CODE NO. EE/E-SASN - 812

STANDARD BIDDING DOCUMENT

FOR

(Electrical Work)

Code No. EE/E-SASN- 812

Punjab Mandi Board

21.02.2018

CODE NO. EE/E-SASN - 312

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CODE NO. EE/E-SASN - 811

LIST OF IMPORTANT DATES

Website : www.eproc.punjab.gov.in

List of Important Dates of Submission of Online Bids :-

1.	Name of Work	:	Providing for Highmast system with LED Lighting system in G.M. Jagroan, MC Jagroan, Distt Ludhiana
2.	Completion Period	:	3- Months.
3.	Mode of submission of Tender	:	To be submitted on-line at **www.eproc.punjab.gov.in**
4.	Period & Time for download of Bidding Documents from E-procurement portal		From: .... Time
		To:	Date Time pm
5.	Time, Date & Place of Pre-Bid Meeting	:	Date.....Month.....Year..... Time..... Place.....
6.	Time & Date of online submission of Bids	:	From: Date.....Month.....Year..... Time..... Place.....
		:	To: Date.....Month.....Year..... Time..... .... Place.....
7.	Time & Date of opening of online Technical Bids	:	Date
8.	Time & Date of opening of online Financial Bids	:	Time pm
9.	Place of opening of online Bids	:	Date Address...Executive Engineer Electrical SAS Nagar Mohali
10.	Last Date of Bid validity	:	90 Days
11.	Officer Inviting Bids	:	Executive Engineer, (Electrical) SAS Nagar Division, Electrical Punjab Mandi Board., ...

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SECTION 0

INVITATION FOR BIDS
(IFB)

CODE NO. EE/E-SASN - 811

Punjab Mandi Board

NOTICE INVITING ON-LINE BIDS

Bid No.: . Date: .

1. On behalf of the Governor of Punjab, Executive Engineer (ELECT.) SAS Nagar, invites bids from eligible bidders for the Project/Work(s) detailed in the following table. The bidders may submit bids for any or all of the following Project/Work(s) :

Name of work Project/Works (S)	Bid Security/ Earnest Money (Rs.)	Cost of document/ Tender fee (Rs.)	Period of completion	Approx. Value of the Project/ Work (Rs.)
2	3	4	5	6
Providing for Highmast system with LED lighting system in G.M Jagroan, MC Jagroan Distt ludihana.	2,50,000/ ~~2,49,800/-~~	10,000/-	03 Month	1,24,90,000/ ~~1,24,89,700/-~~

(col.6 to be deleted for Lump sum Project/works)

Important dates are as under :

i) Period of availability of Tender on-line shall be : From 2024 . Time pm

ii) Last date & time for on-line : submission of bids shall be 2024.upto PM

iii) Date & time of opening of Technical Bid : 2024.upto PM

**For detailed terms and conditions refer to web site http://eproc.punjab.gov.in*

Signature of Executive Engineer

Note: - For Publication in Newspapers

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CODE NO. EE/E-SASN - 811

Punjab Mandi Board

NOTICE INVITING ON-LINE BIDS

Bid No.: Date:

1. On behalf of the Governor of Punjab, Executive Engineer (Elect.) SAS Nagar,invites bids from eligible bidders for the Project/Work(s) detailed in the following table. The bidders may submit bids for any or all of the following Project/Work(s) :

Sr. No	Name of work Project/Works (S)	Bid Security/ Earnest Money (Rs.)	Cost of document/ Tender fee (Rs.)	Period of completion	Approx. Value of the Project/ Work (Rs.)
1	2	3	4	5	6
1	Providing for Highmast system with LED Lighting System, G.M Jagraon, MC Jagraon, Distt Ludhiana.	2,50,000/ ~~2,49,800/-~~	10,000/-	03 Month	1,24,90,000/ ~~1,24,89,700/-~~

[col. 6 to be deleted for Lump sum Project/Works]

2. **Important dates are as under :**

i)	The Period of availability of Tender on-line shall be from	: From	Time	pm
ii)	The last date & time for on-line submission of bids shall be	:	upto	PM
iii)	Date & time of opening of Technical Bid	:	upto	pm

3. The Bidding Documents can be down loaded from website: **www.eproc.punjab.gov.in** The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be debarred for a period of 6 months .

4. The bidders should have the necessary Portal enrolment with his/her own Digital Signature Certificate (DSC).

5. The bidders should keep checking the website for any **addenda/corrigenda** to the notice/bidding documents till the date of on-line submission of bids, and the bidder should incorporate the same in his bid documents.

6. The cost of the bidding documents (non-refundable) shall be paid online through Net Banking at portal www.eproc.punjab.gov.in.

7. Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) in the table above shall be paid online through Net Banking at portal www.eproc.punjab.gov.in.

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8. Bid(s) must be submitted online through an e-portal **www.eproc.punjab.gov.in** before the time specified in the table above (as per server clock). The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc. for online bids.

9. Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the bill of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website **www.eproc.punjab.gov.in** and scanned copies of the required documents and information as per section-2 (Formats & Annexure) should be attached in the Technical Bid as prescribed in the SBD.

10. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/E-mail/courier.

11. Standard Bidding Documents (SBD) is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the SBD. The bidders who disagree on the conditions of SBD, cannot participate in the tender.

12. Technical Bids will be opened on-line on the day & time as specified in the above table, 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.

13. Bid(s) once submitted online cannot be resubmitted or withdrawn.

14. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.

15. The undersigned has the right to accept or reject any or all bids without assigning any reason.

Signature of Executive Engineer

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SECTION 1

INSTRUCTIONS TO BIDDERS (ITB)

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Section 1: Instructions to Bidders

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A. GENERAL

1. SCOPE OF BID

1.1 The Employer **(named in the BDS)** invites online bids for the Project/Work(s), as defined in these documents and referred to as "the Project/Work(s)" and detailed in the table given in IFB. The bidders may submit bids for any or all of the Project/Work(s). Bid for each work shall be submitted separately.

1.2 The successful bidder will be expected to complete the Project/Work(s) by the Intended Completion Date specified in the **Contract Data**.

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

2. AUTHORITY & SOURCE OF FUNDS

2.1 The Department of Public Works, Buildings & Roads Branch is mandated to undertake such works under the Rules of Business, Government of Punjab.

2.2 The expenditure on the Project/Work(s) will be met from the funds to be released to the Department by the Government of Punjab, Department of Finance/Funding Agency under the.....scheme.

2.3 The Department of Public Works, Buildings & Roads Branch shall not be responsible for non-release or delayed release of funds by the Department of Finance/Funding Agency.

26.3 ELIGIBLE BIDDERS

This Invitation For Bids is open to established and reputed contracting agencies who fulfill the requirements laid down in Clause 4.3 of ITB.

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

The bidder could be an individual, Limited Company/corporation, Proprietary firm, Partnership firm. Consortium or Joint Venture Companies are not allowed to bid for the Project/Work(s) listed in the Table given in IFB **(unless specified in the BDS)**.

26.4 QUALIFICATION OF THE BIDDER

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

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4.2 All bidders shall attach the following information and documents with their on- line Technical Bid along with the information required as per Section 2 :

A. For Works upto Rs. 5.00 Crores :

(a) Copy of the valid enlistment with Punjab Mandi Board under appropriate Class and Category of work;

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

(c) List of similar works completed during previous years duly supported with performance certificate from authority for whom work has been completed and information shall include name of work, estimated cost, date of start and date of completion;

(d) List of equipment and machinery available with documentary proof of ownership or lease deed of machinery proposed for deployment for execution of work;

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

(f) Reports on financial standing of the Bidders, such as profit and loss statements and auditor's reports for the past 5 (Five) years;

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

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

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

B. In addition, each bidder shall submit the following information for his qualification:

a. Copy of Permanent Account Number (PAN) issued by Income Tax department;

b. Affidavit/undertaking of not having been black-listed by any Govt./Semi Govt. Organization/Corporation at any stage and/or debarred by the department of Punjab PWD (B&R).

c. Affidavit/undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage;

(d) VAT Registration Number (TIN) issued by concerned department;

(e) EPF registration certificate from Provident Commissioner;

(f) Details of his available bid capacity with an undertaking that his available bid capacity, calculated as per clause 4.4 below, is more than the estimated value of the project/work; **(as specified in BDS).**

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(g) Any other qualification information specified in the Conditions of Particular Application.

4.3 To qualify for award of the contract, each bidder in its name should have :

A. For Works upto Rs. 5.00 Crores :

(a) valid enlistment with Punjab Mandi Board under the appropriate class and category;

(b) achieved a minimum annual financial turnover (in all classes of electrical engineering construction works only) equal to **40% of** the estimated cost of work in any one of the last three (3) financial years immediately preceding the Financial Year in which bids are invited [For Lump sum works where estimated cost is not to be disclosed, this amount should be given in figures];

C) satisfactorily completed in the last five (5) years ending last day of month previous to the one in which bids are invited as a prime Contractor (or as a nominated sub Contractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied)

one similar work (as defined in the **Bid Data Sheet**) of value not less than 80% of the estimated cost of work

or

two similar works each of value not less than 50% of the estimated cost of work

or

three similar works each of value not less than 40% of the estimated cost of work

*[For Lump sum works where estimated cost is not to be disclosed, these amounts should be given in figures]. The values of works can be updated to current price levels by enhancing the value of executed works at the rate given in the **BDS**;*

d) availability (either owned or leased) of the key and critical equipment for this Project/Work as per Annexure-1.

[The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.1 above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.];

e) availability of personnel with adequate experience as required for this work as per Annexure-II;

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f) liquid assets and/or availability of credit facilities of amount not less than that indicated in the **BDS**.

(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc. - usually the equivalent of the estimated cash flow for 3 months in peak construction period.);

g) submitted an undertaking that he will be able to invest a minimum cash up to 25% of contract value of work, during implementation of work.

h) given to the Employer or his representatives the authority to seek references from the bidder's bankers;

B. In addition to above, each bidder to be eligible or qualify should have submitted/attached with his technical bid-

a) an undertaking that his available bid capacity, calculated as per clause 4.4 below, is more then the estimated value of the project/work **(as specified in BDS).**

b) the proof of PAN issued by Income Tax department;

c) Affidavit/undertaking of not having been black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage and/or debarred by the department of Punjab PWD (B&R).

d) the affidavit/undertaking that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage;

e) the proof of his valid VAT Registration Number (TIN) issued by concerned department;

f) the proof of his valid EPF registration with the Provident Commissioner;

g) an undertaking that he agrees to the terms and conditions of bidding document including the technical requirements and in case there is anything contradictory in his technical proposal with respect to the conditions of bidding document, the latter shall prevail.

h) The undertakings/affidavit/documentary proofs required as per the qualifying conditions laid down in the Conditions of Particular Application.

4.4 Bid Capacity:

The bid capacity of the prospective bidders will be calculated as under:

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

Where

A = Maximum value of Electrical Engineering works executed in any one year (year means Financial year) during the last five years **(updated to the price level of the Financial year in which bids are received at a rate per year as indicated in the BDS)** taking into account the completed as well as works in progress.

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N = Number of years prescribed for completion of the Project/Works for which these bids are being invited. (e.g. 7 months = 7/12 year)

B = Value **(updated to the price level of the year indicated in BDS)** of existing commitments (only allotted works) on the last date of submission of bids as per bidding document and on-going works to be completed during the period of completion of the Project/Works for which these bids are being invited.

Note: *The statement showing the value of existing commitments and on- going works as well as the stipulated period of completion remaining for each of the works listed should be attached along with certificates duly signed by the Engineer-in Charge, not below the rank of an Executive Engineer or equivalent.*

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

- made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record for poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or

5. ONE BID PER BIDDER

5.1 Each bidder shall submit only one bid for one Project/Work/package. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. COST & SUFFICIENCY OF BIDDING

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

6.2 The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

7. SITE VISIT

The bidder at the his own responsibility, expenses and risk, is encouraged to visit and examine the Site(s) of Project/Work(s) and its/their surroundings and obtain all information (including that on the risks, contingencies and other circumstances which may affect or influence the bid) that may be necessary for preparing the Bid and entering into a contract. No extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder may reassure himself at his own cost about the soil properties at the site. The Employer shall not be responsible for any variation in soil strata from that given in this document.

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B. BIDDING DOCUMENTS

8. CONTENTS OF BIDDING DOCUMENTS

8.1 The set of the bidding documents comprises the documents listed below and addendum/corrigendum issued in accordance with Clause 10.

Section	Particulars
0.	Invitation for Bids
1.	Instructions to Bidders
2.	Qualification Information and other forms
3.	General Conditions of Contract & Conditions of Particular Application
4.	Contract Data
5.	Technical Specifications
6.	Rules for Sanitary Arrangements of Workers
7.	Contractors' Labour Regulations
8.	Form of Bid
9.	Bill of Quantities (BOQ)/Schedules of Payment (S-I) & Variation (S-II)
10.	Securities and other forms
11.	Drawings, Site Investigation Data & Other Technical Plans
12.	Documents to be furnished by Bidder

8.2 The bidder is expected to examine carefully all instructions, conditions of contract, BDS, forms, terms, and technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the Bidder's own risk. Pursuant to clause 25 thereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. CLARIFICATION OF BIDDING DOCUMENTS

9.1 A Prospective bidder requiring any clarification of the bidding documents may notify the Engineer in writing or by cable (hereinafter "cable" includes facsimile and e-mail) at the Engineer's Address indicated in the Invitation For Bids. The Engineer will respond to any request for clarification which he received earlier than seven (7) days prior to deadline for submission of bids. The Engineer's response including a description of the enquiry but without identifying its source will be uploaded on the website.

9.2 Pre-Bid Meeting (if provided for in BDS)

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

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

9.2.3 The bidder is requested to submit any questions/queries in writing or by

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cable/e-mail to reach the Employer not later than three (3) days before the meeting.

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

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

10. AMENDMENT OF BIDDING DOCUMENTS

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

10.2 Any addendum/corrigendum thus issued shall be a part of the bidding documents and shall be uploaded on the website as a corrigendum.

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

C. PREPARATION OF BIDS

11. LANGUAGE OF THE BID

11.1 All documents relating to the Bid shall be in **English** Language.

12. DOCUMENTS COMPRISING THE BID

12.1 The bid to be submitted on-line by the bidder as Section 12 of the Bid document (refer Clause 8.1) shall comprise scanned copies of the following in two separate parts:

Part I : Technical Bid –

Envelope I (a) ~~Earnest Money (Bid security) and Cost of Bidding Document.~~ Deleted

Envelope I (b)

(i) Qualification Information and supporting documents as specified in Clause 4.2.

(ii) Certificates, undertakings, affidavit/undertakings as specified in Clause 4.2.

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

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

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(v) General Arrangement Drawings including conceptual structural drawings with approximate sizes, type of material and brief specification ensuring conformity to technical requirements. **[This requirement applies to Lump Sum Contracts only]**

Part II : Financial Bid

Envelope II shall be named on-line "Financial Bid" and shall comprise

(i) Financial Bid (percentage rate at par, below or above the estimated cost/item wise rates/one fixed sum) written both in figures and words in the prescribed Form of Bid as specified in Section 8.

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

Section	Particulars
0.	Invitation For Bids (IFB)
1.	Instructions to Bidders
3.	General Conditions of Contract & Conditions of Particular Application
4.	Contract Data
5.	Technical Specifications
6.	Rules for Sanitary Arrangement of Workers
7.	Contractors' Labour Regulations
11.	Drawings & Soil Investigation Report & Other Technical Data

13. BID PRICES

13.1 The contract shall be for the whole Project/Work as described in Clause 1.1 of ITB, based on the Bill of Quantities/at the lump sum price submitted by the Bidder online.

13.2 i) For Percentage Rate Tenders, the bidder shall make online entries as at par or percent above or percent below the estimated total cost in the Bill of Quantities as specified therein or Form of Bid.

ii) For Item Rate Tenders, the bidders shall make online entries to fill in rates, prices and line item total (both in figures and words) for all items of work described in the Bill of Quantities alongwith total bid price (both in figures and words). *The items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities.*

iii) For Lump Sum Tenders, the bidders shall make online entries of lump sum price (both in figures and words) for full scope of project/work described in the Bidding Document

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

13.4 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of

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Contract.

14. CURRENCIES OF BID AND PAYMENT

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

15. BID VALIDITY

15.1 Bids shall remain valid for a period **specified in the BDS** after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Engineer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1(iv) and the Form of Bid submitted by the bidder, the period mentioned in the undertaking shall be considered as bid validity period of the bid by the bidder.

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

16. BID SECURITY (EARNEST MONEY)

16.1 The bidder shall furnish, as part of his Bid, a Bid Security (Earnest Money) **as specified in the BDS,** in original form and, in the amount and currency **specified in the BDS**. This Bid Security shall be in one of the following forms:

a) ~~Deposit at-call receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.~~ Deleted

b) ~~Fixed Deposit Receipt, issued by any Scheduled Indian Bank or foreign Bank approved by the Reserve Bank of India, duly pledged on its back in favour of the Engineer calling the bids.~~ Deleted

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

d) any other form as **specified in the BDS.**

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

16.3 The Bid Security of unsuccessful bidder will be returned within 28 days of the end of the bid validity period specified in 15.1.

16.4 The Bid Security of the successful bidder will be adjusted in the retention money as stipulated in the General Conditions of Contract.

16.5 The Bid Security may be forfeited.

a) If the Bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after Bid opening during the period of Bid Validity; or

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b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to :

i) sign the Agreement; or

ii) furnish the required Performance Security.

17. ALTERNATIVE PROPOSALS BY BIDDERS

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

18. FORMAT AND SIGNING OF BID

18.1 The bidder shall submit the bid online comprising of documents as specified in Clause 12.

D. SUBMISSION OF BIDS

19. SUBMISSION SEALING AND MARKING OF BIDS

The Bidder shall place two separate digitally signed files marked "Technical Bid (Envelope-I)" and "Financial Bid (Envelope-II)"

The contents of Technical and Financial Bids will be as specified in Clause 12.1. All documents are to be signed digitally by the bidders.

20. DEADLINE FOR SUBMISSION OF THE BIDS

20.1 Complete Bids (including Technical and Financial) shall be received by Engineer online not later than the date and time **indicated in the BDS**. In the event of the specified date for the submission of bids declared a holiday for the Engineer, the Bids will be received upto the appointed time on the next working day.

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

21. LATE BIDS

The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

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E. BID OPENING AND EVALUATION

22. BID OPENING

22.1 The Engineer shall open the bids online and the same shall be evaluated by Tender Processing Committee (TPC)/Engineer **as specified in the BDS**. The bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place **specified in the BDS** in the manner specified in Clause 20 and 22.3. In the event of the specified date of Bid opening being declared a holiday for the Engineer, the Bids will be opened at the appointed time and location on the next working day.

22.2 The Part-I containing Technical Bid shall be opened first.

22.3 (i) The bids will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part-I of the bid pursuant to Clause 12.1.

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

iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

iv) On receipt of these clarifications, the Tender Processing Committee/Engineer will finalize the list of responsive bidders whose financial bids are eligible for consideration.

v) Evaluation of the technical bids with respect to qualification information and other information furnished in Part-I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within 21 (Twenty One) working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

vi) The Employer shall inform, by Post, fax or e-mail, the bidders, whose technical bids are found responsive, date, time and place of online opening of Part-II i.e. Financial Bid **as stated in the BDS**. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. The Bidders or their representative may attend the opening of financial bids.

22.4 At the time of opening of "Financial Bid", the names of the bidders who were found responsive in accordance with Clause 22.3 (iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, and such other details as the Engineer may consider appropriate, will be announced by the Engineer at the time of opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.

22.5 The Engineer shall prepare minutes of the opening of the Financial Bid, including the information disclosed to those present in accordance with Sub-clause 22.4

23. PROCESS TO BE CONFIDENTIAL

23.1 Information relating to the examination, clarification, evaluation and comparison of

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

24. CLARIFICATION OF FINANCIAL BIDS

24.1 To assist in the examination, evaluation and comparison of Bids, the Engineer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail.

24.2 Subject to sub Clause 24.1, no Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

24.3 Any effort by the Bidder to influence the Engineer in the Engineer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

25.1 During the detailed evaluation of Qualification Information/"Technical Bids", the Engineer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4 ; (b) documents has been properly signed; (c) is accompanied by the required securities and; (d) is substantially and unconditionally responsive to all the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid" the responsiveness of the bids will be further determined with respect to the remaining bid conditions.

25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one :

(a) which affects in any substantial way the scope, quality, or performance of the Works;

(b) which limits in any substantial way, inconsistent with the Bidding documents, the Engineer's right or the Bidder's obligations under the Contract; or

(c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

26. EVALUATION AND COMPARISON OF FINANCIAL BIDS

26.1 The Engineer will evaluate and compare only the Bids determined to be substantially responsive with Sub Clause 25.2.

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

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26.3 The estimated effect of the price adjustment condition under the **General conditions of contract**, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

26.4 If the Bid of the successful Bidder is seriously unbalanced by more than or less than 25% in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Engineer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Engineer may require that the amount of the performance security set forth in Clause 30 be increased at the expense of the successful Bidder to a level sufficient to protect the Engineer against financial loss in the event of default of the successful Bidder under the Contract.

F. AWARD OF CONTRACT

27. AWARD CRITERIA

27.1 Subject to Clause 28, the competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

28. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

28.1 Notwithstanding Clause 27, the competent authority reserves the right to accept or reject any Bid, and to cancel the Bidding process and rejects all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

29.1 The Bidder whose bid has been accepted by the competent authority will be notified of the award by the Engineer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the **Conditions of Contract** called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the execution, completion, and maintenance of the Project/Works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.

29.3 The agreement will incorporate all relevant correspondence between the Engineer and the successful Bidder. It will be signed within 28 days following the notification of award along with the Letter of Acceptance.

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

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30. PERFORMANCE SECURITY

30.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Engineer a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] in any of the forms given below for an amount equivalent to 5% of the Contract Price plus additional security for unbalanced Bids in accordance with clause 26.4 of ITB and as stipulated in the conditions of contract:

- a Bank Guarantee in the form given in Section 10; or
- Fixed Deposit Receipt as indicated in **BDS**.

30.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian Bank or (b) a foreign bank located in India and acceptable to the Employer and the same shall be valid for 28 days from the date of expiry of Defect Liability Period.

30.3 Failure of the successful Bidder to comply with the requirements of Sub-clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

31. CORRUPT OR FRAUDULENT PRACTICES

31.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract with Punjab Mandi Board

For the purpose of this Clause,

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish contract prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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CODE NO. EE/E-SASN - 811

Bid Data Sheet

ITB Clause Reference		Bid Data
ITB 1.1	The Employer is : Chief Engineer, Punjab, Punjab Mandi Board, (For and on behalf of Governor of Punjab)	
ITB 1.1	The name of the contract is :- Providing for Highmast system with LED Lighting system in G.M Jagraon, MC Jagraon Distt Ludhiana.	
ITB 3.3	Valid Enlistment with Punjab Mandi Board for Electrical Works	
ITB 4.2 C (f)	The details of available bid capacity are required	
ITB 4.3 B (a)	The minimum turn over amount should be Rs.	in any one of Last Three years
ITB 4.3 B (b)	The "similar works" means	
ITB 4.3 B (b)	The minimum value of one similar work is Rs	(80% Single Work)
ITB 4.3 B (b)	The minimum value of two similar works (each) is Rs.	(50% Work)
ITB 4.3 B (b)	The minimum value of three similar works (each) is Rs	(40% Work)
ITB 4.3 B (b)	The value of work may be enhanced at simple rate of 8% per annum.	
ITB 4.3 B (e)	Minimum liquid assets and/or availability of credit facilities should be Rs.	
ITB 4.3 C (a)	The undertaking regarding available bid capacity is required	
ITB 4.4	The value shall be updated at simple rate of 8% per annum.	
ITB 9 2	The Pre Bid Meeting will take place at following date, time and place : N.A Not Required	

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CODE NO. EE/E-SASN - 811

	Address : City: State : Telephone No. : Facsimile No. : E-mail address :
ITB 15.1	The bid validity period is 90 days
ITB 16.1	A Bid Security (Earnest Money) amounting to Rs. /- is required and the same shall be paid online through Net Banking at portal www.eproc.punjab.gov.in.
ITB 20.1	The bid should be submitted latest by ..... (Date & Time)
ITB 22.1	The Technical Bid will be opened in the office of : Address : Executive Engineer, Punjab Mandi Bhawan 4th Floor, Sector-65 A, SAS Nagar. Telephone No. :
ITB 22.3 (vi)	The Financial Bid shall be opened in the office of : Address : Executive Engineer Punjab Mandi Bhawan 4th Floor, Sector-65 A, SAS Nagar. Telephone No. :
ITB 30.1	The Performance Security shall be in the name o XEN (E)., PMB, SAS NAGAR

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Annexure-I

TYPICAL INDICATIVE LIST OF KEY PLANT & EQUIPMENT TO BE DEPLOYED ON CONTRACT WORK

(Reference ITB 4) **(Road Works)**

Sr. No.	Type of Equipment	Minimum Nos. of Equipment
1.	Motor Grader	
2.	Dozer	
3.	Front end loader	
4.	Smooth wheeled roller (with automatic water sprayer)	
5.	Vibratory Roller	
6.	Hot mix plant with electronic Controls (Minimum 50-60 TPH Capacity)	
7.	Paver Finisher with Electronic Sensor	
8.	Tippers	
9.	Water Tanker	
10.	Bitumen Sprayer	
11.	Tandem Roller	
12.	Wet Mix Plant having suitable capacity.	
13.	Wet Mix Paver.	
14.	Air Compressor	

(Reference ITB 4) **(Bridge Works)**

Sr. No.	Type of Equipment	Minimum Nos. of Equipment
1.	Concrete mixture	
2.	Tippers	
3.	Crane for sinking	
4.	Surface Vibrators	
5.	Needle Vibrators	

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(Reference ITB 4) **(Building Works)**

Sr. No.	Type of Equipment	Minimum Nos. of Equipment
1.	Concrete mixture	
2.	Building hoist	
3.	Steel centering & shuttering	
4.	Surface Vibrators	
5.	Needle Vibrators	

Note-

1. The requirement of machinery will be works specific to be identified by the Engineer and approved by the Employer.

2. The agency will have to produce the original documents regarding the ownership or lease deed of the above said plant & equipments on the date of receipt of bids failing which his bid will be rejected.

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Annexure-II

TYPICAL INDICATIVE LIST OF KEY PERSONNEL TO BE DEPLOYED ON CONTRACT WORK

(Reference ITB 4) **(Road Works)**

Sr. No.	Personnel	Min. Qualification	Minimum No.
1.	Project/Work Manager	BE (Civil) with atleast 2 years experience	
2.	Site Engineer	BE (Civil) or Diploma (Civil) with atleast 2 years experience.	
3.	Plant Engineer	B.E. (Mech.) or Dip. (Mech.) with atleast 2 years experience.	
		Total	

(Reference ITB 4) **(Bridge Works)**

Sr. No.	Personnel	Min. Qualification	Minimum No.
1.	Project/Work Manager	BE (Civil) with atleast 2 years experience	
2.	Site Engineer	BE (Civil) or Diploma (Civil) with atleast 2 years experience.	
3.	Plant Engineer	Dip. (Mech.) with atleast 2 years experience.	
4.	Quality Control Engineer	B.E. (Civil) or Dip. (Civil) with atleast 2 years experience	
5.	Survey Engineer	ITI qualified Surveyor	
		Total	

(Reference ITB 4) **(Building Works)**

Sr. No.	Personnel	Min. Qualification	Minimum No.
1.	Project/Work Manager	BE (Civil) atleast 2 years experience	
2.	Site Engineer	BE (Civil) & BE (Elect.) or Diploma (Civil / Elect.) with atleast 2 years experience.	
3.	Quality Control Engineer	B.E. (Civil) or Dip. (Civil) with atleast 2 years experience	
		Total	

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SECTION 2

QUALIFICATION INFORMATION

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QUALIFICATION INFORMATION

i. Qualification document as detailed below, complete in all respects, should be submitted on-line scanned copies as per the stipulations of Clause 4.2 of ITB.

Pre-qualification document contains 11 numbers of forms as follows1.

1. FORMAT (1-1) GENERAL INFORMATION
2. FORMAT (1-2) NATURE OF FIRM (STR & ORG)
3. FORMAT (2-1): AVERAGE ANNUAL TURNOVER
4. FORMAT (2-2): DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY
5. FORMAT (2-3): PARTICULAR CONSTRUCTION EXPERIENCE RECORD
6. FORMAT (2-4): EQUIPMENT AVAILABILITY
7. FORMAT (2-5): AVAILABILITY OF PERSONNEL
8. FORMAT (2-6): AVAILABILITY OF CREDIT LINE
9. FORMAT (2-7): EXISTING COMMITMENTS
10. FORMAT (2-8): AFFIDAVIT/UNDERTAKING
11. FORMAT (2-9): UNDERTAKING

ii. If necessary, additional sheets can be added to the schedules. Such attachments should be clearly marked as follows:

'Attachment 1 to Form (1-2), Attachment 2 to Form (2-5)' etc.

iii. While submitting the Qualification Information duly filled in, applicant shall enclose latest copies of brochures of their firms and technical documentation if any giving additional information and proper reference to the brochures.

iv. Each page of Qualification Information shall be duly signed by the applicant or his authorized representative.

v. Costs incurred by applicant(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Employer.

vi. Incomplete bids shall be summarily rejected.

vii. The language for submission of application shall be English.

viii. The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.

ix. Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupees only except for Works carried out abroad for which figures may be furnished in United States Dollars (USD). Deemed Export Project/Works procured against International Competitive Bid, though executed within the country and where the currency of bid/contract is US Dollars or other convertible currency shall be considered as "Works Abroad."

x. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm

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along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.

xi. If the bid is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the proper/legal and valid authorization for signing the application, in which case a certified copy of the proper/legal and valid authorization should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence like copy of Certificate of Incorporation before the contract is awarded.

xii. The information furnished must be sufficient for the satisfaction of the Employer to show that the bidder is capable in all respects to successfully complete the envisaged work.

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FORMAT (1-1)

GENERAL INFORMATION

All individual firms and each partner of a joint venture bidding for the Work are requested to complete the information in this form. Nationality information to be provided for all owners or Applicants who are partnerships or individually owned firms.

Following information with regard to the nature of your interests in the Firms may also be provided:

a) Shareholding pattern or percentage of shares held by the individual partners.

b) Firms interests in other areas of business

c) If, they represent a group of companies all the relevant details.

Where the Applicant proposes to use named Sub-Contractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the Sub-Contractor(s).

1.	Name of firm Place of incorporation / registration Year of incorporation / registration
2.	Head / Registered office Address Telephone nos. Fax, e-mail
3	Name of Contact Person (s) Correspondence Address Telephones Fax, e-mail E-mail

Nationality of Owners (*)		
Name		Nationality
1.		
2.		
3.		

(*) To be completed by all owners of partnerships or individually owned firms.

(Applicant/Bidder)

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FORMAT (1-2)

STRUCTURE AND ORGANIZATION

1.	The Bidder is			
	(a)	An individual		.....
	(b)	a Proprietary firm		.....
	(c)	a firm in Partnership		.....
	(d)	a Limited Company or Corporation		.....
2.	Attach the Organization Chart showing the structure of the organization including the name of the Directors, position of directors, position of officers.			....
3.	No. of years of experience:			
	(a)	As a Prime Contractor (Contractor shouldering major responsibility)		.....
		i)	In own country	.....
		ii)	other countries (specify country)	.....
	(b)	In a Joint Venture		
		i)	in own country	.....
		ii)	other countries (specify country)	.....
	(c)	As Sub-Contractor (specify main Contractor)		
		i)	in own country	.....
		ii)	Other countries (specify country)	.....
4.	For how many years has your organization been in business of similar works under its present name?			.....
6.	Have you ever left the work awarded to you incomplete? (If so, give name of Project/Work and reasons for not completing the work).			.....
7	In which fields of civil engineering construction, do you claim specialization and interest			.....
8.	Give details of your soil and materials testing laboratory, if any (include full range of equipment available; 'make', year, latest calibration date and functional conditions details etc. including present status indicating their availability for the contract (s) being applied for)			.....
9.	Give details of your experience in similar works.			....

(Applicant/Bidder)

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FORMAT 2-1

ANNUAL TURNOVER

Name of Applicant :

All individual firms and all partners of a joint venture are required to complete the information in this form. The information supplied shall be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed.
Applicants should enclose testimonials (certified copies of annual reports/, certificates) in support of their claim.

ANNUAL TURNOVER DATA

(From Construction Works only) (Ref: Clause 4.1 of ITB)

Sr. No.	Financial Year	Turnover (Rs.)
1.		
2.		
3.		

Note: In case of turnovers in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 01.04.20...

(Applicant/Bidder)

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FORMAT 2-2

Experience on Similar Works (may use copies of format for more than one work)

Name of Applicant :

All individual firms are requested to complete the information in this form. ***Applicants should enclose testimonials/ Clients' certificates in support of their claim.*** *(In case of contract value in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 1.04.20).*

(Ref: Clause 4.2 of ITB)

1.	Identification Number of Contract	
	Name of Contract	
	Location of works	
	Type of works: Roads/Bridges/Airport/Railways/ Tunneling or others(Specify)	
	Country	
2.	Name of Employer	
3.	Employer's address (Give telephone and fax, e-mail no.)	
4.	Nature of works and special features relevant to the Contract for which the Applicant wishes to pre-qualify	
5.	(tick one) Prime Contractor Partner in a Joint Venture Sub- Contractor	
6.	Value of the total contract	
7.	Date of award	
8.	Date of Completion	
9.	Contract duration (years and months)	
10.	Specified requirements Give details in respect of earthwork, Granular sub-base/base, RE Walls, Concrete in bridges (submit a certificate from employer showing details of your share of work).	
11.	Name and professional qualifications of Applicant's Engineer –in- charge of the work:	
12.	Were there any penalties/fines/stop notice/compensation/liquidated damage imposed? (Yes or No) If yes, give amount and explanation.	

Maximum value of Civil Engineering works executed in any one year during the last five (5) years (updated to the price level of the year indicated in Appendix to ITB) =

(Applicant/Bidder)

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FORMAT 2-3

PARTICULAR CONSTRUCTION EXPERIENCE RECORD

Sr. No.	Detail of work	Amount (Rs.)

FORMAT 2-4

EQUIPMENT AVAILABILITY OR ACCESS COMMITMENT

Item of equipment	Requirement	Availability Proposals				Remarks (From whom to be purchased or leased)
	No.	Capacity	Owned/ leased/to be procured	Nos./ capacity	Age / condition	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note: Only major equipment needs to be reported here.

(Applicant/Bidder)

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FORMAT 2-5

AVAILABILITY OF PERSONNEL

Sr. No.	Personnel	Number of persons	Educational Qualification
1.	Project/Work Manager		
2.	Site Engineer		
3.	Plant Engineer		
4.	Quantity Surveyor		
5.	Survey Engineer		
6.	Quality Assurance Engineer		
7.	Pre-casting yard Engineer		
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

(Applicant/Bidder)

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FORMAT (2-6)

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF OVERDRAFT/CREDIT FACILITIES

BANK CERTIFICATE

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

If the contract for the Project/Work, namely " ....." is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of INR ..... to meet their working capital requirements for executing the above contract.

Name of the Bank : .....

Senior Bank Manager : .....

Address of the Bank : .....

.....

.....

Phone & Fax No. : .....

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FORMAT (2-7)

SUMMARY SHEET

Current Contract commitments / works in progress

Name of the Applicant:

Applicants should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued. In case of contract value in foreign currency, the figures are to be given in relevant currency and Figures in INR may be worked out as per SBI Foreign Currency selling rates prevalent on 1.04.20....

S. No.	Name of the contract, Location and Nature of the work	Contract No. & Date	Percentage and amount of participation of firm in the Project/Work	Percentage and amount sub-contracted by the firm	Name and Address of Client (including Tel./ Fax, e- mail no.)	Contract value (Rs.)	Length of the Project/Work	Stipulated date of completion	Value of outstanding work	Estimated completion date
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3etc										

Total value of expected value of work to be carried out during completion period of this Project/Work=

Assessed available bid capacity (pursuant to clause 4.4 of ITB)

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FORMAT 2-8

AFFIDAVIT/UNDERTAKING*

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

3. The undersigned unde stand(s) and agree(s) that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department / Project/Work implementing agency.

4. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Project/Work, as desired by the Engineer/Employer.

5. The undersigned also hereby certifies that our firm M/s ..... have not been black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage and/or debarred by the Punjab Mandi Board.

_____ (Signed by an Authorized Officer of the Firm)

Title of Officer _____

Name of Firm _____

Date _____

* To be executed on a non-judicial stamp paper.

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FORMAT 2-9

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s ..... would invest a minimum cash upto Rs. ..... lacs during implementation of the Contract.

(Signed by an Authorized Person of the Firm)

Title of Authorized Person

Name of Firm

Date

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SECTION 3

CONDITIONS OF CONTRACT

(i) GENERAL CONDITIONS OF CONTRACT

(ii) CONDITIONS OF PARTICULAR APPLICATION

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(i) GENERAL CONDITIONS OF CONTRACT

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(i) GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. DEFINITIONS

1.1 Terms which are defined in the **Contract Data** may not necessarily have been defined in the conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

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

Compensation Events are those defined in Clause 41 hereunder.

The **Completed Work** means the work completed in all respects as per laid down specifications, drawings & conditions of the contract to the entire satisfaction of Engineer.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub-Clause 51.1.

Communication between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instruction book or books kept at site.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Project/Works during defect liability period. It consists of the documents listed in Clause 2 below.

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

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

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

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

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

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

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

The **Employer** is the party named in the **Contract Data** who will employ the Contractor to carry out the works.

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

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executed on behalf of the Employer.

Equipment is the Contractor's machinery and vehicles brought to the Site to construct the Project/Works.

The **Government** or the **State Government** shall mean the Governor of Punjab.

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

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

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Project/Works.

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

Routine Maintenance is the maintenance of roads as specified in the **Contract Data**.

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

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

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

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

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

The **Superintending Engineer** is the engineer in charge of an administrative circle of the Punjab Mandi Board under whose supervision the Project/Work activities will be carried out.

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

The **Tender Processing Committee [TPC]** is the committee constituted by the Employer for receiving, opening, processing and evaluating the bids.

A **Variation** is an instruction given by the Engineer, which varies the Project/Works. The **Project/Works**, as defined in the **Contract Data**, are what the Contract requires the Contractor to construct, install, maintain and turn over to the Employer through the Engineer, as defined in the **Contract Data**. This term shall be used synonymously with the term "Works" hereinafter or anywhere in the Contract.

2. 'ERPRETATION

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance.

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Works have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of the Contract.

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

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

a) Agreement

b) Letter of Acceptance, notice to proceed with the works

c) Contract Data

d) Conditions of Contract including Conditions of Particular Application

e) Specifications

f) Drawings

g) Bill of Quantities and

h) Contractor's Bid

i) any other document listed in the **Contract Data** as forming part of the Contract

If there are varying or conflicting provisions in the documents forming part of the contract, the authority competent to approve the tender shall be the final deciding authority with regard to the intention of the document.

3. LANGUAGE AND LAW

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

4. ENGINEER'S DECISIONS

4.1 Except where otherwise specifically stated, the Engineer shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. Any clarifications on the **Contract Data** shall be given by the Engineer.

5. DELEGATION

5.1 The Employer may delegate any of his duties and responsibilities to other person after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. COMMUNICATIONS

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered under Registered post or Speed post or Facsimile (fax) or other electronic means. The notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. The notice sent by

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Facsimile (fax) or other electronic means shall be effective on confirmation of the transmission.

7. SUB-CONTRACTING

7.1 The Contractor may sub-contract any portion of work, upto a maximum limit of 25% of contract value or as specified in **Contract Data** whichever is less, with the approval of the Engineer but shall not assign the Contract without the approval of the Engineer in writing. Sub-contracting does not alter the Contract's obligations and responsibilities under the contract.

8. OTHER CONTRACTORS

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

9. PERSONNEL

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

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

10. LABOUR & COMPLIANCE WITH LABOUR REGULATIONS

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

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

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

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to be required for making good the loss or damage suffered by the Employer.

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

11. EMPLOYER'S AND CONTRACTOR'S RISKS

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

11.2 **Employer's Risks**

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

11.3 **Contractor's Risks**

All risks of loss of or damage of physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks referred to in clause 11.2, are the responsibility of the Contractor.

12. LIMITATION OF LIABILITY

Neither party shall be liable to the other party in respect of any loss on any account whatsoever in relation to the work, towards any loss of estimated profit, loss of any other thing or for any direct or indirect/consequential loss or damage, which might be suffered or has been suffered by the other party in connection with any event arising out of the contract except for those, which have been specifically provided for in the contract agreement.

13. INSURANCE

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

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

(b) loss of or damage to Equipment;

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

(d) personal injury or death.

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

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and

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recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

14. WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE

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

15. ECOLOGICAL BALANCE

15.1 The Contractor shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operation as to prevent destruction, scarring or defacing of natural surroundings in the vicinity of work or damage to any tree, shrub or water course unless any of same is specifically required to be cleared or removed for construction purpose. Such removal shall only be done with prior approval of Engineer who may require the Contractor to do compensatory plantation at his cost.

15.2 No separate payment shall be made for compliance with provisions of this clause and all costs shall be deemed to have been included in the bid.

15.3 The Contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and should be acceptable to the authorities concerned.

16. SITE INVESTIGATION REPORT

16.1 The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Report referred to in the **Contract Data**, supplemented by any other information available to him, before submitting the bid.

17. QUERIES ABOUT THE CONTRACT DATA

17.1 The Engineer will clarify queries on the **Contract Data**.

18. CONTRACTOR TO CONSTRUCT THE WORKS

18.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

19. APPROVAL BY THE ENGINEER

19.1 The Contractor shall submit Specifications and Drawings complete in all respects, supported by documents showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

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

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

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

19.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use. In case of dispute, if any, decision of the Chief Engineer will be final and binding.

20. SAFETY

20.1 The Contractor shall be responsible for maintaining the safety of all activities on the site, including smooth flow of traffic at his own cost as per guidelines of the IRC/MORT&H.

20.2 In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor. The decision of the Engineer in this regard shall be final and no claim on account of this shall be entertained.

21. DISCOVERIES

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

22. POSSESSION OF THE SITE

22.1 The Employer shall give possession of the site to the Contractor, as per the work programme of the Contractor approved by Engineer. If possession of a part of the site required as per the work programme is not given by the date when it is actually required for carrying out the work, the Employer is deemed to have delayed the start of the relevant activities for that part of the site and this will be a Compensation Event for the purpose of time extension only.

23. ACCESS & INSPECTION

23.1 The Employer, Engineer or any other person authorized by the Engineer or Employer shall at all times have access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

23.2 All the work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his senior/subordinate and the Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer or his senior/subordinate to visit the works shall have been given to the

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Contractor, either himself to be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to a Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

24. INSTRUCTIONS

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

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

25. DISPUTES RESOLUTION MECHANISM

i) If any dispute or differences of any kind what-so-ever arise between the Government, its authorized representatives and the Contractor in connection with or arising out of this contract or the execution of work, these shall be resolved as under.

ii) Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the Engineer of the work and he shall, within a period of sixty (60) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the Contractor shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

iii) If the Engineer has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.

iv) If the Engineer fails to convey his decision within a period of sixty (60) days from the date on which the said request was made by the Contractor, he may refer the dispute for arbitration as hereinafter provided.

v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration as per following :

a. For original contract of the value upto Rs. 5.00 Crore, the disputes shall be referred to the sole arbitration of the Superintending Engineer of the concerned circle of Public Works Department, Buildings and Roads Branch acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government, in which event, the Employer shall appoint any other Superintending Engineer of the department to act as an arbitrator on receipt of a request from either party.

b. For original contract of the value more than Rs. 5.00 Crore and upto Rs. 15.00 Crore, the disputes shall be referred to the sole arbitrations of any other Superintending Engineer of the department to be appointed by the Employer.

c. For original contracts of the value more than Rs. 15.00 Crore, the disputes shall be referred to the Arbitral Tribunal consisting of three (3) members. The composition of tribunal will be as under :

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One official member, Chairman of the Tribunal, who shall be a serving Chief Engineer of Punjab Mandi Board other then the Chief Engineer incharge of the work. The appointment of the chairmanship of the Tribunal shall be done by the Employer;

One official member, not below the rank of Superintending Engineer (serving) of the Punjab Mandi Board to be appointed by the Employer and

One non-official member, who will be a technical expert, not below the rank of Superintending Engineer (serving/retired) of the Punjab Mandi Board selected by the Contractor from a panel of three (3) persons given to him by the Employer.

vi) The Employer shall have the authority to change the arbitrator/any member of arbitral tribunal on an application by either the Contractor or the Engineer requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator/any member of Arbitral Tribunal is filed before the Employer and a notice thereof is given by the applicant to the Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator or simultaneously, appointing a technical officer as Arbitrator/any member of arbitral tribunal under the contract. The new Arbitrator/Arbitral Tribunal so appointed may enter upon the reference afresh or may continue the hearings from the point these were suspended before the previous Arbitrator/Arbitral Tribunal.

vii) The reference to the Arbitrator/Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator/Arbitral Tribunal shall be made within six calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer (whose decision in this respect shall be final and binding) whichever is earlier.

viii) It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based upon facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator/chairman of the Arbitral Tribunal, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.

ix) The provisions of the Arbitration and Reconciliation Act, 1996 or any other statuary law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.

x) The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.

xi) The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.

xii) The venue of arbitration shall be such place or places in Punjab or Chandigarh as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other

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contract.

xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:-

a) of the date of completion of the work as certified by the Engineer or

b) of the date of abandonment of the work or breach of contract under any of its clauses, or

c) of its non-commencement or non resumption of work within 10 days of written notice for commencement or resumption as applicable, or

d) of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the contract, or

e) of receiving an intimation from the Engineer that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.

xv) No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the contract. The pending arbitration proceedings shall not disentitle the Engineer to terminate the contract and to make alternate arrangement for completion of the works.

xvi) Arbitrator/Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of 6 months from the date of initiation.

xvii) The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

B. TIME CONTROL

26. PROGRAMME

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

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

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

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26.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme is to show the effect of variations if any and compensation events.

27. EXTENSION OF THE INTENDED COMPLETION DATE

27.1 If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer (with corresponding time extension in Performance Security) within thirty (30) days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extent in as aforesaid" and the Superintending Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time as may in his opinion be necessary or proper. No application for extension of time received late or addressed to the Sub-Divisional Engineer or any officer other than the Engineer shall be considered valid. If the contractor fails to apply for extension as aforesaid and the work is not completed within the time limit, the contract shall be determined absolutely after action under relevant clauses.

28. DELAYS ORDERED BY THE ENGINEER

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

29. MANAGEMENT MEETINGS

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

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

30. EARLY WARNING

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

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

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C. QUALITY CONTROL

31. QUALITY ASPECTS

31.1 a) For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipment as specified in the Contract Data. The contractor shall be solely responsible for:

i) Carrying out the mandatory tests prescribed in the Specifications, and

ii) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

(b) The Engineer will be free to conduct surprise, random or in situ checks any time during the execution and after the completion of the work but not later than the Defect Liability Period, so as to have cross check in quality of works/projects and compliance to specifications and standards at all stages of the work.

(c) Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution of the Project/Works at all stages.

32. IDENTIFYING DEFECTS

32.1 The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. The notice of the Engineer shall give the description of the defects in sufficient detail, including the obligations as per the Contract. Such checking shall not affect the Contractor's responsibilities. The Engineer may also instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

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

33. CORRECTION OF DEFECTS

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

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

34. UNCORRECTED DEFECTS

34.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected and recover **twice** of this amount from the payments due to the Contractor or retention money.

Note: *Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly and the Contractor shall be bound by the same.*

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D. COST CONTROL

35. BILL OF QUANTITIES

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

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

36. CHANGE IN THE QUANTITIES

36.1 The Engineer shall have power to make any variations, alterations omission, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer. Such alterations/ additions/substitutions shall not invalidate the contract and shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion.

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

a) Justification for rate adjustment as furnished by the Contractor.

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

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

d) The revised rates will be applicable to the quantity that exceeds 25% limit and not on the entire quantity.

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

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

37. VARIATIONS

37.1 All variations shall be included in updated Programmes produced by the Contractor.

38. PAYMENT FOR VARIATIONS

38.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the

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request or within any longer period stated by the Engineer and before the Variation is ordered.

38.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub Clause 36.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

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

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

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

[Alternate Clauses 35 to 38 for Lump Sum Contracts are as follows]

35. SCHEDULE OF PAYMENT

35.1 The Schedule of Payment (S-1) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

35.2 The Contractor shall be paid for the quantity of work completed by him on a pro-rata basis at the time of submission of monthly statement pursuant to Clause 39 as per Schedule of Payment (S-1).

36. VARIATIONS & CHANGE IN THE SCOPE OF WORK

36.1 The Engineer shall have power to make any variations, alterations omission, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer. Such alterations/ additions/substitutions shall not invalidate the contract and shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion.

36.2 If the final scope of work differs from the original by more than 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering

(a) Justification for rate adjustment as furnished by the Contractor,

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

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

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

36.4 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate of the item undergoing variation in the scope of work.

36.5 All variations shall be included in updated Programmes produced by the Contractor.

37. PAYMENTS FOR VARIATION

37.1 Any variation that is, increase or decrease in the scope of this work, shall be regulated as per schedule S-II (variation schedule), Section 9 in so far as the payments/recoveries are concerned. All other conditions of contract shall remain unchanged.

37.2 If rate is not available in schedule S-II, the Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

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

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

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

38. CASH FLOW FORECASTS

38.1 When the Programme is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

39. PAYMENT CERTIFICATES

39.1 The Contractor shall submit to the Engineer monthly statements/bills of the estimated value of the work completed less the cumulative amount certified previously, along with copies of the following documents:-

(i) Measurements and quantities of items of work done since last bill.

(ii) Copies of quality control tests in specified format covering the work done since last bill.

(iii) Copies of instructions recorded in the instruction book containing the instructions and compliance made thereof, covering the work done since last bill.

The Contractor shall submit all bills on the printed forms to be had on application from the office of the Engineer.

39.2 The Engineer shall check the Contractor's monthly statements within 30 days and

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certify the amount to be paid to the Contractor after taking into account any deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law, and the credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in clause 47. The Contractor shall be required to sign the corrections made, if any, in token of acceptance of the same, before release of payment.

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

39.4 The value of work executed shall include the valuation of Variations and Compensation Events. The Contractor shall be deemed to have waived off all claims not included in such bills/statements and will have no right to enforce any claim not so included, whatsoever be the circumstances.

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

40. PAYMENTS

40.1 The Engineer on behalf of Employer shall pay the Contractor the amounts certified by the Engineer.

40.2 Items of the Project/Work, for which no rate or price or percentage of lump sum rate has been entered in, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

40.3 Any excess payment made to the Contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to the Government by the Contractor in respect of this contract or any other contract or work-order or any account whatsoever may be deducted from any sum payable by the Government to the Contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government.

40.4 The Engineer may refuse or suspend payments on account of a work when executed by a firm or by a Contractor described in his bid as a firm, unless receipts are signed by all the partners, or one of the partners or an authorized representative of the Contractor who produces a valid authority in writing enabling him to give effectual receipts on behalf of the firm.

40.5 All the intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed , and shall not preclude the requiring of bad, unsound , imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the occurring of any claim , nor shall it conclude , determine or effect in any way the powers of the Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way , vary or affect the contract.

40.6 The receipt of the Accountant or Clerk for any money paid by the Contractor to the department will not be considered as a receipt of payment to the Engineer and the Contractor shall be responsible for ensuring that he procures a receipt duly signed by the Engineer or his Sub Divisional Engineer.

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41. COMPENSATION EVENTS

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

a) The Engineer does not give access to a part of the Site as stipulated in Clause 22 by the Site Possession Date stated in the **Contract Data**.

b) The Employer modifies the schedule of other Contractors in a way which affects the work of the Contractor under the contract.

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

d) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or other reasons.

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

f) The Engineer unreasonably delays issuing a Certificate of Completion.

g) Other Compensation Events listed in the **Contract Data** or mentioned in the Contract.

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

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

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

42. TAXES

42.1 The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes, levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the Contractor will have to pay for the performance of this Contract. The Engineer on behalf of the Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42.2 The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

43. CURRENCIES

All payments shall be made in Indian Rupees.

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44. PRICE ADJUSTMENT

44.1 Contract price shall be adjusted for increase or decrease in rates and price of Bitumen, Cement & Steel only in accordance with the following principles and procedures and as per formula given in the **Contract Data:**

(a) The price adjustment shall apply for the work done from the start date given in the **Contract Data** upto end of the initial intended completion date or extensions granted by the Engineer. However for the work done during the period for which extension has been granted by the Engineer, the price adjustment shall be made using either the rates/prices prevailing at the time of intended date of completion, or the rates/prices as prevailing for the period under consideration, whichever is less.

(b) The price adjustment shall be determined during each month from the formula given in the **Contract Data**. It will exclude value for works executed under variations for which rates will be worked separately based on the terms mutually agreed.

(No price adjustment is to be paid for the work done in first six months from the date of allotment of work irrespective of the time period specified except for bitumen component in case of road works for which (a) above shall apply)

44.2 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this or other clauses in the contract, the bid price shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

45. RETENTION MONEY (SECURITY DEPOSIT)

45.1 The Engineer on behalf of the Employer shall retain 5% of the amount of each payment due to the Contractor until Completion of the whole of the Project/Work to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work executed. This retention shall be inclusive of the initial bid security deposited by the bidder.

45.2 50% of the total amount retained shall be repaid to the Contractor after three months of completion of the whole of the Project/Work as certified satisfactory by the Engineer with respect to removal of all defects, imperfections, short comings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer would be conclusive.

45.3 The remaining amount of the retained money shall be repaid after one year or when the Defects Liability Period has passed, whichever is later, and after the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

46. LIQUIDATED DAMAGES

46.1 The Contractor shall ensure due diligence to achieve progress of work not less than that indicated in the following milestones:-

i)	On Lapse of	25% contractual time	:	10%
ii)	On Lapse of	50% contractual time	:	30%
iii)	On Lapse of	75% contractual time	:	65%
iv)	On Lapse of	100% (full) contractual time	:	100%

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In case of default, the Contractor shall, notwithstanding issuance of a prior notice in this regard, pay prospectively as liquidated damages an amount upto 1% of the amount of contract or such lesser amount that the Engineer may levy on behalf of the Employer, for every week of the period for which the work remains un-commenced after 10 days of the issue of acceptance letter; or the minimum progress of work stated above is not achieved; or the work remains unfinished after the completion date.

46.2 In case of continued default or shortfall in progress, the Engineer may go on enhancing the levy of liquidated damages, each time limited to 1% of the amount of contract per week of further default subject to maximum limit of five (5) percent of the Contract value.

46.3 The Superintending Engineer on representation from Contractor and after hearing both the Engineer and Contractor may reduce the amount of liquidated damages after passing speaking orders and his decision in writing shall be final and binding.

46.4 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

46.5 If the Contractor fails to comply with the time for completion as stipulated in the tender, then the Contractor shall pay to the Employer (through the Engineer), the relevant sum stated in the **Contract Data** as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the **Contract Data**.

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

47. ADVANCE PAYMENT

47.1 The Engineer on behalf of the Employer shall make advance payment to the Contractor of the amounts upto 5% of the contract amount (excluding maintenance cost if any) against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Engineer on behalf of the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall be charged at the rate of 9% per annum on the advance payment.

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

47.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, Price Adjustments, Compensation Events, or Liquidated Damages.

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48. SECURED ADVANCE

48.1 The Contractor, on signing an indenture in the form to be specified by the Engineer, shall be entitled to be paid, during the execution of work, upto 75% of the estimated value of any materials, which, in the opinion of the Engineer, are non-perishable and which have been procured and adequately stored against damage, but which have not been incorporated in the works at the time of making advance.

This secured advance shall be subject to the following :

a) The materials are in accordance with the specification for works;

b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The Contractor shall store the bulk material in measurable stacks;

c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;

d) The Contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;

e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and

f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

49. SECURITIES

The Performance Security (including additional security for unbalanced bids) shall be provided to the Engineer on behalf of 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 Engineer on behalf of the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days pursuant to the date of expiry of the Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the issue of the certificate of completion.

50. COST OF REPAIRS

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

E. FINISHING THE CONTRACT

51. COMPLETION

5 1 The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer, within 30 days of the receipt of such request, shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a

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certificate of completion. Otherwise, the Engineer may issue a provisional certificate of completion indicating the defects (a) to be rectified by the Contractor and/or (b) for which payment shall be made at reduced rates. However no certificate, provisional or otherwise, shall be issued nor shall the work be considered to be complete until the Contractor has cleared all scaffolding, surplus materials, garbage and all huts and sanitary arrangements set up for the labour at the site and cleaned off the dirt from work.

52. TAKING OVER

52.1 The Engineer on behalf of the Employer shall take over the Site and the Works within seven days of having issued a Certificate of Completion to the Contractor.

53. FINAL ACCOUNT

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

54. MANUALS & REGISTERS

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

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

54.3 The Contractor shall also furnish, if so desired by the Engineer, the following documents duly signed by him or his authorized representatives:

i) Variation statement showing the altered items, if any against those provided in the original drawings.

ii) Original site instruction book.

iii) Original registers for various quality control tests as specified.

iv) Register of consumption of Cement, Steel and Bitumen.

55. TERMINATION

55.1 The Engineer on behalf of the Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. For this purpose, 14 days notice in writing shall be served by either party on the other party clearly mentioning the particular grounds of Breach of Contract with a copy to the Employer.

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

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

(b) the Employer or the Contractor is declared 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 delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the **Contract Data**; and

(f) If the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(g) If the Contractor, having been given a notice in writing by the Engineer, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un workman – like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.

(h) If the Contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.

(i) If the Contractor commits any acts of defaults with respect to conditions of contract.

55.3 Notwithstanding the above, the Engineer on behalf of the Employer may terminate the Contract for convenience.

55.4 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.

55.5 After the termination of the contract under this clause, the Employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the Employer in this regard.

56. PAYMENT UPON TERMINATION

56.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less 5% of the contract value towards compensation for the breach of contract. The total amount of liquidated damages and compensation for breach of contract shall, however, be limited to 7.5% of the contract value or the

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amount available with the Engineer (in the shape of retention money, performance security and due amount of work done if any), whichever is less. The requisite amount for which the Contractor may become liable shall be realized by encashing the performance security furnished by the Contractor and/ or from other amounts due to the Contractor in respect of this work.

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

56.3 **No Compensation for Alteration in or Restriction in Works**

If at any time after the commencement of the work the Government, for any reason whatsoever, does not require the whole Project/Work or part thereof to be carried out, the Engineer shall give notice in writing of the fact to the Contractor , who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of work not having been carried out, neither shall he have any claim tor compensation by reasons of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

57. PROPERTY

57.1 All materials on the Site, Plant, Equipment, Temporary works and Works are deemed to be the property of the Employer, if the contract is terminated as per Clause. 55.2 above because of a Contractor's default.

58. RELEASE FOR PERFORMANCE

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

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In pursuant to Clause 42.1 at page 69 it may now be read as following: -

The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes/GST, cultural cess, levies etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the Contractor will have to pay for the performance of this Contract. The Engineer on behalf of the Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law

Note:- Due to implementation of GST, VAT be read as GST wherever mentioned in Standard Bidding Document (SBD) irrespective of percentage as applicable.

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SECTION 3

(ii) CONDITIONS OF PARTICULAR APPLICATION [COPA]

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CONDITIONS OF PARTICULAR APPLICATION

Conditions/Clauses of the contract which are required in case of particular or specific work shall form part of this section. Such conditions may include additional qualification conditions for the bidders. For example, for construction of a bridge work in running canal conditions, an additional qualifying condition can be that the bidder should have experience of having done construction in such demanding conditions. Fresh administrative or financial instructions can also be included in this section.

Clauses included in the General Conditions and Clauses of the Contract may need to be modified or deleted to suit the particular situation. Those modifications and deletions in reference to the clauses should also be inserted in this part.

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SECTION 4

CONTRACT DATA

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CODE NO. EE/E-SASN - 811

Contract Data

Name of the Project/Work : Providing for Highmast system with LED Lighting system in GTM jagroan, M.C jagroan, Distt Ludhiana.

Contract Identification No. :

The Contract Data hereunder pertains to some specific, but in no way exhaustive, information on the Project/Work. The bidders are required to study and account for this data in conjunction to various other Sections of the Document. GCC stands for 'General Conditions of Contract'.

Conditions	Ref. GCC Clause	Data
Employer's name and address.	1.1	Name: Chief Engineer, Punjab Mandi Board, SAS Nagar *for and on behalf of* Governor of Punjab. Address: Punjab Mandi Board, Punjab Mandi Bhawan , Sector 65-A SAS Nagar
Authorised representative of the Employer	1.1	Chief Engineer, Punjab Mandi Board, SAS Nagar
Engineer's name and address.	1.1	Executive Engineer, Electrical Division, Punjab Mandi Board, SAS Nagar.
Defect Liability Period.	1.1 & 33	It is One year from the date of completion.
Start Date.	1.1	The start date shall be from the date of issue of the allotment letter by the Engineer.

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Section 4 – **Contract Data**

Intended Date of Completion.	1.1 & 14	The intended completion date for the whole works is - months after start of the work.
Additional document that also form part of contract.	2.3 (i)	Copy of Enlistment, Similar Works.
The law which applies to the Contract.	3.1	The Law of the Union of India and the language shall be English
Amounts of Insurance & Deductions by Engineer	15.1	

S. No.	Item	Minimum Cover for Insurance	Maximum deductible for insurance
1	Works, Plants & Materials	Equal to contract amount	0.4% of contract amount
2	Loss or Damage to Equipment	10% of contract amount	0.4% of contract amount
3	Other Properties	5% of contract amount	0.4% of contract amount
4	Personal injury or death insurance		
	a. For other People	15 Lacs	.....
	b.For Contractor's employees	In accordance with statutory requirement applicable to India	

The Site possession dates are:	22	i. For 90 Days from Date of Award Contract ii. For ..... iii. For .....
The Period for Submission of the Programme for approval of Engineer	26	21 days from the issue of Letter of Acceptance.
The Additional Compensation Events are:	41.1 g)	(i) Substantially adverse ground conditions en intered during the course of execution of work not pr ded in the bidding Document. (ii) Removal of underground utilities detected su quently. (iii) Significant change in classification of soil requiring additional mobilization by the Contractor, e.g ordinary soil to rock excavation, (iv) Removal of unsuitable material like marsh, dumps, etc. not caused by the Contractor. (v) Artesian conditions. (vi) Seepage, erosion, landslide. (vii) Presence of historical, archeological or gious structures, Monuments interfering with the s. (viii) Restriction of access to ground imposed by l, judicial, or military authority.
The currency of the Contract.	43	Indian Rupees

The formula (e) for adjustment of prices are;	44	~~i) ADJUSTMENT FOR BITUMEN COMPONENT~~ ~~Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula;~~ ~~Vb = Pb x (Bi-B0)~~ ~~Vb = Increase or decrease in the cost of bitumen work during the month under consideration due to Changes in rates for bitumen.~~ ~~B0 = The official retail price of bitumen at the Indian Oil Corporation (IOC) Depot at nearest center (Panipat) considered by the Department while approving the invitation of the Bids. This price for the work under consideration is Rs. /-[Bitumen price as on].~~ ~~Bi = The official retail price of bitumen of IOC Depot at nearest center (Panipat) for the month under consideration.~~ ~~Pb = quantity of bitumen actually consumed in the work done in the period under consideration.~~ ~~If the prices of bitumen change during the period under consideration for working out escalation, the period shall be split up to calculate appropriate adjustment.~~ ~~Contractor's profit shall not be considered on Price Adjustment.~~ **ii) ADJUSTMENT FOR CEMENT COMPONENT** Price adjustment for increase or decrease in the cost of cement procured by the Contractor shall be paid in accordance with the following formula: Vc = Nc x Rc (Ci-C0)/C0 Vc = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement. Co = The initial price of cement per 50 kg bag based on the All India Wholesale Price Index for cement, as published by the Ministry of Industrial Development, Government of India, New Delhi, As on the date on which the rate of cement Rc was enforced by the Department. Ci = The current price of cement per 50 kg bag based on the All India average Wholesale Price Index for cement published by the Ministry of Industrial Development, Government of India, New Delhi (current = month under consideration).

Deleted from page No 85 and Amended as on page no 88

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		Rc = Rate of Cement per 50 Kg bag considered by the Department while inviting the bids, i.e. Rs.N.A. per bag as on N.A. (date of fixing of this rate as a CSR rate). Nc = Number of 50 Kg cement bags actually consumed in work during the period under consideration. Contractor's profit shall not be considered on Price Adjustment **iii) ADJUSTMENT FOR STEEL COMPONENT** Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula: Vs = Qs x Rs (Si-S0)/ S0 Vs = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement. So = The initial price of steel per metric tonne based on the All India whole sale price index for steel, as published by the Ministry of Industrial Development, Government of India, New Delhi, As on the date on which the rate of steel Rs. _ was enforced by the Department Si = The current price of steel per metric tonne based on the All India average whole sale price index for steel, as published by the Ministry of Industrial Development, Government of India, New Delhi (Current = Month under consideration). Rs = Rate of Steel per metric tonne considered by the Department while inviting the bids, i.e. Rs. ..... per metric tonne as on ..... (date of fixing of this rate as a CSR rate). Qs = Quantity of Steel in metric tonne actually consumed in work during the period under consideration. Contractor's profit snall not be considered on Price Adjustment.
The schedule of submission of operating and Maintenance manual:	54.1	15 days after completion of work.

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The amount to be withheld for failing to supply "as built" drawings, if any, by the date required:	54.2	Rs. 10,000 (Rupees Ten Thousand only) or 1% of the contract amount, whichever is higher.
The Events which shall also mean fundamental breach of contract:	55.2	The Contractor has contravened Clause 9 of GCC

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Amended clause 44(i) as mentioned at page no 85

The formula (c) for adjustment of prices are;

44 **i) ADJUSTMENT FOR BITUMEN COMPONENT**

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula;

Vb = Pb x (Bi-B0)

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

B_0 = The official retail price of bitumen at HPCL refinery at Bathinda/ the Indian Oil Corporation (IOC) Depot at nearest center (Panipat) which ever is less , further reduced by RS 1000/- PMT considered by the Department while approving the invitation of the Bids. This price for the work under consideration is Rs 25510/- Bitumen price as on 1-3-18].

Bi = The official retail price of bitumen of HPCL refinery at Bathinda/ IOC Depot at nearest center (Panipat) which ever is less, further reduced by RS 1000/- PMT for the month under consideration.

Pb = quantity of bitumen actually consumed in the work done in the period under consideration.

If the prices of bitumen change during the period under consideration for working out escalation, the period shall be split up to calculate appropriate adjustment.

Contractor's profit shall not be considered on Price Adjustment.

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SECTION 5

TECHNICAL CONDITIONS, SPECIFICATIONS & REQUIREMENTS

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This section shall include detailed Technical Conditions, Specifications & Requirements specific to the Project/Work.

Every organization using this bidding document shall define these conditions at its own level.

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SECTION 6

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

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MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1. APPLICATION

These rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first -aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments :-

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
   1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
   1 snakebite lancet.
   1 (30 gms.) bottle of potassium permanganate crystals.
   1 pair scissors.
   1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
   1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
   Ointment for burns.
   A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50, each first-aid box shall contain the following equipments.

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. (15 gms.) packets sterilized cotton wool.
5. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
6. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 roll of adhesive plaster.
8. 1 snake bite lancet.
9. 1 (30 gms.) bottle of potassium permanganate crystals.
10. 1 pair scissors.
11. 1 copy of the first-aid leaflet issued by the Director General Factory Advice

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Service and Labour Institutes /Government of India.

12. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
13. Ointment for burns.
14. A bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.

iv) Nothing except the prescribed contents shall be kept in the First-aid box.

v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.

vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.

vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. **DRINKING WATER**

i) In every work place, there shall be provided and maintained at suitable places, easily accessible

ii) Where drinking water is obtained from an Intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn form it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

iv) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. **WASHING FACILITIES**

i) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.

ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. **LATRINES AND URINALS**

i) Latrines shall be provided in every work place on the following scale namely :-

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a) Where female are employed there shall be at least one latrine for every 25 females.

b) Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

iii) Construction of latrines : The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

iv) a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.

b) The notice shall also bear the figure of a man or of a woman, as the case may be.

v) There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

vi) a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.

b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

viii) Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

(ix) The Contractor shall at his own expense, carry out all instructions issued to him by the Employer to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Employer may permit subject to his satisfaction, a portion of the building under

construction or other alternative accommodation to be used for the purpose.

8. **CRECHES**

i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom.

ii) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.

iii) The Contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.

iv) The Contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.

v) The use of the rooms earmarked as creches shall be restricted to children, their attendants and mothers of the children.

9. **CANTEENS**

i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the Contractor for the use of such contract labour.

ii) The canteen shall be maintained by the Contractor in an efficient manner.

iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.

iv) The canteen shall be sufficiently lighted at all times when any person has access to it.

v) The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colour washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.

vi) The premises of the canteen shall be maintained in a clean and sanitary condition.

vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.

viii) Suitable arrangements shall be made for the collection and disposal of garbage.

ix) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sft) per diner to be accommodated as prescribed in sub-Rule 9.

xi) a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

b) Washing places for women shall be separate and screened to secure privacy.

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xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

xiii) a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipments necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.

xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

xv) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

a) The rent of land and building.
b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
d) The water charges and other charges incurred for lighting and ventilation.
e) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.

xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Employer including the filling up of any borrow pits which may have been dug by him. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall from an integral part of the contracts.

11. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

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SECTION 7

CONTRACTORS' LABOUR REGULATIONS

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PUNJAB (I) PUBLIC WORKS DEPARTMENT "CONTRACTORS LABOUR REGULATIONS

1. SHORT TITLE

These regulations may be called Punjab (I) Public Works Department Contractor's Labour regulations.

2. DEFINITION IN THE REGULATIONS

Unless otherwise expressed or indicated the following word and expressions shall have the meaning here by assigned to the respectively that is to say.

(i) "LABOUR" mean workers employed by Punjab (I) Public Work Department Contractor directly or indirectly through a Sub-Contractor or other person or by an agent on his behalf.

(ii) "FAIR WAGES" means wages whether for time or piece work notified as the time of inviting tenders for the work and where such wages have not been to notified, the wages prescribed by the Punjab (I) Works Department for in which the work is done.

(iii) Contractor shall include every person whether a sub-Contractor or headman or agent employing labour on the works taken on contract.

(iv) "WAGES" shall have the same meaning as defined in the payment of Wages Act, 1936 and include times and rates wages.

3. DISPLAY OF NOTICES, REGARDING WAGES, ETC.

The Contractor shall before the commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conscious place on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the fair wages notified or prescribed by the Punjab (I) Public Work Department and the hours of work for which such wages are earned.

4. PAYMENT OF WAGES

1. Wages due to every worker shall be paid to him directly.
2. All wages shall be paid in current or currency or both.

5. FIXATION OF WAGES PERIOD

1. The Contractor shall fix wages periods in respect of which the wages shall be payable.
2. No wage period shall exceed one month.
3. Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
4. When the employment of any worker is terminated by on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the day succeeding one on which his employment is terminated.
5. all payments of wages shall be made on working day.

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6. WAGES BOOK AND WAGE SLIPS etc.

1. a). The Contractor shall maintain wages book of each worker in such form as may be convenient but the same shall include the following particulars.

b). Rate of daily or monthly wages.

c). Nature of work on which employed.

d). Total number of days worked during each wages period.

e). Total amount payable for the work during each wage period.

f). All deduction made from the wages with an indication in each cases of the ground for which the deduction is made.

2. The Contractor shall also maintain a wage slip for each worker employed on the work.

3. The authority competent to accept the contract may grant and exemption from the maintenance of wage book and wage slips to a Contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.

7. FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGES

The wages of a worker shall be paid to him without any deduction of any kind except following:

a) Fines

(b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment, he is required the work the amount of deduction shall be in proportion to the period which he was absent.

(c) Deductions for damages to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.

(d) (i) Any other deductions which the P.W.D. may from time to time allow.

(ii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

8. REPORT OF LABOUR WELFARE OFFICER:

The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the results of his investigations or enquiry to the Executive-Engineer concerned, indicating the extent, if any, to which the default has been committed and the amount of fine recoverable in respect of the act of omission and commission of the labourer with a note that necessary deduction from the Contractor will made and the wages and other dues be paid to the labourers concerned.

9. APPEALS AGAINST THE DECISION OF LABOUR WELFARE OFFICER;

Any person aggrieved by the decision and recommendation of Labour Welfare Officer person so authorised may appeal against such decision to the Labour Commissioner, but subject to such

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appeal, the decision of the Officer shall be final and binding upon the Contractor.
12 a No party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceeding under these regulations.

10. INSPECTION OF REGISTER

The Contractor shall allow inspection of Wage and Wage slips to any of his worker or to his agent at a convenient time and place after due notice is received by the Punjab (1) Government on his behalf.

11. SUBMISSION OF RETURNS

The Contractor shall submit periodical returns as may be specified from time to time.

12. AMENDMENTS

The Punjab (1) Government may from time to time add or amend these regulations. The decision of the labour Commissioner Punjab (1) Government in the behalf shall be final.

(a) The Contractor shall pay not less than fair wage to laborers engaged by him on the work, Fair wage means wage whether for time to piece work notified, at the time of inviting tender for the work and where such wages have not been so notified, the wages prescribed by the public Works. Department Building and Roads Branch Punjab (1) for the district in which the work is done.

(b) The Contractor shall not withstanding the provision of any agreement to the contract caused to be paid fro wage to labourers indirectly engaged on the work, including any labour engaged by his sub-Contractors in connection with the said word as if the labourers had been directly employed by him.

(c) In respect of all labour directly or indirectly employed on the work for the performance of the Contractor's part of this agreement the Contractor shall comply with or carse to be complied with the Punjab (1) Public Works Deptt. Contractor's Labour Regulations made by Govt. from time to time in regard to payment of Wages, Wage period, Deduction from wages, recovery of wages not paid and deductions unauthorizely made in tendancy of wage book, wage slips, publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of alike nature.

(d) The Executive Engineer or Sub Division Engineer concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract from benefit of the workers, non payment of wages deductions made from his or their ages, which are not justified by the terms of the contract of the regulations referred to in clause (c) above.

(e) Vis-à-vis the Punjab (1) Government the Contractor shall be primarily liable of all payment to be made under and for the observation of the regulations aforesaid without prejudice to his right to claim indemnity from his sub Contractors.

(f) The regulation aforesaid shall be deemed to be part to his Contractor and any breach thereof shall be deemed to be breach of his contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 :-** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this act. All such establishments are required to pay cess at the rate no exceeding 25 of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

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SECTION 8

FORM OF BID

[The Specimen Form is given hereunder. It shall be devised judiciously keeping in view the nature of work and type of Contract]

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FORM OF BID

Description of Work:

.....

.....

BID

To : .....
.....
.....

Address : .....
.....
.....

1. I/We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/us in the Section-9 i.e. Bill of Quantities.

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

3. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of

_____ 201

Signature _____ n the capacity of

_____

duly authorized to sign bids for and on behalf of _____
(in block capitals or typed)

Address _____

Witness _____

Address _____

Occupation _____

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SECTION 9

Bill of Quantities

[This Section shall be tailored judiciously to suit the type of Contract i.e. Item Rate/ Percentage Rate/Lump Sum Contract etc. Only a specimen/sample form is given hereunder]

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BILL OF QUANTITIES

PREAMBLE

1. The bill of quantities shall be read in conjunction, with the instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable and other wise at such rates and prices as the Engineer may fix within the terms of the Contract.

3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks liabilities and obligations set out or implied in the Contract.

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

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

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

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

8. The method of measurement of completed work for payment shall be in accordance with MORT&H specification for Road and Bridge works, 2001 (4th revision) and Punjab PWD specifications for buildings works.

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BILL OF QUANTITIES

Sr. No.	Description of item.	Quantity	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	

Notes:

1. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. (Refer ITB Clause 13.2 and GCC Clause 40.2).

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SCHEDULE OF PAYMENT (S-I)

PREAMBLE

1. The Schedule of Payment shall be read in conjunction, with the instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.

2. The method of measurement of completed work for payment shall be in accordance with MORT&H specification for Road and Bridge works, 2001 (4th revision) & Punjab P.W.D Specifications for buildings works.

3. In case a particular item mentioned in this schedule is not fully completed, payments on prorata basis shall be allowed.

4. The percentage as provided in this schedule for payment to the Contractor can be further split up into smaller components, as approved by the Engineer.

SCHEDULE FOR VARIATION IN SCOPE OF WORK (S-II)

For any variation in scope of work i.e. for extra items or reduction in the scope of work is payable or deductible as under :-

1. In case an item is substituted with any other item during the execution of work and rates for both items exist in the CSR, the amount payable to the contractor for extra or recoverable from the contractor for less work done as the case may be, shall be determined on the basis of the difference between the rates for the two items.

2. For items not covered in the CSR, the payment of such items shall be made on the basis of analytical rates approved by the competent authority.
   For determining the actual site expenses, all vouchers for the job shall be maintained. The departmental officers will be entitled to check the same.

3. The percentage of saving, occurring on account of the allotted Lumpsum rates being less than that of the tendered day analytical rates for the work put to bid, shall be applicable to the amount/rate of variation in the scope of work, (calculated as per para (1) and (2) above) during actual execution. This percentage shall be displayed on the financial statement prepared and authenticated by the Engineer during the process of allotment of work.

(CSR means Common Schedule of Rates 2010 issued by PWD (B&R) Punjab with latest amendments/additions/corrigendum).

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SECTION 10

SECURITIES AND OTHER FORMS

[The Forms given here are of Specimens. These shall be devised judiciously keeping in view the nature of work and type of Contract]

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BID SECURITY (BANK GUARANTEE)

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

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

SEALED with the Common Seal of the said Bank this day of 20 __ _____

THE CONDITIONS of this obligation are:

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

OR

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

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

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

(c) does not accept the correction of the Bid Price pursuant to Clause 26.

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 not that the amount claimed by him is due to him owning to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

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

Date _____ Signature

_____

Witness _____ Seal

_____

(Signature, name and address).

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

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

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PERFORMANCE BANK GUARANTEE

To,

-(Name of the Employer)
(address of the employer)

WHEREAS ____ (name and address of Contractor) (hereinafter called "The Contractor) has undertaken an 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 the obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ (amount of guarantee) ____ (in words) such sum being payable in the types and proportions of currencies in which the Contract Price is payable. And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed 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 of modification.

That guarantee shall be valid until 28 days from the date of expiry of the Defect Liability period.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Dated _____

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INDENTURE FOR SECURED ADVANCES

FORM 31

(For use in cases in which the contract is for finished work and the Contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the ___day of ___ , 20___ BETWEEN _____ (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and Employer of the other part.

Whereas by an agreement dated ____ (hereinafter called the said agreement) the Contractor has agreed.

AND WHEREAS the Contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to executive at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said work.

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

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

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

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

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

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and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.

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

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

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.

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

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

b. Remove and sell by public auction the seized materials or any part thereo f and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

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(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

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LETTER OF ACCEPTANCE

_____(Date)

To,

_____ (name and address of the Contractor)

Dear Sirs,

This is to notify that your bid dated ..... for execution of the ..... Name of the contract and identification number as given in the instructions to the bidders) for the contract price of Rupees ..... (.....) (amount in words and figures) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

You are hereby requested to furnish performance security, in the form detailed in Para 30.1 of ITB for an amount equivalent to Rs. .....within 21 days of this letter of acceptance valid upto 28 days from the date of expiry of the defect liability period i.e. upto and sign the contract failing which action as stated in Para 30.3 of ITB will be taken.

Yours Faithfully,

Authorized Signature
Name & title of Signatory
Name of agency

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

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AGREEMENT FORM

AGREEMENT

This agreement made the _____day of ____between _____(name and address of Employer) (hereinafter called "the Employer") and (Name and address of Contractor) hereinafter called "the Contractor" or the other part.

Whereas, the Employer is desirous that the Contractor execute _____(hereinafter called "the works") and the Employer has accepted the bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs .....

NOW THIS AGREEMENT WITHES SETH as follows:

1. In this agreement, works 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 constructed as part of this agreement.

3. In consideration of the payments to be made by the employer to the contactor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.

4. The employer hereby covenants to pay the Contractor in consideration of the execution an completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisos of the contract at the times and in the manner prescribed by the contract.

4. The following documents shall be deemed to form and be ready and construed as part of this agreement Viz.

a) Letter of acceptance

b) Notice to proceed with the works.

c) Condition of contract: General and Conditions of Particular Applications

d) Contract Data

e) Additional Conditions

f) Drawings

g) Bill of quantities

h) Contractor's bid and

i) Any other documents listed in the contact data as forming part of the contract:

In witnessed whereof the parties there to have caused this agreement to be executed the day and year first before written.

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

Signed, sealed and delivered by the said _____

in the presence of :

Binding signature of the authorized representative Employer _____

Binding Signature of Contractor _____

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UNDERTAKING

I, the undersigned do hereby undertake that our firm M/S .....

agree to abide by

this bid for a period..... days for the date fixed for receiving the same and it shall be

binding on us and may be accepted at any time before the expiration of that period.

(Signed by the Authorized Person of the Firm)

(Title of the Person)

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SECTION 11

DRAWINGS, SITE INVESTIGATION DATA & OTHER TECHNICAL PLANS

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SECTION 12

DOCUMENTS TO BE FURNISHED BY BIDDER

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