Volume-2

SECTION 6

BILL OF QUANTITIES

PREAMBLE

Bill of Quantities for Overlay Works:

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and are given to provide a common basis for bidding. The Contractor to measure the work under the observation and control of the Engineer, which shall be valued at the rates provided in the priced Bill of Quantities, where applicable, and otherwise at such rates as the Engineer may fix within the terms of the Contract, which shall form the basis for payments to the Contractor.

3. The rates in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all construction plant, labour, supervision, materials, all temporary works and false works, erection, transportation, maintenance, insurance, administrative overheads, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract, and including remedy of any defects during the Defects Liability Period.

4. A rate shall be entered against each item in the priced 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 entered in the Bill of Quantities & Total Price shall be considered inclusive of all items to be undertaken by the Bidder.

5. The costs of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities. 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.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates against each item in the priced Bill of Quantities.

7. The Bill of Quantities of the Work is comprised of the various Bills of construction activities. During execution, however, the items existing in any of the Bills can be made applicable for execution elsewhere also on the Works if considered appropriate and directed by the Engineer. The method of measurement of completed work for payment shall be as per Specification.

8. Errors, if any, shall be corrected by Employer in terms of Clause 27 of ITB.

Annexure -1

Bituminous Overlay works

Bill of Quantities for RPR-II & CKC

PART A –Bituminous Overlay & Road Furniture

Sr. No.	Description of Items	Unit	Quantity	Rate in INR		Amount in INR.	
				Figure	Words	Figure	Words
(a)	**Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms**						
1	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20-0.25 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom.	Sqm	2,72,847				
2	Providing and laying bituminous concrete with VG-40 with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH/IRC/NHAI specifications complete in all respects	Cum	8,186				
3	Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 .The finished surface to be level, uniform and free from streaks and holes.	Sqm	17,233				
4	Supply and installation of pavement markers (cat eyes/road studs) complying ASTM D4280, as per MoRTH specifications 804	Nos.	14,770				
	Sub Total (a) in Rs.						
(b)	**Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms**						
1	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20-0.25 kg per sqm on the prepared bituminous/granular surface cleaned with mechanical broom.	Sqm	4,55,946				

Sr. No.	Description of Items	Unit	Quantity	Rate in INR		Amount in INR.	
				Figure	Words	Figure	Words
2	Providing and laying bituminous concrete with VG-40 with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 per cent of mix and filler, transporting the hot mix to work site, laying with a hydrostatic paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH/IRC/NHAI specifications complete in all respects	Cum	13,679				
3	Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 .The finished surface to be level, uniform and free from streaks and holes.	Sqm	24,248				
4	Supply and installation of pavement markers (cat eyes/road studs) complying ASTM D4280, as per MoRTH specifications 804	Nos.	20,784				
5	Filling of pot holes and patch repairs with bituminous premix surfacing as per clause 3004.2 of MORTH	Sqm	42,580				
6	Construction of earthen shoulders complete with approved material obtained from borrow areas with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of table No. 300-2 as per availability and as per Technical Specifications Clause 305.	Cum	6,632				
	Sub Total (b) in Rs.						
		Figure in INR			**In Words**		
	Total (a) + (b)						

PART B- Microsurfacing

Sr. No.	Description of Items	Unit	Quantity	Rate in INR		Amount in INR.	
				Figure	Words	Figure	Words
(a)	**Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms**						
1	Providing and Laying of Micro-Surfacing Type-III, aggregate quantity 12 Kg/sqm, cationic polymerized bitumen emulsion 13% by wt. of dry aggregate, cement 1%-2% by weight t of dry aggregate, additive as needed complete as per IRC Specification SP81:2008, MoRTH Clause 514	Sqm	1,36,423				
	Sub Total (a) in Rs.						
(b)	**Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms**						
1	Providing and Laying of Micro-Surfacing Type-III, aggregate quantity 12 Kg/sqm, cationic polymerized bitumen emulsion 13% by wt. of dry aggregate, cement 1%-2% by weight of dry aggregate, additive as needed complete as per IRC Specification SP81:2008, MoRTH Clause 514	Sqm	2,27,973				
	Sub Total (b) in Rs.						
		Figure in INR			**In Words**		
	Total (a) + (b)						

Note :

1. Above rate shall be inclusive of GST as per ITB Clause 42.1 and other applicable taxes
2. Item rate shall be inclusive of all material, manpower, equipment cost, royalties, transportation, profits & overheads etc.
3. Bill of Quantities duly filled and signed by authorized signatory of Bidder, on the letterhead of the Bidder to be attached to Form 7A- Form of Bid.

SECTION 7

SECURITIES AND OTHER FORMS

SECTION 7:
SECURITIES AND OTHER FORMS

Form – 7A	:	Form of Bid
Form – 7B	:	Bid Security (Bank Guarantee)
Form – 7C	:	Letter of Acceptance
Form – 7D	:	Performance Securities Bank Guarantee
Form – 7E	:	Performance Bank Guarantee (for Unbalanced Bids)
Form – 7F	:	Form of Agreement
Form – 7G	:	Deleted
Form – 7H	:	Bank Guarantee for Advance Payment

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Form : 7A Part A for Bituminous Overlay
(Please refer Clause 18 of ITB)

FORM OF BID
(on the letterhead of the Bidder)

Date:

IL&FS Transportation Networks Limited
The IL&FS Financial Center,
Plot C-22, G Block, Bandra Kurla Complex,
Mumbai- 400051
Tel.: +91 022-26533333,
Facsimile: +91 022-26523979

GENTLEMEN,

Sub.: Bituminous Overlay & Road Furniture Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand

1. We offer to execute the Works described above in accordance with the Bidding Documents including Invitation for Bid, Instructions to Bidders, Conditions of Contract, Specifications and Drawings, Bill of Quantities, Annexures and Addenda for the Prices and sum mentioned in Annexure 1 of Section 6 of the Bidding Document attached with this letter. As per this, we offer a Bid Price of Rs. _____(*Rupees in words*) as per the sum total as given in Annexure 1 of Section 6 for undertaking the aforesaid Overlay Works in accordance with the Bidding Documents. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the Overlay Works, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals

3. We understand that you are not bound to accept the lowest or any Bid you receive.

4. Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the Bid Document.

5. We assure you that the criteria based on which we are eligible and qualified are valid as of date. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bidding Documents, we shall intimate the Employer of the same immediately.

6. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.

7. We agree to abide by this Bid for the period of one hundred eighty (120) days from the closing date of Bid Submission, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

8. We understand that for this Bid, we shall comply with the Eligibility, Bid Validity and Bid Security required as stated in the Bidding documents. We attach herewith our current Income Tax clearance certificate.

9. We 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 namely "Prevention of Corruption Act 1988".

10. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:
Name of Bidder with official seal:
Address :

Form : 7A Part B For Microsurfacing
(Please refer Clause 18 of ITB)

FORM OF BID
(on the letterhead of the Bidder)

Date:

IL&FS Transportation Networks Limited
The IL&FS Financial Center,
Plot C-22, G Block, Bandra Kurla Complex,
Mumbai- 400051
Tel.: +91 022-26533333,
Facsimile: +91 022-26523979

GENTLEMEN,

Sub.: Microsurfacing Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand

11. We offer to execute the Works described above in accordance with the Bidding Documents including Invitation for Bid, Instructions to Bidders, Conditions of Contract, Specifications and Drawings, Bill of Quantities, Annexures and Addenda for the Prices and sum mentioned in Annexure 1 of Section 6 of the Bidding Document attached with this letter. As per this, we offer a Bid Price of Rs. _____(*Rupees in words*) as per the sum total as given in Annexure 1 of Section 6 for undertaking the aforesaid Overlay Works in accordance with the Bidding Documents. The Bid is unconditional and unqualified.

12. I/ We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidder for the Overlay Works, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals

13. We understand that you are not bound to accept the lowest or any Bid you receive.

14. Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us, but without prejudice to your right to withdraw such acceptance under the provisions of the Bid Document.

15. We assure you that the criteria based on which we are eligible and qualified are valid as of date. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bidding Documents, we shall intimate the Employer of the same immediately.

16. I/ We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Bid.

17. We agree to abide by this Bid for the period of one hundred eighty (120) days from the closing date of Bid Submission, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

18. We understand that for this Bid, we shall comply with the Eligibility, Bid Validity and Bid Security required as stated in the Bidding documents. We attach herewith our current Income Tax clearance certificate.

19. We 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 namely "Prevention of Corruption Act 1988".

20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory:
Name of Bidder with official seal:
Address :

Form – 7B Part A for Bituminous Overlay

(Please refer Clause 16 of ITB)

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated _____ *[date]* for the works **"Bituminous Overlay & Road furniture Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand"** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* having our registered office at _____ (hereinafter called "the Bank") are bound unto IL&FS Transportation Networks Limited (hereinafter called "the Employer") in the sum of Rs. 28,00,000/- [Rupees Twenty Eight Lakhs Only] for which payment well and truly to be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this_____day of_____ 2020 and undertake to pay the amount of _____ Rs._____ to the Employer upon receipt of his first written demand without the Employer having to substantiate his demand.

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 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 refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

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

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 above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including 45 days after the Bid validity period as stated in the Instructions to Bidders or as it may be extended by the Employer at any time prior to closing date for submission of Bid, 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 OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

Form – 7B Part B For Microsurfacing

(Please refer Clause 16 of ITB)

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated _____ *[date]* for the works **"Microsurfacing Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand"** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* having our registered office at _____ (hereinafter called "the Bank") are bound unto IL&FS Transportation Networks Limited (hereinafter called "the Employer") in the sum of Rs. 6,00,000/- [Rupees Six Lakhs Only] for which payment well and truly to be made to the said Employer. The Bank bind themselves, their successors and assigns by these present with the common seal of the Bank this_____day of_____ 2020 and undertake to pay the amount of _____ Rs._____ to the Employer upon receipt of his first written demand without the Employer having to substantiate his demand.

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 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 refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

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

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 above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including 45 days after the Bid validity period as stated in the Instructions to Bidders or as it may be extended by the Employer at any time prior to closing date for submission of Bid, 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 OF THE BANK _____

WITNESS _____ SEAL _____

_____

[signature, name, and address]

Form – 7C
(Please refer Clause 31 of ITB)

(Letterhead paper of the Employer)

Letter of Acceptance

To: [name and address of the Contractor] [date]

Sub.: Bituminous Overlay Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand

Dear Sirs,

1. It is hereby confirmed that your Bid received on _____ submitted to the ITNL, Mumbai for the work mentioned in the subject above has been accepted for and on behalf of the ITNL for an amount mentioned below on rates quoted by you and the terms and conditions as contained in Volume-1 and Volume-2 of bidding documents and subsequently addendum/corrigendum issued.
2. The accepted amount of the bid for the above mentioned work in consideration, execution, completion and maintenance of works by you as prescribed in the bidding documents is as under:

	Bid amount indicated by you (in Rs.)	Amount of Bid after arithmetical corrections (in Rs.)	Rebate offered	Bid Amount after Rebate (in Rs.)
Bit. Overlay Works				
TOTAL				

3. The net accepted amount of the Bid is Rs_____ (Rs. *In words*).
4. The date of start will be as defined in S. No. 5 of Contract Data.
5. The period of completion of whole work is as defined in S. No. 10 of Contract Data as Contract Completion Date.
6. You are requested to please furnish the Performance Security in the form of Bank Guarantee for an amount equal to 5% of the Contract price within 21 days of receipt of this letter, in accordance with Clause 32 of ITB as defined in the Contract Data S. No. 19. The Bank Guarantee will be provided in the proforma given in the bidding documents.
7. You are also requested to sign and execute the Contract Agreement within 28 days, failing which action as stated in Para 32.3 of ITB will be taken.
8. You are requested to submit a detailed Construction Program including Environment and Traffic Management Plans as per Clause 25 of General Conditions of Contract, Section 3, Part-I within 21 days of receipt of this letter.

Yours faithfully,

Authorized Signatory
Name and Title of Signatory
Name of Agency

Form – 7D
(Please refer Clause 32 of ITB)

PERFORMANCE SECURITIES BANK GUARANTEE

To

IL&FS Transportation Networks Limited
The IL&FS Financial Center,
Plot C-22, G Block, Bandra Kurla Complex,
Mumbai- 400051
Tel.: +91 022-26533333,
Facsimile: +91 022-26523979,

Bank Guarantee No.----------dated --------- for Rs. ----------

WHEREAS vide the "**Bituminous Overlay Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand**" Contract dated _____ (hereinafter referred to as "the Contract"), _____ [name of Contractor] a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by IL&FS Transportation Networks Limited, having its registered office at IL&FS Transportation Networks Limited, The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Mumbai- 400051 (hereinafter referred to as the 'Employer' which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract for the works "**Bituminous Overlay Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand**".

AND WHEREAS it has been stipulated by you in the Bid proposal and the said Contract that the Contractor shall furnish you a **Performance Guarantee** on or before the date of signing of the Contract, by a specified **nationalized/scheduled bank** for the sum specified therein as security for compliance with the Contractor's obligations in accordance with the Contract and against any breach or non-performance of the terms and conditions contained in the Contract;

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Performance Guarantee for a sum of ***Rs_____ (Rupees _____ Only)*** (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor's obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

WE hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

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 there under 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.

The jurisdiction in relation to this Guarantee shall be the Courts at Mumbai and laws of India shall be applicable. This guarantee shall be valid up to 45 days beyond 12 months after Overlay Works Completion Date _____ (Expiry Date). We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time i.e. before Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

a) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)

b) this guarantee shall be valid up to _____ (Expiry Date) and

c) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of ____,___.

Signed and delivered by the above named _____ through its Authorised Signatory as authorised by its Board Resolution passed on _____/Power of Attorney dated [ ].

In the presence of

Form – 7E

(Please refer Clause 1.1 of GCC and S. No. 5 of Contract Data)

(Letterhead of the Employer)

Deleted

Form – 7F
(Please refer Clause 31 of ITB)

FORM OF AGREEMENT

Agreement

GENTLEMEN

This agreement, made the _____ day of _____2019 between IL&FS Transportation Networks Limited, The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Mumbai-400051, India (hereinafter called "the Employer" which expression shall unless the context otherwise requires, include its successors and assigns) of the one part and _____ [name and address of contractor] (hereinafter called "the Contractor" which expression shall unless the context otherwise requires, include its successors and assigns) of the other part.

Whereas, Employer is desirous that Contractor to execute works **"Bituminous Overlay Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand** (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 contract price as given in this Contract.

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 the 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 read and construed as part of this Agreement, viz.:

   i) Letter of Acceptance;
   ii) Contractor's Bid;
   iii) Contract Data;
   iv) Conditions of Contract (including Special Conditions of Contract);
   v) Specifications;
   vi) Drawings; if any
   vii) Bill of Quantities
   viii) Any other document forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the said Employer through his authorized representative and the said Contractor through his Power of Attorney Holder:

FOR AND ON BEHALF OF
IL&FS Transportation Networks Limited(ITNL)
By

AUTHORIZED REPRESENTATIVE

Witness:

1) Signature _____

Name _____

Address _____

_____

_____

2) Signature _____

Name _____

Address _____

_____

_____

FOR AND BEHALF OF
M/s _____
By

AUTHORIZED REPRESENTATIVE

1) Signature _____

Name _____

Address _____

_____

_____

2) Signature _____

Name _____

Address _____

_____

_____

Form – 7G

(Please refer Clause 1.1 of GCC and S. No. 5 of Contract Data)

(Letterhead of the Employer)

Deleted

Form – 7H
(Please refer Clause 47 of GCC)

BANK GUARANTEE FOR ADVANCE PAYMENT

To,

IL&FS Transportation Networks Limited
The IL&FS Financial Center,
Plot C-22, G Block, Bandra Kurla Complex,
Mumbai- 400051

Bank Guarantee No.----------dated --------- for Rs.----------

WHEREAS vide the "**Bituminous Overlay Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand**" Contract dated --------- (hereinafter referred to as "the Contract"), _____[name of Contractor] a company incorporated under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by IL&FS Transportation Networks Limited, having its registered office at The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Mumbai- 400051, India , (hereinafter referred to as the 'Employer' which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns), the contract for the works "**Bituminous Overlay Works at Patratu Dam – Ramgarh Road (RPR-II) – Length 27.118 Kms and Chaibasa Kandra Chowka Road (CKC) - Length 68.700 Kms in the State of Jharkhand**".

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you a **Advance Payment Guarantee** security, at the time of forwarding a request for Advance payment, from a specified **nationalized/scheduled bank,** for the sum proposed to be released as Advance Payment in accordance with the terms and conditions of the Contract.

AND WHEREAS WE, _____ [name of Bank], a body corporate, constituted under [relevant Act] and having its head office at _____ and branch office at _____ have agreed to furnish a Advanced Payment Guarantee for a sum of ***Rs_____ (Rupees _____ Only)*** (hereinafter referred as the guaranteed amount) as security for compliance of the Contractor's obligations under the Contract;

NOW THEREFORE we hereby affirm that we, as the Guarantor, are responsible to you, on behalf of the Contractor for the guaranteed amount and we irrevocably undertake to pay you, upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any certification or letter stating that the amount claimed in the demand notice is due and payable, signed by a duly authorised official of the Employer to this effect, shall be final, binding and conclusive upon us.

WE hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the Contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

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 there under 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.

The jurisdiction in relation to this Guarantee shall be the Courts at Mumbai and laws of India shall be applicable. This guarantee shall be valid up to 45 days beyond the period of stipulated period of complete recovery defined in S. No. 18 of Contract Data _____ (Expiry Date). We hereby agree to renew and extend the validity of this Guarantee on request from you. Unless a demand or claim is lodged within the aforesaid time, i.e. Expiry Date, your rights under this Guarantee shall be forfeited and we shall not be liable there under.

WE hereby represent that there is no litigation or arbitration or other proceedings pending against us which could reasonably be expected to have a material adverse effect or change in our ability to perform our obligation under this Guarantee.

Notwithstanding anything contained herein:

a) our liability under this Guarantee shall not exceed the guaranteed amount i.e. Rs _____ (Rupees _____ Only)

b) this guarantee shall be valid up to _____ (Expiry Date) and

c) we shall be liable to pay the guaranteed amount under this Guarantee only and only if we receive a written claim or demand duly signed by a duly authorised official of the Employer before the _____ as mentioned above or any other extended date.

IN WITNESS WHEREOF we have executed this Guarantee on this ___ day of ____, ___.

Signature
Date and place