

GOVERNMENT OF PUNJAB

**PUBLIC WORKS DEPARTMENT
IRRIGATION BRANCH**

**STANDARD BIDDING DOCUMENT
for
PROCUREMENT OF CIVIL WORKS**

GOVERNMENT OF PUNJAB
PWD IRRIGATION BRANCH

BIDDING DOCUMENT

Name of Work :
:
:

Time Limit for Completion :

Bid Security

A. For Lump Sum Contracts :

- (i) With Technical Bid : -
- (ii) With Financial Bid : 2% of Bid Value

B. For Item Rate/Percentage Contracts :

- (i) With Technical Bid : As specified in the Tender Notice
- (ii) With Financial Bid : -

Cost of Bid Document :

This copy of Bidding Documents is issued to
M/s

Signature of Authorized Officer

Important Dates of the Bidding Process

Date of issue of Notice Inviting Bid : Date.....Month.....Year.....

Period of Sale of Bidding Document : From.....
To.....

Time & Date of Pre-Bid Conference : Date.....Time.....Hours

Last Date & Time for Receipt of Bids : Date.....Time.....Hours

Time & Date of Opening Technical Bids : Date.....Time.....Hours

Time & Date of Opening Financial Bids : To be announced.

Place of Opening of Bids : Office of _____,
.....
.....

Officer inviting Bids : Executive Engineer,
_____ Division,
Punjab PWD (IRRIGATION) Br.,
.....

INDEX

Section	Name of Section	Page No.
0	Invitation for bids (IFB)	5
1	Instructions to bidders (ITB)	8
2	Qualification information	34
3	Conditions of contract i) General conditions of contract ii) Conditions of particular application	49 81
4	Contract data	83
5	Technical conditions , specifications and requirements	90
6	Modal rules for the protection of health and sanitary arrangements for workers	92
7	Contractor's labour regulations	99
8	Form of bid	105
9	Bill of quantities	107
10	Securities and other forms	111
11	Drawings , site investigation data and other technical plans	123
12	Documents to be furnished by bidder	124

SECTION 0

**INVITATION FOR BIDS
(IFB)**

GOVERNMENT OF PUNJAB
PWD IRRIGATION BRANCH
INVITATION FOR BIDS (IFB)

Bid No.: Date:

1. On behalf of the Governor of Punjab, Executive Engineer _____, invites bids from eligible bidders for the Projects detailed in the following table. **The bids shall be on the item-rate basis/percentage rate basis/Engineering, Procurement and Construction [EPC] format of Lump Sum Contracts.** The bidders may submit bids for any or all of the following Projects:

Sr No .	Name of Project	Bid Security (Rs.)	Cost of document (Rs.)	Period of completion.	Approximate Value of the Project (Rs.)
1	2	3	4	5	6
		i) For item-rate basis/percentage rate basis-Bid security to be actually specified in the Tender Notice. ii) For Lump Sum contracts-2% of bid value			

[col. 6 to be deleted for Lump sum projects]

2. Bidding documents (and additional copies) may be purchased from the offices offrom.....to..... for a non-refundable fee as indicated in the above table, in the form of cash or Demand Draft on any Scheduled bank payable at..... in favour of the Executive Engineer..... . Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs.500/-. The offices issuing the bid documents shall not be responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same. The Bidding Documents can also be down loaded from our web site and in that case, the cost of the bidding documents should be reimbursed in the form of an additional Demand Draft at the time of submission of the Bids. 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 penalized and blacklisted.

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

3. Bids must be accompanied by bid security of the amount specified for the Project in the table above and the cost of the bid document (if downloaded from website), payable at..... and drawn in favour of the Executive Engineer..... Bid security will have to be in the form of Deposit at

Call or as specified in the bidding document, and shall have to be valid for 45 days beyond the validity of the bid.

4. Bids must be delivered to the Executive Engineer.....on or before.....hours on.....(date). Technical bids will be opened on the same day at.....hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

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

Signature of Authorized Officer

SECTION I
INSTRUCTIONS TO BIDDERS
(ITB)

SECTION 1: INSTRUCTIONS TO BIDDERS

Table of Clauses

Clause No.		Page No.	Clause No.		Page No.
A. General			D. Submission of Bids		
1.	Scope of Bid	10	19.	Sealing & marking of Bids	21
2.	Source of funds	10	20.	Deadline for submission of Bids	21
3.	Eligible Bidders	10	21.	Late Bids	22
4.	Qualifications of Bidder	10			
5.	One Bid per bidder	14	E. Bid Opening and Evaluation		
6.	Cost & Sufficiency of Bidding	14	22.	Bid Opening	22
7.	Site Visit	14	23.	Process to be confidential	23
B. Bidding Documents			24.	Clarification of Financial Bids	23
8.	Content of Bidding Documents	15	25.	Examination of Bids and Determination of Responsiveness	23
9.	Clarification of Bidding Documents	15	26.	Correction of Errors	24
10.	Amendment of Bidding Documents	16	27.	Evaluation and comparison of Financial Bids	24
C. Preparation of Bids					
11.	Language of Bid	16			
12.	Documents comprising the bid	17	F. Award of Contract		
13.	Bid Prices	18	28.	Award Criteria	25
14.	Currencies of Bid and payment	19	29.	Employer's Right to Accept any Bid and to Reject any or all bids	25
15.	Bid Validity	19	30.	Notification of Award and signing of Agreement	25
16.	Bid Security	19	31.	Performance security	26
17.	Alternative proposals by bidders	20	32.	Corrupt or fraudulent practices	26
18.	Format and signing of Bid	20			

A. GENERAL

1. SCOPE OF BID

The Employer (named in Appendix to ITB) invites bids for the Projects and (as defined in these documents and referred to as “the projects”) detailed in the table given in IFB. The bidders may submit bids for any or all of the projects detailed in the table given in IFB.

The successful bidder will be expected to complete the projects by the intended completion date specified in the Contract Data.

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, Irrigation Branch is mandated to undertake such works under the Rules of Business, Government of Punjab.
- 2.2 The expenditure on this project will be met from the funds to be released to the Department by the Government of Punjab, Department of Finance under the _____ scheme.
- 2.3 The Department of Public Works, Irrigation Branch shall not be responsible for non-release or delayed release of funds by the Department of Finance. No interest shall be paid for delayed payment.

3. ELIGIBLE BIDDERS

- 3.1 This *Invitation For Bids* is open to established and reputed contracting agencies who fulfill the requirements laid down in Clause 4.3 of ITB.
- 3.2 All bidders shall provide in Section 2- Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly, or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 The bidder could be an individual, Limited Company/ corporation, Proprietary firm, Partnership etc. However Consortium or Joint Venture Companies are not allowed to bid for the Project(s) listed in the Table given in IFB.

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.

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

A. For Works upto Rs. 5.00 Crores -

(a) Copy of the enlistment relevant to the Class and Category of work;

B. For Works above Rs. 5.00 Crores -

(a) 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;

(b) 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;

(c) List of equipment and machinery available with documentary proof of ownership and machinery proposed for deployment for execution of work;

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

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

(f) 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)

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

(h) Authority to seek references from the Bidder's bankers;

C. 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 of not having been debarred/black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage;

(c) Affidavit 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 total value of his financial bid;

(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 PWD IRRIGATION Branch** under the appropriate class and category; or

B. For Works above Rs. 5.00 Crores-

- a) achieved a minimum annual financial turnover (in all classes of civil engineering construction works only) equal to 2.5 times the estimated cost of work in any one of the last three years [For Lump sum works where estimated cost is not to be disclosed, this amount should be given in figures];
- b) satisfactorily completed in the last five years and as a prime contractor (or as a nominated subcontractor, where the subcontract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied) one similar work of value not less than 80% of the estimated cost or two similar works of value not less than 50% of the estimated cost of work or three similar works 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 considering the escalation factors given in Appendix to ITB;
- c) availability (either owned or leased) of the key and critical equipment for this Project 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.];

- d) availability of personnel with adequate experience as required for this work as per Annexure-II;
- e) liquid assets and/or availability of credit facilities of amount not less than that indicated in Appendix to ITB
(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.);
- f) 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.
- g) given to the Employer or his representatives the authority to seek references from the bidder's bankers;

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

- (a) an undertaking that his available bid capacity, calculated as per clause 4.4 below, is more than the total value of his financial bid.

- (b) the proof of PAN issued by Income Tax department;
- (c) the affidavit of not having been debarred/black-listed by any Government /Semi Government Organization/Corporation at any stage;
- (d) the affidavit 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/affidavits/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:

$$\text{Assessed Available Bid Capacity} = (A * N * 2 - B)$$

Where

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

N = Number of years prescribed for completion of the projects for which these bids are being invited.

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

Note: i) *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 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
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. ONE BID PER BIDDER

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

6. COST & 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 and maintenance 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(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.. Nothing extra charges consequent on any misunderstanding or otherwise, shall be allowed.

The bidder may reassure himself at his own cost about the strata/soil properties at the site. The Employer shall not be responsible for any variation in soil strata from that given in this document.

B. BIDDING DOCUMENTS

8. CONTENTS OF BIDDING DOCUMENTS

- 8.1 The set of the bidding documents comprises the documents listed below and addenda 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 One copy of each of the Sections 0 to 11 will be issued to the bidder. Documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Section 12 in two parts (refer Clause 12)
- 8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the Bidder's own risk. Pursuant to clause 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 telex and facsimile) at the Engineer's Address indicated in the invitation to bid. The Engineer will respond to any request for clarification which he

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

9.2 Pre-Bid Meeting (Only for works costing more than 1.00 Crore)

- 9.2.1 The Bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in Appendix in ITB.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the 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 part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum/corrigendum in writing or by cable to the Employer. The Employer will assume no responsibility for postal delays.
- 10.3 To give prospective bidders reasonable time in which to take an addendum/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 the English Language.

12. DOCUMENTS COMPRISING THE TECHNICAL AND FINANCIAL BID

For works upto Rs. 1.00 Crore:

The bid to be submitted by the bidder shall comprise of the following documents :

- (i) Bidding document as per Clause 8.1.
- (ii) Earnest money (Bid security).
- (iii) Qualification Information and supporting documents as specified in Clause 4.2.
- (iv) Certificates, undertakings, affidavits as specified in Clause 4.2.
- (v) Any other information pursuant to Clause 4.2 of these instructions.
- (vi) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
- (vii) 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].
- (viii) Financial Bid (percentage rate at par, below or above the estimated cost/item wise rates/**one fixed sum**) written both in figure and words in the prescribed Form of Bid as specified in Section 9
- (ix) Balance amount of Bid Security, if any, in the form specified in clause 16 hereunder [This requirement applies to Lump Sum Contracts only].

OR

For works more than Rs. 1.00 Crore:

The bid to be submitted by the bidder shall be in two separate parts and comprises of the following documents;

Part I : TECHNICAL BID

Envelop I (a) Earnest money (Bid security).

(For Lump Sum contract this Envelop containing Earnest money (Bid security) shall form part of Financial Bid.)

Envelop I (b)

- (i) Bidding document as per Clause 8.1.
- (ii) Qualification Information and supporting documents as specified in Clause 4.2.
- (iii) Certificates, undertakings, affidavits as specified in Clause 4.2.
- (iv) Any other information pursuant to Clause 4.2 of these instructions.
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.
- (vi) 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

Envelop II shall be named "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 figure and words in the prescribed Form of Bid as specified in Section 8 read with section 9.
- (ii) Balance amount of Bid Security, if any, in the form specified in clause 16 hereunder.

Each part will be separately sealed and marked in accordance with the Sealing and Marking Instructions in Clause 19.

- b. The bidder shall prepare two copies of the bid, marking them "Original" and "Copy" respectively.
- c. 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 as described in Sub-Clause 1.1, based on the Bill of Quantities given in the document/at the lumpsum price submitted by the Bidder.

13.2 The Bidder shall fill in the lumpsum price (both in figures and words) for full scope of the Project described in the Bidding Document./ The Bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities alongwith total bid price (both in figures and words) *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities./*The Bidder shall fill in his bid 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.

13.3 Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

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

13.5 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 Contract.

14. CURRENCIES OF BID AND PAYMENT

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

15. BID VALIDITY

15.1 Bids shall remain valid for a period not less than 90/120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the 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 latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the 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) in the amount as shown in appropriate column of the table of IFB for this particular Project. This bid security shall be in favour of Engineer as named in Appendix to ITB and may 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.
- 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.
- c) Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.

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 after Bid opening during the period of Bid Validity.
- b) If the Bidder does not accept the correction of the Bid Price, pursuant to clause 26; or
- c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) sign the Agreement
 - 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.

17.2 Bidders shall have to furnish the detailed design and working drawings consistent with the basic technical parameters and requirements indicated in the bidding documents, if asked for. Further, he shall obtain technical approval of the Chief Engineer for the design and drawings of each component of the structure in the manner prescribed in the Conditions of Contract and the Technical Conditions. The organization preparing the detailed design and working drawings must be empanelled with Ministry of Water Resources, Central Water Commission, / Ministry of Road, Surface Transport & Highways, Government of India or should have experience of rendering similar services in Punjab PWD IRRIGATION for at least five Projects costing not less than Rs. 2.00 crores at current prices.

18. FORMAT AND SIGNING OF BID

18.1 The bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *instructions to Bidders*, bound with the volume containing the “Technical Bid” and “Financial Bid” in separate parts and clearly marked “**ORIGINAL**” and “**COPY**” as appropriate. In the event of discrepancy between them, the original shall prevail.

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.2. In the event of the Bid being submitted by a partnership firm, it must be signed separately by each partner above their full names and current address thereof; in the event of the absence of any partner, it must be signed on his behalf by a person holding a valid power of attorney authorizing him to do so. The bid must be accompanied with legal valid power of attorney without which the bid will not be considered.

- 18.3 All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.4 The Bid shall contain no alterations or additions except those to comply with instructions issued by the Engineer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

19. SEALING AND MARKING OF BIDS

19.1 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and ‘**COPY**’. These two envelopes (called as inner envelopes) shall then be put inside one outer envelope. Each set of the inner envelope marked “ORIGINAL” and “COPY” shall contain within it two separate sealed envelopes marked “Technical Bid[Envelope 1(a) and 1(b)]” and “Financial Bid(Envelope II)” with additional markings as follows

- * Original or Copy, as the case may be
- * Technical Bid: to be opened on ----- (the date of Technical Bid Opening) in the presence of Tender Processing Committee.
- * Financial Bid

However, for works costing upto Rs. 1.00 Crore, the bidder can submit all the information and financial bid pursuant to Cl 12.1 of ITB in the single inner envelope.

All envelopes should also clearly state the '**Name of Project**' and '**Name of Bidder**'.

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

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

- a) be addressed to the Employer at the address given in Appendix to ITB.
- b) bear the identification as indicated in Appendix to ITB.

19.3 In addition to the identification required in Sub-Clause 19.1 and 19.2, each of the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Executive Engineer declares the bid as non responsive pursuant to Clause 22.

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

20. DEADLINE FOR SUBMISSION OF THE BIDS

20.1 Complete Bids (including Technical and Financial) shall be received by Engineer at the address specified not later than the date and time indicated in appendix to ITB. 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

- 21.1 Any Bid received by the Engineer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

E. BID OPENING AND EVALUATION

22. BID OPENING

- 22.1 For works costing upto Rs. 1.00 Crore, the Engineer shall open all the bids received (except those received late). For works costing more than Rs. 1.00 Crore, a Tender Processing Committee (TPC) will open all the bids received (except those received late). 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 Appendix to ITB 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 Qualification Information/ "Technical Bid" shall be scrutinized first. The amount, form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified in Clause 16, the remaining technical bid and the sealed financial bid will be returned to the bidder.

- 22.3 (i) The bids accompanied with valid bid security will be taken up for technical evaluation with respect to the Qualification Information and other information furnished in Part 1 of the bid pursuant to Clause 12.1, subject to confirmation of the bid security by the issuing Bank, if such confirmation is considered desirable by the TPC.
- ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary with respect to any rectifiable defects.
- iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
- 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.

(For Lump Sum contract the Envelop containing Earnest money (Bid security) shall form part of Financial Bid and shall be opened with Financial Bid after scrutinizing the Technical Bid. The evaluation of financial bid shall however be subject to confirmation of the bid security by the issuing bank).

- 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 remaining bids will be returned to the bidders unopened. 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 In case bids are invited in more than one package, the order for opening of the “Financial Bid” shall be that in which they appear in the “Invitation for Bid”.
- 22.6 The Engineer shall prepare minutes of the Bid Opening, 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 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 cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Engineer in the evaluation of the Bids in accordance with Clause 26.
- 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. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 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. CORRECTION OF ERRORS

- 26.1 “Financial Bids” determined to be substantially responsive will be checked by the Engineer for any arithmetic errors. Errors will be corrected by the Engineer in the following manners :
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the “Financial Bid” will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the bidder in the following manner:
- a) If the bid price increases as a result of these corrections, the amount as stated in the bid will be the bid price and the increase will be treated as rebate.
 - b) If the bid price decreases as a result of these corrections, the decreased amount will be treated as the bid price.

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid Security may be forfeited in accordance with sub-clause **16.5(b)**.

27. EVALUATION AND COMPARISON OF FINANCIAL BIDS

- 27.1 The Engineer will evaluate and compare only the Bids determined to be substantially responsive with Sub Clause **25.2**.
- 27.2 In evaluating the Bids, the Engineer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- a) making any correction for errors pursuant to Clause **26**; or
 - b) making an appropriate adjustments for any other acceptable variations, deviations and
 - c) making appropriate adjustments to reflect discounts or other price modification offered in accordance with sub clause **22.4**.
- 27.3 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.
- 27.4 The estimated effect of the price adjustment condition under the *conditions of contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 27.5 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 analyses for any or all items of the Bill of Quantities, to demonstrate the internal constituency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Engineer may require that the amount of the performance security set forth in Clause 31 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

28. AWARD CRITERIA

- 28.1 Subject to clause 29, on the recommendation of Engineer and the Superintending Engineer, the Employer 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.

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

- 29.1 Notwithstanding Clause 28, the Employer 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.

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 30.1 The Bidder whose bid has been accepted by the Employer will be notified of the award by the Engineer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that will be paid to the Contractor in consideration of the execution, completion, and maintenance of the Projects as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price")
- 30.2 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 31.
- 30.3 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.

- 30.4 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.

31. PERFORMANCE SECURITY

- 31.1 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 27.4 & 27.5 of ITB and as stipulated in the conditions of contract:

- a bank guarantee in the form given in Section 10; or
- certified Cheque / Bank Draft as indicated in Appendix.

- 31.2 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.

- 31.3 Failure of the successful Bidder to comply with the requirements of Sub-clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

32. CORRUPT OR FRAUDULENT PRACTICES

- 32.1 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 State PWD(Irrigation Department) and any other Agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

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

Appendix to Information to Bidders [I.T.B.]

(Mention 'Not Applicable' against columns not applying to a particular project)

Sr. No	Subject	Description	Reference Clause
1.	Name of the Employer	Chief Engineer, Punjab, PWD IRRIGATION Branch <i>For and on behalf of</i> Governor of Punjab	[Cl. 1.1]
	Assignee	Superintending Engineer, ----- Circle, PWD (IRRIGATION) Branch,	
2.	The last five years are	200..-200.. 200..-200.. 200..-200.. 200..-200.. 200..-200..(Current FY)	
3.	The minimum turnover amount should be	Rs.....	[Cl.4.3]
4.	The “similar work” means		
5.	The minimum value of one similar work is	Rs.....	
6.	The minimum value of two similar works is	Rs.....	
7.	Minimum Liquid assets and/or availability of credit facilities should be	Rs.	[Cl.4.3]
8.	Price level of the financial year		
9.	Rate of inflation may be taken as	---% per year	
10.	The Pre-bid meeting will take place in	The office of ----- Engineer	[Cl. 9.2.1]
11.	The technical bid will be opened in	The office of ----- Engineer on (time and date)	[Cl. 22.1]
12.	Address of the Employer	Chief Engineer, Pb. PWD IRRIGATION Branch, Hydel Building, Madhya Marg, Sector-18B, Chandigarh.	[Cl. 19.2]

	Address of the Engineer	Executive Engineer,	
13.	Identification	Bid for..... (Name of contract) Job No..... Do not open before.....(time and date)	[Cl. 19.2 (b)]
14.	The bid should be submitted latest by (date and time)	[Cl. 20.1]
15.	The financial bid will be opened in the office of	Executive Engineer on (time and date)	[Cl. 22.4]
16.	The Bid Security in favour of Payable at	Executive Engineer	[Cl. 31.1]

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

(Road Works)

(REFERENCE Cl. 4]

Sl.	Type of Equipment	Minimum Nos of Equipments
1.	Motor Grader	1
2.	Dozer	1
3.	Front end loader	1
4.	Smooth wheeled roller (with automatic water sprayer)	3
5.	Vibratory Roller	1
6.	Hot mix plant with electronic Controls (Minimum 50-60 TPH Capacity)	1
7.	Paver Finisher with Electronic Sensor	1
8.	Tippers	5
9.	Water Tanker	2
10.	Bitumen Sprayer	1
11.	Tandem Roller	1
12.	Wet Mix Plant having suitable capacity.	1
13.	Wet Mix Paver.	1
14.	Air Compressor	1
		21

- Note- 1.** The above list of machinery is indicative only and 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/ lease deed of the above said machinery on the date of receipt of bids failing which his bid will be rejected.

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

(Bridge / Cross Drainage works)

(REFERENCE Cl. 4]

Sl.	Type of Equipment	Minimum Nos of Equipments
1.	Concrete mixture	2
2.	Tippers	2
3.	Crane for sinking	1
4.	Surface Vibrators	2
5.	Needle Vibrators	2
	Total	9

- Note-** 1. The above list of machinery is indicative only and 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/ lease deed of the above said machinery on the date of receipt of bids failing which his bid will be rejected.

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

(Building Works)

(REFERENCE Cl. 4]

Sl.	Type of Equipment	Minimum Nos of Equipments
1.	Concrete mixture	2
2.	Building hoist	2
3.	Steel centering & shuttering	3000 Sqm
4.	Surface Vibrators	2
5.	Needle Vibrators	2
	Total	8

- 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/ lease deed of the above said machinery on the date of receipt of bids failing which his bid will be rejected.

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

(Canal Works)

(REFERENCE Cl. 4]

Sl.	Type of Equipment	Minimum Nos of Equipments
1	Concrete mixture	5
2	Smooth wheeled roller (with automatic water sprayer)	3
3	Sheep foot roller	3
4	Vibratory Roller	1
5	Tippers	5
6	Water Tanker	2
7	Surface Vibrators	2
8	Needle Vibrators	2
9	Soaking Tank	5
10	Tractors/Dozer	2

- Note- 1.** The above list of machinery is indicative only and 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/ lease deed of the above said machinery on the date of receipt of bids failing which his bid will be rejected.

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

(Road Works)

(REFERENCE Cl. 4]

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

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

(Bridge/Cross Drainage Works)

(REFERENCE Cl. 4]

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

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

(Building/Canal Works)

(REFERENCE Cl. 4]

Sl.	Personnel	Qualification	Minimum No.
1.	Project Manager	BE (Civil)	1
2.	Site Engineer	BE (Civil) & BE (Elect.) or Diploma (Civil / Elect.) with 2 years experience.	2
3.	Quality Control Engineer	B.E. (Civil) or Dip. (Civil) with 2 years experience	1
		Total	4

SECTION 2
QUALIFICATION INFORMATION

QUALIFICATION INFORMATION

- i. Qualification document as detailed below, complete in all respects, should be submitted in two 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 CONTRCTS 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
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 Informatuion 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 costs, value of works, etc. should be given in Indian Rupee only except for Works carried out abroad for which figures may be furnished in American Dollars. Deemed Export Projects 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 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 limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded.
- xii. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

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 Applicant 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 subcontractor(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 subcontractor(s).

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

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

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

(Applicant)

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 Subcontractor (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 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 equipments available; 'make', year 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.	<hr/> <hr/> <hr/> <hr/>

(Applicant/Bidder)

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)

S.No.	Financial Year	Turnover
1.		
2.		
3.		
4.		
5.		

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 01.04.200 .

(Applicant)

FORMAT 2-2

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

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 turnover 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 1.04.200 .)*

(Ref: Clause 4.2)

1.	Identification Number of Contract	
	Name of Contract	
	Location of works	
	Type of works: <u>Type of works: Canals/Roads/Bridges/Railways/Cross Drainage Works/Lining/ Tunneling/Dams or others(Specify)</u>	
	Country	
2.	Name of Employer	
3.	Employer's address (Give telephone and fax 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, <u>Brick Lining/Brick Work/Concrete Lining /Concrete Structures, Retaining Walls, Concrete in bridges/Cross Drainage works/Flood Protection Work etc.</u> (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 three years (updated to the price level of the year indicated in Appendix to ITB) =

(Applicant)

FORMAT 2-4

Equipment availability or access commitment

Item of equipment	Requirement	Availability Proposals			Remarks (From whom to be purchased)	
		Capacity	Owned /leased /to be procure d	Nos. / capacity	Age/ condition	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note: Only major equipment needs to be reported here.

(Applicant)

FORMAT 2-5

Availability of personnel

SL. NR.	Personnel	Number of persons required	Qualification
1.	Project Manager	1	
2.	Site Engineer	1	
3.	Plant Engineer	1	
4.	Quantity Surveyor	1	
5.	Survey Engineer	1	
6.	Quality Assurance Engineer	1	
7.	Precasting yard Engineer	1	

--

(Applicant)

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, 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

**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 turnover 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 1.04.200.

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	Percentage and amount sub-contracted by the firm	Name and Address of Client (including Tel./ Fax no.)	Contract value	Length of the project	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=
Assessed available bid capacity (pursuant to clause 4.4 of ITB) =

=

FORMAT 2-8
AFFIDAVIT*

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work under Government of India or Govt. of Punjab nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby 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 .
4. The undersigned understand(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 implementing agency.
5. 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, as desired by the employer.
6. The undersigned are not and has never been debarred/blacklisted for contract work by Govt. of Punjab or any other Agency of Government of India or any of the State Governments at any stage.
7. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.

_____ (Signed by an Authorized Officer of the Firm)

Title of Office _____

Name of Firm _____

DATE

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

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 Office of the Firm)

Title of Officer

Name of Firm

DATE

SECTION 3

CONDITIONS OF CONTRACT

- (i) General Conditions of Contract**
- (ii) Conditions of Particular Application**

(i) GENERAL CONDITIONS OF CONTRACT

Table of contents

	Page No.		Page No.		
A. General		40	Payments	71	
1	Definitions	51	41	Compensation events	72
2	Interpretation	53	42	Tax	72
3	Language and Law	53	43	Currencies	73
4	Engineer's Decisions	53	44	Price Adjustment	73
5	Delegation	54	45	Retention money	73
6	Communications	54	46	Liquidated damages	74
7	Sub-Contracting	54	47	Secured Advance	75
8	Other contractors	54	48	Securities	76
9	Change in constitution	54	49	Carriage of material, machinery	76
10	Material, machinery & equipments	55	50	Cost of repairs	76
11	Labour	55	E Finishing the Contract		
12	Compliance with labour regulations	55	51	Completion	76
13	Personnel	56	52	Taking over	77
14	Employer & Contractor's risk	56	53	Final Accounts	77
15	Insurance	57	54	Manuals & registers	77
16	The works to be completed by intended completion date	57	55	Termination	77
17	Ecological balance	57	56	Payment upon termination	79
18	Directions by Superintending Engineer	58	57	Property	80
19	Approval by the Engineer	58	58	Release from performance	80
20	Safety	58	59	Extraordinary claims	80
21	Discoveries	59			
22	Possession of the Site	59			
23	Access & Inspection	59			
24.	Instructions	59			
25.	Dispute Resolution Mechanism	59			
B. Time Control					
26.	Programme	63			
27.	Extension of the intended completion date	64			
28.	Delays ordered by the Engineer	64			
29.	Management meetings	64			
30.	Early warning	65			
C. Quality Control					
31.	Quality aspects	65			
32.	Identifying Defects	66			
33.	Correction of Defects	66			
34.	Habitual & bad working	67			
D Cost Control					
35.	Bill of Quantities(Schedule of payment)	67			
37.	Variations	67			
38.	Payments for variations	68			
39.	Payments certificates	70			

(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 55.1.

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 and complete the Projects(as specified in the Tender Notice). The contract, shall include maintenance of the project by the contractor up to the expiry of 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 Projects 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 Projects not completed in accordance with the Contract.

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

The **Employer** is the party who will employ the Contractor to carry out the works including maintenance.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the

Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events and getting the contract executed on behalf of the Employer.

Equipment is the Contractor's machinery and vehicles brought to the Site to construct the Projects.

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 Projects. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing letter of extension of time.

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

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

Quarter means a financial year quarter.

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 Projects 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 projects. It does not necessarily coincide with any of the Site Possession Dates.

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

The **Superintending Engineer** is the engineer in charge of an administrative circle of the Punjab PWD IRRIGATION, under whose supervision the project 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 Projects.

The **Projects**, 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. INTERPRETATION

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. 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.

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.)

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) Contractor’s Bid
- d) Contract Data
- e) Conditions of Contract including Conditions of Particular Application
- f) Specifications
- g) Drawings and
- h) 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 Employer 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 people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. COMMUNICATIONS

- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. SUB-CONTRACTING

The contract shall not be assigned or sub-contracted without the written approval of the Engineer. Employment of labour on piece rate basis shall not, however be deemed as sub-contracting. If the contractor assigns or sublets his contract or attempts to do so without approval as aforesaid or becomes insolvent or commence any on solvency proceedings or make any composition with his creditors or attempt to do so or it any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either direct or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person shall become in any directly or indirectly interested in the contract, the Engineer may absolutely thereupon terminate the contract as specified hereinafter with specified consequences.

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. CHANGE IN CONSTITUTION

Where the contractor is a partnership firm, the previous approval in writing of Engineer shall be obtained before any changes is made in the constitution of the firm where the contractor is an individual or a Hindu-Undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement, where-under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause 7 hereof and the same action may be taken and the same consequences shall ensure as provided in the said clause 7.

10. MATERIALS, MACHINERY & EQUIPMENT

- 10.1 The contractor shall arrange and supply at his own cost all material, machinery, equipment, plant, tools ,appliances , implements ,ladder , cordage ,tackle , scaffoldings , water and power supply and temporary works requisite or proper for effective execution of the work , whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work .
- 10.2 The Contractor shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- 10.3 The Contractor shall procure all material from sources approved by the Engineer in charge in writing. All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Engineer in charge. The department may summon the complete record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by Engineer in charge in writing. The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard/Departmental specifications or any other approving authority as applicable. Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in charge to remove the material.

11. LABOUR

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

The contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the 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.

12. COMPLIANCE WITH LABOUR REGULATIONS

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. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any act or rules made 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. If any on the part of the contractor, the Engineer/Employer shall have the right to deduct any money due to Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

13. PERSONNEL

- 13.1 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.
- 13.2 If the Engineer asks the Contractor to remove a person who is a member of 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.

14. EMPLOYER'S AND CONTRACTOR'S RISKS

- 14.1 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.

14.2 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.

14.3 **Contractor's Risks**

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

15. **INSURANCE**

15.1 The contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's 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.

15.2 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.

15.3 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 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.

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

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

16. **WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE**

16.1 The contractor shall construct and install the works in accordance with the Specification and Drawings.

16.2 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.

17. **ECOLOGICAL BALANCE**

17.1 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 and destruction, scarring or defacing of natural surrounding in the vicinity of work or damage to any tree, scrub or water course unless any of same is specifically required to be cleared or removal for construction purpose. Such removal shall only be done with prior

approval of Engineer who may require the contractor to compensatory plantation at his cost.

17.2 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.

17.3 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.

18. DIRECTIONS OF THE SUPERINTENDING ENGINEER

All the works to be executed under the contract shall be executed under the directions and subject to the approval in all respects of the superintending engineer of the circle who shall be entitled to direct at what point or points and what manner they are to be commenced and from time to time carried out.

19. APPROVAL BY THE ENGINEER

19.1 The Contractor shall submit specifications and drawings showing the proposed construction methodology to the Engineer, who is to approve it if it complies with the specifications and drawings.

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 and drawings of the temporary work where required and inform the Engineer and Employer about the same alongwith copies of approved design and drawings.

19.5 Before their use, all designs and drawings prepared by the Contractor for the execution of the permanent works are subject to approval by the Employer as stipulated in the Technical Conditions.

20. SAFETY

20.1 The Contractor shall be responsible for maintaining the safety of all activities on the site, without any obstacle to smooth flow of water /traffic at his own cost.

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, he shall be liable to pay a penalty of Rs.5000/- for each default day and in addition 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.

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 Engineer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Engineer is deemed to have delayed the start of the relevant activities and this will be Compensation Event for the purpose of time extension only.

23. ACCESS & INSPECTION

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

23.2 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 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 or after the termination, abandonment or breach of the contract, the dispute shall, in the first instance, be referred for settlement to the Engineer of the work and he shall, within a period of sixty 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 appeal before the Superintending Engineer and arbitration if any, as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the contractor shall proceed with the execution of the work on receipt of the decision of the Engineer 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 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 days from the date on which the said request was made by the contractor or if the contractor is dissatisfied with the instructions or decision of the Executive Engineer or Engineer-in-charge, the contractor may within 30 days after receiving the instructions or decision file an appeal to the Superintending Engineer who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. The Superintending Engineer shall give a decision within a period of sixty days after the contractor has given the said evidence in support of his appeal, and the decision of the Engineer-in-charge shall stand modified accordingly.
- 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 to a sole arbitrator .
- vi) Within sixty days of receipt of notice from the contractor of his intention to refer the dispute to arbitration, the Chief Engineer shall send to the contractor a list of three officers of the rank of serving Superintending Engineer/higher (from the panel of Arbitrator approved by the Government) who have not been connected with the work under this contract. The contractor shall within thirty days of receipt of this list select and communicate to the Chief Engineer the name of one officer from the list who shall then be appointed as the sole arbitrator. If contractor fails to communicate his selection of name within the stipulated period, the Chief Engineer shall without

delay select one officer from the list and appoint him as the sole arbitrator. If the Chief Engineer fails to send such a list within sixty days, as stipulated, the contractor shall send a similar list of serving Superintending Engineers of the Irrigation Department, to the Chief Engineer within thirty days. The Chief Engineer shall then select one officer from the list and appoint him as the sole arbitrator within thirty days. If the Chief Engineer fails to do so the contractor shall communicate to the Chief Engineer the name of one officer from the list, who shall then be the sole arbitrator.

- vii) The Employer shall have the authority to change the arbitrator 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 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 under the contract. The new arbitrator so appointed may enter upon the reference afresh or he may continue the hearings from the point these were suspended before the previous arbitrator.
- viii) The reference for arbitration shall be made by the claimant party within one hundred twenty days from the date of decision of the Superintending Engineer as referred to in Clause (iv) above, failing which the decision of Superintending Engineer shall be final and binding. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the arbitrator 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.
- ix) 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, 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.

- x) The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory provisions there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- xi) Performance under the contract shall continue during the arbitration proceedings and payment due to the contractor shall not be with held unless they are the subject matter of the arbitration proceedings.
- xii) The arbitrator shall award separately giving his Award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.
- xiii) 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.
- xiv) 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.
- xv) The fee, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference other than arbitration fees shall be settled at the discretion of the Arbitrator.
- xvi) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default , the stamp fee shall recoverable from another sum due to such party under this or any other contract.
- xvii) 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 recover 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.
- xviii) 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.
- xix) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award.
- xx) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.
- xxi) The jurisdiction of Civil Court for matter under dispute shall be the place where office of Engineer-in-charge is located.

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.

- 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 and compensation events.

27. EXTENSION OF THE INTENDED COMPLETION DATE

- 27.1 The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 27.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 28 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 27.3 The Engineer shall within 14 days of receiving full justification from the Contractor for extension of Intended Completion Date refer the case to the Superintending Engineer for his decision, who shall forward it to the Employer with his recommendation for decision in case the cost of work is more than 5.00 Crore or in case the overall time extension exceeds the original time limit by more than 33%. The decision-making authority shall, in not more than 30 days, communicate the acceptance or otherwise of the time extension. If the Employer fails to give his decision, the recommendation of the Superintending Engineer shall be considered as the decision and the Engineer shall inform the Contractor accordingly.

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 warn 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.

C. QUALITY CONTROL

31. QUALITY ASPECTS

- 31.1 (a) The Contractor shall employ a competent quality control consultant/engineer to produce quality works. He is also expected to improve his procedures in line with ISO 9002 and get this certification. The contractor will set up fully equipped field laboratory to conduct quality control tests required as per relevant specifications. The records shall be maintained in the prescribed formats and the contractor shall supply copies thereof to the Engineer regularly with the bills without which no payment shall be made. In case the contractor fails to set up the laboratory and/or to employ the quality control consultant for the whole or part of the period of execution, the Engineer on behalf of the Employer may order setting up of the laboratory and/or employment of Quality Control Consultant at the cost of the Contractor or may order the departmental staff to carry out the quality control tests. A deduction @ 1.5 % of the total cost of the work or actual expenditure incurred in this respect, whichever is more, shall be made from the payments of the Contractor.
- (b) For the Project(s) of total contract value of Rs. 3 Crores and above, the Employer may appoint one Independent Quality Assurance Consultant [IQAC] who will conduct 25% Quality Control tests independently during the execution of work and give the reports to the employer. The IQAC shall act independently as per the terms & conditions approved by the Chief Engineer and shall be paid by the Department out of the Quality Control charges of the works. The IQAC shall use the material, manpower and the laboratory of the Contractor and the Contractor shall extend his full cooperation to the IQAC in fulfillment of the testing to be done by the latter. Nothing extra shall be payable to the Contractor in this regard.
- (c) 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.

- (d) 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.

31.2 Action and Compensation in case of Bad Work

If it appears to the Engineer or his subordinate-in-charge of the work that any work or part of it has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description or that any articles or materials provided by the Contractor for the execution of the work are unsound or of inferior quality to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on written instructions by the Engineer specifying unsound the work, materials or articles, forthwith rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be, remove the materials or articles at his own proper charge and cost, within a period specified by the Engineer. In the event of his falling to do so, the Contractor shall be liable to pay compensation at the rate of 1% of the estimated amount of unsound work per week. In case the Contractor does not make the necessary compliance at all, the Engineer may rectify or remove and, re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at risk and expenses of the Contractor.

32. IDENTIFYING DEFECTS

- 32.1 The Engineer shall check the Contractor's work and notify the contractor of any defects that are found. The note 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 collection of samples.

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.

33.3 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 Contractor.

34. HABITUAL AND CONTINUED BAD WORKING

34.1 If the Employer determines from the record of the Contractor's performance on various works in the department that he has been penalized for sub-standard working in three or more works, the Employer shall debar the Contractor against further bidding for works in the department for one year. A Contractor debarred twice under this clause shall be blacklisted for any future bidding for works.

D. COST CONTROL

35. BILL OF QUANTITIES

35.1 The Bill of Quantities shall contain items for the construction, installation, testing and commissioning 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 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.

36.2 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.

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

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 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 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 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 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.

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 in

charge. 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.
- 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 Engineer.
- 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 10 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 applications from the office of the Engineer
- 39.2 The Engineer shall check the Contractor's monthly statements within 30 days and 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 Employer shall pay the Contractor the amounts certified by the Engineer.
- 40.2 Items of the Project, for which no rate or price or percentage of lumpsum 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.

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 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.

44. PRICE ADJUSTMENT (This Clause shall be applicable for works requiring completion time more than 6 months)

44.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, Cement, Steel, Bitumen, POL and material (other than Cement, Steel, Bitumen and POL) component 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 date of start as given in the contract data upto end of the initial intended date of completion or extensions granted by the Employer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor. The cost of materials and Electrical Energy supplied by the Employer at fixed prices shall be excluded from the scope of price adjustment.

(b) The price adjustment shall be determined during each quarter from the formula given in the contract data. Total value of work done during the quarter would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

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 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, but in addition to performance security to be delivered to the Engineer-in-charge within 21 days of the receipt of the letter of acceptance.

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 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:-

1) 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%

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 total estimated amount of work per week of further default subject to maximum limit of five percent of the Contract value.

- 46.3 The Employer (for works costing more than Rs. 5.00 Crore) or the Superintending Engineer (for works costing upto Rs. 5.00 Crores), on representation from Contractor and after hearing both the Engineer and Contractor, may reduce the amount of liquidated damages and his decision in writing shall be final.

The Contractor shall pay liquidated damages to the Engineer on behalf of the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Engineer on behalf of the Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

- 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. SECURED ADVANCE

- 47.1 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 (as per Para 2.105 of P.W.D. code coupled with rule 7.37 of D.F.R. [Financial Hand Book No.3]) 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.
- 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.

48. SECURITIES

The Performance Security (including additional security for unbalance 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.

49. CARRIAGE OF MATERIALS, MACHINERY ETC.

The Contractor shall ensure that each vehicle transporting his material, machinery etc. to the work site does not exceed its stipulated loading capacity. In case it is found that the material, machinery etc. are being transported in overloaded vehicles, then the Engineer shall make recovery from the payments of the contractor of an amount equivalent to 50% of the rate of the carriage of material brought to the site by the Contractor. For the purpose of this clause, the rates of the carriage shall be considered as those given in the Departmental Common Schedule of Rates (CSR) plus Sanctioned premium prevailing on the date of receipt of bids. The Engineer or his field staff shall certify that the actual carriage of material is within the norms and no overloading has been done.

50. COST OF REPAIRS

- 50.1 Loss of 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

- 51.1 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 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 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.

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 made 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, unworkman – 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.
- (j) In the event of the death or the insanity of the contractor, the contract may be terminated by notice in writing, pasted at the site and advertised in one issue of the local newspaper. All acceptable works shall thereafter, be paid at appropriate rates after recovering all the contractor`s dues to Govt., to the persons entitled to receive and give a discharge for such payment.
If the contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a corporation goes in to liquidation or commences to be wound up not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the govt. shall be at liberty:
 - i. to give such liquidator, receiver, or other person in whom the contract may become vested the option of carrying out the contract, or a portion thereof to be determined by the govt. subject

to his providing an appropriate guarantee for the performance of such contract; or

- ii. to terminate the contract forthwith by notice in writing to the contractor, the liquidator, the receiver or person in whom the contractor may become vested.

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 amount available with the Engineer (in the shape of retention money and performance security), 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 or any other work, undertaken by him for the Government.

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 deducted 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 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 for 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 Cl. 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.

59. EXTRAORDINARY CLAIMS

No claim for payment of an extraordinary nature , such as claim for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer or claims for compensation where work has been temporarily brought to a stand-still though no fault of the Contractor , shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government under the signature of one of its Secretaries.

SECTION 3

(ii) CONDITIONS OF PARTICULAR APPLICATION [COPA]

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.

SECTION 4
CONTRACT DATA

CONTRACT DATA

Name of the Project: -----
Contract Identification No.: -----

The Contract Data hereunder pertains to some specific ,but in no way exhaustive, information on the Project. 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'.

1. Name of the Employer :

Chief Engineer
Punjab PWD (IRRIGATION) Branch, Chandigarh.
for and on behalf of
Governor of Punjab.

Address of Employer:

Punjab PWD IRRIGATION Branch,
Hydel Building, Madhya Marg,
Sector-18B, Chandigarh, Punjab (India).

2. Name of the Assignee :

Superintending Engineer,
Circle,
Punjab PWD (IRRIGATION) Branch,

3. Name & Address of the Engineer:

Executive Engineer,
----- Division,
Punjab PWD (IRRIGATION) Branch,

• The Defect Liability Period:

It is ONE year (or as per requirement of funding agency) from the date of completion. [Cl. 1.1& 33,GCC]

• The Start Date:

The start date shall be from the date of issue of the allotment letter by the Engineer.

• The Intended Date of Completion:

The intended completion date for the whole works is
..... months after start of the work. [CI 1.1& 27,GCC]

7. Site Particulars:

The site is at Km -----of ----- near -----, Punjab, India. The main markets are at -----. The nearest Railway station is -----. The nearest post office and Telegraph office is -----. Communication facilities like Fax, STD, ISTD service are available at-----.

The site falls in Seismic Zone --- & the conditions of exposure are -----.

8. The Hydraulic Investigation Data :

.....

9. **The Scope of Work put to Bid:**

.....

10. The additional documents that also form part of the Contract;
[CI.2. GCC]

.....
.....

11. The law which applies to the Contract:

[CI 3.1,GCC]

The Law of Union of India.

12. The language of the contract document :

[CI 3.1,GCC]

English

13. Amounts of Insurance & Deductions by Engineer :

[CI 15.1,GCC]

Nil

14. Soil Investigation Report:

Appended in Section---

-

15. The Site possession dates are:

[CI 22,GCC]

i. For ----- Date of Award of Contract

ii. For -----

iii. For -----

16. The Period for Submission of the Programme for approval of
Engineer: [CI 26,GCC]

21 days from the issue of Letter of Acceptance.

17. The period between programme updates shall be 30 days. [CI 27.3,GCC]

18. The Additional Compensation Events are:

[Cl. 41,GCC]

- (i) Substantially adverse ground conditions encountered during the course of execution of work not provided in the bidding Document
 - (ii) Removal of underground utilities detected subsequently
 - (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, debris dumps, etc. not caused by the contractor
 - (v) Artesian conditions
 - (vi) Seepage, erosion, landslide
 - (vii) Presence of historical, archeological or religious structures, Monuments interfering with the works
 - (viii) Restriction of access to ground imposed by civil, judicial, or military authority
20. The currency of the Contract: [CI 43,GCC] **Indian Rupees**
21. The schedule of submission of operating and Maintenance manual:
[CI 54.1,GCC]
15 days after completion of work.
22. The amount to be withheld for failing to supply “as built” drawings, if any, by the date required:
[CI 54.2,GCC]
Rs. 10,000 or **1% of the contract amount, whichever is higher.**
23. The Events which shall also mean fundamental breach of contract:
[CI 55.2,GCC]
The Contractor has contravened Clause 9 of GCC.
24. The formula (e) for adjustment of prices are; [Cl. 44)

Adjustment for Labour component

- i) Price adjustment for increase or decrease in the costs due to labour shall be paid in accordance with the following formula.

$$V_L = 0.75 \times P_L / 100 \times R \times (L_i - L_o) / L_o$$

Following expressions and meanings are assigned to the values of the works done during each quarter.

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

R= Total value of work done in Rupees during the quarter excluding cost of materials and electrical energy supplied by the employer at fixed prices.

L_o = All India average consumer price index number for industrial workers for the Quarter preceding the date of opening of bids as issued by the Labour Bureau Shimla and published in the Indian Labour Journal or as published in Reserve Bank of India Bulletin.

L_i = All India average consumer price index number for industrial workers for the Quarter under consideration as issued by the Labour Bureau Shimla and published in the Indian Labour Journal or as published in Reserve Bank of India Bulletin.

P_L = Percentage of Labour component of the work.

Adjustment for cement component

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

$$V_c = 0.75 \times P_c / 100 \times R \times (C_i - C_o) / C_o$$

V_c = increase or decrease in the cost of work during the quarter under consideration due to change in rates for cement.

R = Total value of work done in Rupees during the quarter excluding cost of materials and electrical energy supplied by the employer at fixed prices.

C_o = The all India average whole sale price index for cement for the Quarter preceding the date of opening of bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

C_i = The all India average whole sale price index for cement for the Quarter under consideration as published by the Ministry of Industrial Development, Government of India, New Delhi.

P_c = Percentage of cement component of the work.

Adjustment for steel component

(iii) Price adjustment for increase or decrease in the costs of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_s = 0.75 \times P_s / 100 \times R \times (S_i - S_o) / S_o$$

V_s = increase or decrease in the cost of work during the quarter under consideration due to change in rates for Steel.

R= Total value of work done in Rupees during the quarter excluding cost of materials and electrical energy supplied by the employer at fixed prices.

S_o = The all India average whole sale price index for steel(Bars & Rods) for the Quarter preceding the date of opening of bids as published by the Ministry of Industrial Development ,Government of India, New Delhi.

S_i = The all India average whole sale price index for steel(Bars & Rods) for the Quarter under consideration as published by the Ministry of Industrial Development ,Government of India, New Delhi.

P_s = Percentage of Steel component of the work.

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

Adjustment for Bitumen component

(iv) Price adjustment for increase or decrease in the cost of Bitumen procured by the contractor shall be paid in accordance with the following formula.

$$V_b = 0.75 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$

V_b = increase or decrease in the cost of Bitumen work during the quarter under consideration due to change in rates for Bitumen .

R= Total value of work done in Rupees during the quarter excluding cost of materials and electrical energy supplied by the employer at fixed prices.

B_o = The official retail price of bitumen at the IOC Depot at nearest centre (Panipat) considered by the Department while inviting the Bids .

B_i = The official retail price of bitumen at the IOC Depot at nearest centre (Panipat) for the quarter under consideration .

P_b = Percentage of Bitumen component of the work.

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.

Adjustment for POL Component

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

$$V_f = 0.75 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = increase or decrease in the cost of work during the quarter under consideration due to change in rates for Fuel and Lubricants.

R = Total value of work done in Rupees during the quarter excluding cost of materials and electrical energy supplied by the employer at fixed prices.

F_o = The average official retail price of High Speed Diesel(HSD) at the existing consumer pumps of IOC/HP/BP nearest of the work site on the day thirty days prior to the date of opening of bids.

F_i = The average official retail price of High Speed Diesel(HSD) at the existing consumer pumps of IOC/HP/BP nearest of the work site for the 15th day of the middle calendar month of the quarter under consideration.

P_f = Percentage of Fuel and Lubricant component of the work.

Note:- For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

Adjustment for material component other than Cement, Steel, Bitumen and POL.

(vi) Price adjustment for increase or decrease in the cost of Materials other than cement, steel, Bitumen and POL procured by the contractor shall be paid in accordance with the following formula.

$$V_m = 0.75 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = increase or decrease in the cost of work during the quarter under consideration due to change in rates for materials other than cement, steel, bitumen and POL.

R = Total value of work done in Rupees during the quarter excluding cost of materials and electrical energy supplied by the employer at fixed prices.

M_o = The all India average whole sale price index (all commodities) for the quarter preceding the date of opening of bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

M_i = The all India average whole sale price index (all commodities) for the quarter under consideration as published by the Ministry of Industrial Development, Government of India, New Delhi.

P_m = Percentage of Material component (other than cement, steel, bitumen and POL) of the work.

NOTE:

i) The value of P_L , P_c , P_s , P_b , P_f and P_m should equal 100%.

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

SECTION 5

**TECHNICAL CONDITIONS, SPECIFICATIONS &
REQUIREMENTS**

This section shall include detailed Technical Conditions, Specifications & Requirements specific to the Project.
Every organization using this bidding document shall define these conditions at its own level.

SECTION 6
**MODEL RULES FOR THE PROTECTION OF HEALTH
AND SANITARY ARRANGEMENTS FOR WORKERS**

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 background 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.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. 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 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 to labour, a sufficient supply of cold water fit for drinking.
- 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 from 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 :-

- 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.
- 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.

- 11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. 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.

SECTION 7
CONTRACTORS' LABOUR REGULATIONS

**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 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 conspicuous 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.

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 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 intendency 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.

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 satisfaction 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 what 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.
- 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 drendering 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.

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]

FORM OF BID

Description of Work:

.....
.....

BID

To

Address

1. We offer to execute the works described above and remedy any defects therein and carry out the maintenance of the works up to expiry of the defect liability period in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) of

2. We undertake if our Bid is accepted to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised in the contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 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. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 200
Signature _____ In the capacity of _____
duly authorized to sign bids for and on behalf of _____
(in Block capitals or typed)

Address _____

Witness _____

Address _____

Occupation _____

SECTION 9

BILL OF QUANTITIES

**[Alternately, for Lump Sum Contracts,
SCHEDULES OF PAYMENT & VARIATIONS]**

[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]

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 Punjab PWD Specifications/MORT&H specification for Road and Bridge works, 2001 (4th revisions). The measurement for fill placement shall be based on compacted bank/Zone.
9. Errors will be corrected by the Engineer for any arithmetic errors pursuant to clause 26 of the Instructions to Bidders.
10. Rock is defined as all materials which in the opinion of the Engineer, require blasting or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal and which cannot be extracted by ripping with a tractor of at least 150 KW with a single rear mounted heavy duty ripper.

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).
2. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees (ITB Clause 14.1).
3. Where there is a discrepancy between the rates in figures and in words, the rate in words will govern [ITB Clause 26.1(a)].
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. [ITB Clause 26.1(b)]

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 Punjab PWD Specifications/MORT&H specification for Road and Bridge works, 2001 (4th revisions). The measurement for fill placement shall be as per compacted bank/Zone.
 3. In case a particular item mentioned in this schedule is not fully completed, payments on prorated 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.
-

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]**

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 owing 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 extensions(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE _____

WITNESS _____

SEAL _____

(Signature, name and address).

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

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

PERFORMANCE BANK GUARANTEE

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt _____(herein after called “the said Contractor”) from the demand, under the terms and conditions of an Agreement dated_____ made between _____ and _____ for (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs._____ (Rupees_____ only) we, _____(hereinafter referred to as “the Bank”) at the request of _____ contractor do hereby undertake to pay to the Government an amount not exceeding Rs._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.

2. We_____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4. We, _____ further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till _____ (Office/Department) Ministry of _____ certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ further agree that Guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.
6. We, _____ further agree with the Government that the Government shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the government against the said Contractor, and to forbear or enforce any of the terms and conditions relating to the said Agreement, and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the government or any indulgence by the government to the said Contractor, or by any such matter or thing whatsoever which under the law retaining to sureties would, but for this provision, have effect of so relieving us.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ____ day of _____ 200_
for _____
(Indicate the name of bank)

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 been 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 be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (5) That the said materials shall not be in 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 then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then 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 to the Employer shall immediately on the happening of such default be repayable by the Contractor to 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 repay 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 there of and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.
 - c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

LETTER OF ACCEPTANCE

To, _____ (Date)

_____ (name and address of the contractor)

Dear Sirs,

This is to certify that your bid dated _____ for execution of the _____ Name of the contract and identification number as given in the instructions to the bidders) and maintenance of the works up to expiry of the defect liability period 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.

We accept/do not accept that _____ be appointed as the adjudicator. You are hereby requested to furnish performance security, in the form detailed in Para 31.1 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 31.3 of IR\ITB will be taken

Yours Faithfully,
Authorized Signature

Name of title of security

Name of agency

Delete "corrected and or "and modified " if only one of these actions apples delete as corrected and modified in accordance with the instructions to bidders, if corrections or modifications have not been affected.

To be used only if the contractor disagrees in his bid with the adjudicator proposed by the employer in the instructions of bidders"

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 WITNES 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.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The employer hereby covenants to pay the contractor in consideration of the execution on 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) Contractor's bid
 - d) Condition of contract: General and special

 - e) Contract Data
 - f) Additional Condition
 - g) Drawings

h) Bill of quantities and

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

In witness whereof the parties there to have caused this agreement to be executed the day and

year first before written

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

Signed, sealed and delivered by the
said _____

in the presence of :

Binding signature of Employer (on behalf of employer) _____

Binding Signature of Contractor _____

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/S
.....agree to abide by this bid for a period
_____days from 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 Officer of the Firm)

(Title of the Officer)

SECTION 11
DRAWINGS, SITE INVESTIGATION DATA & OTHER
TECHNICAL PLANS

SECTION 12
DOCUMENTS TO BE FURNISHED BY BIDDER