe		
	32 mm dia	72.00	Each
46	P & F kitchen & Lab Sink of approved make with C.I. brackets duly painted, 40 mm C.P. waste coupling, C.P. Brass chain with rubber plug, 40 mm G.I. waste pipe up to floor level complete including cutting and making good the wall & floor :		
	White vitreous china laboratry sink 600x450x200 mm	14.00	Each
47	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing :		
	Rectangular shape 453x357 mm	20.00	Each
48	Stainless Steel Grating		
	100 mm Nominal dia	50.00	Each
49	P & F G.I. Pipes with G.I. fittings (IS:1239 Mark) & M.S. clamps including cutting and making good the walls and floors :- (<i>Internal work</i>) <i>Medium Duty Pipes</i>		
	Internal work		
	Exposed on wall		
	25mm dia nominal bore	200.00	Mtr.
50	P & F Pillar Cocks (IS :8934 Mark) of superior quality and approved make:		
	C.P. Pillar cock, 15 mm dia nominal bore	20.00	Each
51	P & F Bib Cock (IS : 8931 Mark), Superior quality of approved make:		
	C.P. Brass bib cock, 15mm nominal bore.	80.00	Each
	P & F <i>Push Cock</i> superior quality, of approved make C.P. Brass 15 mm.	40.00	Each

52	P & F <i>Ball Cock</i> (IS :1703 Mark) with Rod & P.V.C. Ball complete :		
	Brass wt.400 gm,15mm.	8.00	Each
53	P & F <i>Inlet Connection</i> (Angle Valves) Superior quality, of approved make, for Wash basin, Gyser etc.		
	C.P. Inlet connection 15 mm Brass (IS:8931 marked).	100.00	Each
54	P & F 15 mm. Dia <i>Connection Pipe</i> of approved quality/make :		
	PVC pipe with C.P. Brass nuts upto length, 450mm	120.00	Each
55	Providing, Laying & Jointing R.C.C. class NP-2 Non-Pressure pipes (IS : 458mark) of approved make with collars, jointed with C.M. 1:2 or having Spigot and socket ends with flexible rubber rings joint including testing of joints etc. complete :		
	150mm dia Internal	300.00	Mtr.
56	P & F <i>Sand-cast Iron</i> (S.C.I.) Pipe (IS : 1729mark) of approved make in wall or in floor with M.S. holder bat clamps in 10 X 10 X 10 Cm. M-15 grade concrete blocks, joints filled with CM 1:4 with spun yarn including cutting holes and making good the wall:		
	100mm dia	1000.00	Mtr.
57	Add extra for <i>Lead caulked joints</i> (IS:782-1978) in sand cast iron pipes/spun-		
	100mm dia, 0.98 Kg. Pig lead	500.00	Each
58	P & F <i>S.C.I. Fittings</i> (IS : 1729 mark) in CM 1:4 with spun yarn.		
	100 mm w/o door		
	Socket	25.00	Each
59	Cowel	16.00	Each
60	Tee	24.00	Each
61	Bend	32.00	Each
62	100mm with door		
	Tee	80.00	Each
63	Bend	16.00	Each
64	P & F Sand-cast Iron 'P' or 'S' Trap (IS:1729 make) of approved make. Sand-cast P trap	72.00	Each
65	Construction of <i>manhole</i> in all type of soil inner size 90 X 60 Cm. 230/300 mm thick masonry in CM 1:6, 10 Cm. thick cement concrete 1:5 10 in foundation, 20 mm thick inside plaster in CM 1:6, finished with floating neat cement, 50mm thick M-15 grade C.C. flooring, making channels, 80mm thick stone slab covering with 40mm thick M-15 grade C.C.		

	flooring, Cement cover with frame of 450mm dia, earthwork etc. complete as per design including disposal of surplus earth within 50 mtr. lead.		
	Depth up to 0.5 M	36.00	Each
66	Add extra over item for every additional 0.10m depth above 0.5 m depth.	2.00	Each
67	Construction of Soakage well in all types of soil of approved drawing, top 1.5 Mtr. depth in 345 mm thick brick masonry with CM 1:6, 80mm thick stone slab covering resting on stone lintel of cross section 150 x 300mm (two numbers resting on stone bed plate), jointing of slab in CM 1 : 3, Ralthal, Kharanja 40 mm thick M-15 grade C.C. flooring, out side plaster in CM 1 : 6 upto 450 mm depth, earth work etc complete including disposal of surplus earth within a lead of 50 Mtr. including providing and fixing of PVC Vent pipe 75mm dia upto 1.50 Mtr. height as per direction of Engineer in Charge including making connection etc. 3 Mtr. outer dia in top 1.50 M depth and 90 Cm dia at bottom. Depth of soakage well 10 to 12 Mtr. from ground level. [As per Bikaner Practice].	3.00	Each
68	Construction of Open Surface Drain with 112mm thick brick masonry in CM 1:4, 110mm thick base concrete 1:5:10, 37mm thick M-15 grade C.C. flooring, 12mm 1:4 cement plaster on all exposed faces of walls including top surface excavation & disposal of earth complete as per approved design/drawing:		
	250mm drain, 300mm Av. depth	200.00	Mtr.
69	P & F precast dense cement concrete (Vibro-pressed) drain section Block of different size as per approved drawing and design and strength as per IS code 2185 part I of grade 'D' (5.00mm ²) proper quality of additive/admixture like plasticizer etc. added to produce high quality and durable drain section Blocks of 'L' shape 'U' shape etc. as per approved design and drawing complete with fixing and joining in C.M. 1:4 in proper grade and level complete in all respect including earth work and disposal of surplus earth within 0.5 Km. lead. (cost of Steel/ welded mesh etc. shall be paid extra).		
	Upto 80mm thick	100.00	Sqm.
70	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion.(i) Single socketed pipes.		
	Type B		
	110 mm diameter	150.00	Mtr.
71	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A including jointing with seal ring conforming to IS : 5382 leaving 10 mm gap for thermal expansion.		
	Coupler		

	110mm dia	40.00	Each
72	Single Tee without Door		
	110mm dia	20.00	Each
73	Single Bend w/o Door 87.5°		
	110mm dia	10.00	Each
74	Single Plain Shoe		
	110mm dia	10.00	Each
	Total		

We agree to execute the works in accordance with the approved drawings and technical specifications at a total fixed contract price of Rs..... (amount in figures)

(Rs..... amount in words).

Signature of Contractor

Note: Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Annexure - 2

Format of certificate

Certified that the works up to ----- level in respect of construction of -
----- at ----- have been executed in accordance with the
approved drawings and technical specifications.

Signature

Name & Designation

(Official address)

Place:

Date:

Office seal

FORM OF BID SECURITY (BANK GUARANTEE)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: _ *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: _ *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicants not the successful Bidder,

upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

BANK GUARANTEE FOR ADVANCE PAYMENT

To:

_____ *[name of Employer]*
_____ *[address of Employer]*
_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, subclause 3.1 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]*¹ _____ *[in words]*.

We, the _____ *[bank or 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 objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ *[amount of guarantee]*¹ _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of 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: _____

1. An amount shall be inserted by the bank or financial institution representing the amount of the Advance Payment and denominated in Indian Rupees.

Date: _____

PERFORMANCE BANK GUARANTEE

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[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 obligations 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]*¹ _____ *[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]*¹ 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 you 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 Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

Section C. World Bank Policy on Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

- 1.16** It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank
- (a)** defines, for the purposes of this provision, the terms set forth below as follows:
 - (i)** “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii)** “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii)** “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv)** “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v)** “obstructive practice” is
 - (aa)** deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb)** acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
 - (b)** will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive

practices in competing for the contract in question:

- (c)** will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices
- (d)** will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract
- (e)** will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.