

Name of Work
Construction of Cattle Shed 200'30' At Village : Sukhe
Majra, District : Rupnagar

STANDARD BIDDING DOCUMENT
[SBD]

Certify that this tender document consist of ____ number of pages serially marked from 1 to ____.

Issuing Authority

LIST OF IMPORTANT DATES**Website : www.eproc.punjab.gov.in**

List of Important Dates of Submission of Online Bids

1. Name of Work : Construction of Cattle Shed 200' x 30'
Village: Sukhe Majra, Distt:Rupnagar
2. Completion Period : 4 Months
3. Mode of submission of Tender : To be submitted on-line at
www.eproc.punjab.gov.in
4. Period & Time for download of Bidding Documents from E-procurement portal
From: Date.....Month.....Year.....
Time.....Hours
To: Date.....Month.....Year.....
Time.....Hours
5. Time, Date & Place of Pre-Bid Meeting : Date.....Month.....Year.....
Time.....Hours
Place.....
6. Time & Date of online submission of Bids
From: Date.....Month.....Year.....
Time.....Hours
To: Date.....Month.....Year.....
Time.....Hours
7. Time & Date of opening of online Technical Bids : Date.....Month.....Year.....
Time.....Hours
8. Time & Date of opening of online Financial Bids : Date.....Month.....Year.....
Time.....Hours
9. Place of opening of online Bids : Address.....
.....
.....
10. Last Date of Bid validity : Date.....Month.....Year.....
11. Officer Inviting Bids : Executive Engineer,
Panchayati Raj Division,
Rupnagar.

SECTION I
FORM OF AGREEMENT

Contractor

Witness

Executive Engineer

Name of the Work : **Construction of Cattle Shed 200' X 30'**
Village: Sukhe Majra, Distt: Rupnagar.

Name of the Contractor : _____

AGREEMENT

CONTRACT FOR WORKS

This agreement made this -----day of -----between -----
 ----- (hereinafter called the
 "Contractor") of the one part, and Executive Engineer, Panchayati Raj,
 ----- (hereinafter called "The Engineer In charge") of the other part.

Where as the Contractor has offered to execute the work

And, the Department has accepted his tendered offer for the execution of aforementioned works. NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the conditions of contract hereinafter referred to
2. The following documents shall be deemed to form and be construed as part of this Agreement:
 - i) The "Invitation for Bid" & "Instructions to the Bidder" as at Annexure 'A' to this agreement.
 - ii) Qualification Information at Annexure 'B' to this agreement.
 - iii) Memorandum of Works at Annexure 'C' to this agreement.
 - iv) General Conditions and Clause of contract at Annexure 'D' to this agreement.
 - v) Securities and other Forms at Annexure 'E'.
 - vi) Technical Condition, Specifications and Requirements at Annexure 'F' to this agreement.
 - vii) Financial Bid at Annexure 'G' to this agreement.
 - viii) Bill of Quantities at 'H' to this agreement.
 - ix) Preliminary Drawings at Annexure 'I' to this agreement.
3. The work will be executed strictly according to specifications and approved drawings relating to the works as indicated in the "Bid Document". The schedule of items of works to be carried out will be as per approved "Bid Document".
4. All correspondence and modification of tender offer and acceptance letter will form part of this Agreement.

Contractor

Witness

Executive Engineer

- 5. In consideration of the payments to be made by the Department, to the Contractor in respect of completed work or item of work, the Contractor hereby covenants with the Engineer-in-Charge, to execute the work in conformity in all respects with the provisions of this Agreement.
- 6. The Engineer-in-Charge, hereby covenants to pay the Contractor, in consideration of execution of works, the price in the manner as specified in this agreement.

Witness thereof the parties hereto set their respective hands and seals on the day and year first above written.

In the presence of

Signature of Contractor

NAME & ADDRESS

Address -----

1.-----

2.-----

Signed sealed & delivered by _____ in the capacity of Engineer-in-charge in the presence of

NAME & ADDRESS

**Executive Engineer,
Panchayati Raj,
Rupnagar.**

1. -----

2. -----

SECTION II
ANNEXURE TO AGREEMENT

Contractor

Witness

Executive Engineer

ANNEXURE - A

INVITATION FOR BIDS (IFB)
&
INSTRUCTION TO THE BIDDERS (ITB)

Contractor

Witness

Executive Engineer

**Government of Punjab
Rural Development and Panchayats Department
Panchayati Raj Engineering Wing**

NOTICE INVITING ON LINE TENDER

Tender No:

Date

1. On behalf of Governor of Punjab, Executive Engineer, PRD, Rupnagar, invites bids from eligible bidders for the Project/Work(s) contractors enlisted with Panchayati Raj Department / Co-op Society registered from competent authority detailed in the following table. The bidders may submit bids for any or all of the following Project/Work(s) :

SN	Name of Project/Works	Bid Security/Earnest Money (Rs.)	Cost of Document /Tender Fee (Rs)	Period of Completion	Approximate Value of Project/Works (Rs. in Lac)
1	2	3	4	5	6
1	Construction of of Cattle Shed 200'X 30'at Village Sukhe Majra, District. Rupnagar	34,000	2,000/-	4 month	17.00

2. Important Dates are as under:

3.

- i) **The period of availability of Tender on line** : From _____ to _____
Upto _____ Hours
- ii) **The last date and time for on line submission of bid** : From _____ to _____
Upto _____ Hours
- iii) **Date and Time of opening of Technical Bid** : From _____ to _____
Upto _____ Hours
- iv) **Date and Time of opening of Financial Bid** : From _____ to _____
Upto _____ Hours

4. For participating in the above e-tendering process, the Contractors shall have to get themselves registered with www.eproc.punjab.gov.in and get user ID, Password.
5. Class 2 and 3 Digital Signature is mandatory to participate in the e-tendering process and it should be valid till tender process is over.
6. For any clarification/difficulty regarding e-tendering process flow, please contact on 0172-2791326/0172-2791226, 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787,email-support-eproc(at)nic(dot)in

**Executive Engineer,
Panchayati Raj Division,
Rupnagar.**

FOR PUBLICATION IN THE NEWS PAPER]

**Government of Punjab
Rural Development and Panchayats Department
Panchayati Raj Engineering Wing**

NOTICE INVITING ON LINE TENDER

Tender No:

Date

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

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1	2	3	4	5	6
	Construction of of Cattle Shed 200'X30'at Village Sukhe Majra, District. Rupnagar	34,000	2,000/-	4 month	17.00

- 2 Important Dates are as under:

- i) The period of availability of Tender on line : From_____to_____ Upto_____ Hours
- ii) The last date and time for on line submission of bid : From_____to_____ Upto_____ Hours
- iii) Date and Time of opening of Technical Bid : From_____to_____ Upto_____ Hours
- iv) Date and Time of opening of Financial Bid : From_____to_____ Upto_____ Hours

- 3 For participating in the above e-tendering process, the Contractors shall have to get themselves registered with www-eproc.punjab.gov.in and get user ID, Password.
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- 6 Interested bidders shall have to purchase the tender documents online from website.
- 7 Corrigendum/Addendum /Corrections, if any will be published on the website.
- 8 All fees like tender fee (Non refundable) and Earnest money shall be paid through ONLINE mode (IPG, Net Banking, NEFT/RTGS, OTC) only. Tenders

Contractor

Witness

Executive Engineer

received with Earnest Money in shape of Demand Draft/Cheque/Postal Order or through other such mode will be directly rejected.

- 9 Bidder shall have to pay the tender processing (non refundable) fee through internet Payment Gateway (Using and Master/Visa Credit/Debit Card) and Internet banking of any bank.
- 10 The Bidding Documents can be down loaded from website: www.eproc.punjab.gov.in
The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be debarred for a period of 6months
- 11 Bids must be submitted online through www.eproc.punjab.gov.in before the time specified in the above table (as per system clock). Department/Service provider does not take any responsibility for the delay caused due to non availability of internet connection or net work traffic for online bids.
- 12 Bidders shall up load scanned copy of all the papers i.e. proof of Earnest Money, Tender Form Fee, Enlistment Certificate, PAN Card, GST Registration Number. and other certificates as required in the eligibility criteria, without which the tenders would not be opened and would be rejected.
- 13 Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent though registered post/e-mail.
- 14 Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website www.eproc.punjab.gov.in and scanned copies of the required documents and qualification information as **per annexure B** should be attached in the technical bid as prescribed in the Bid Document.
- 15 **Standard Bidding Documents (SBD) is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the SBD. The bidders who disagree on the conditions of SBD, cannot participate in the tender.**
- 16 Technical Bids will be opened on-line on the day & time as specified in the above table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
- 17 Bid(s) once submitted online can be resubmitted or withdrawn before bid closing date & time.

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

19 The successful agency will have to get registered himself with Labour Department under Labour Act 1970.

INSTRUCTION TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

- 1.1. The Employer (named in the BDS) invites online bids for the Project/Work(s), as defined in these documents and referred to as “the Project/Work(s)” and detailed in the table given in IFB. The bidders may submit bids for any or all of the Project/Work(s). Bid for each work shall be submitted separately.
- 1.2. The successful bidder will be expected to complete the Project/Work(s) by the Intended Completion Date specified in the Contract Data.
- 1.3. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives(bidder/tenderer, bid/tender, bidding/tendering etc) are synonymous.

2. SOURCE OF FUNDS

- 2.1. The expenditure on the Project/Work(s) will be met from the funds to be released to the Engineering Wing of the Department by the Government of Punjab, Funding agency under the Deputy Director Animal Husbandry Rupnagar.
- 2.2. The Engineering Wing of the Rural Development and Panchayats Department has been authorized to undertake the said work vide letter Memo number:- 569 dated 09/04/2018.

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 a statement **in Form of Bid (Annexure G) and Qualification Information (Annexure B)**, 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, specification and other documents for the Project/Work or being proposed as Project/Work Manager for the contract. A firm that has been

engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

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

4. QUALIFICATION OF THE BIDDER

- 4.1. All bidders shall provide in **Form of Bid (Annexure G) and Qualification Information (Annexure B)** a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology shall include program of construction backed with equipment planning and deployment duly supported with quality assurance procedure 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 attach the following information and documents with their on-line Technical Bid along with the information required as per **details given in Qualification information (Annexure B):**
- A. For Works up to Rs 5.00 Crore:**
- a) Copy of the valid enlistment with Panchayati Raj Public Works Circle, Punjab under appropriate Class and Category of work. **For L/C societies, valid enlistment with appropriate authority as notified by Co-operative Department from time to time.**
- B. For Works above Rs 5.00 Crore:**
- 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 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 or lease deed of machinery proposed for deployment for execution of work.
 - d) Qualification 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 statement and auditor's reports for the past 5 (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 up to 25% of contract value of work, during implementation of work.

h) Authority to seek references from the Bidder's banker(s).

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/undertaking
 - i) That the bidder not having been black-listed by any Government/Semi Government Organization/Corporation at any stage and/or debarred by the Engineering Wing of the Rural Development and Panchayats Department.
 - ii) That information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
- c) GST Registration Number issued by concerned department.
- d) EPF registration certificate from Provident Commissioner.
- e) 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 up to Rs 5.00 Crore;

- a) Copy of the valid enlistment with Panchayati Raj Public Works Circle, Punjab under appropriate Class and Category of work. For L/C societies, valid enlistment with appropriate authority as notified by Co-operative Department from time to time.

B. For works above Rs 5.00 Crore:

- a) achieved a minimum annual financial turnover (in all classes of civil engineering, construction work only) equal to 40% of the estimated cost of work in any one of the last three(3) financial years immediately preceding the Financial Year in which bids are invited

[For Lump sum works estimated cost is not to be disclosed, this amount should be given in figures];

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

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

or

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

or

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

The values of works can be updated current price levels by enhancing the value of executed works at the given in the BDS;

*[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 current price levels by enhancing the value of executed works at the given in the BDS;*

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

*[The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in **clause 4.1** above to allow the employer to review the proposals. The number, 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 requirement];*

- 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 **the BDS**.

(Credit limit/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) Submit an undertaking that he will be able to invest minimum cash up to 25% of contract value of work, during implementation of work.

- g) Bidder should also give an undertaking 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/attached with his technical bid-**

- a) an undertaking that his available bid capacity, calculated as per **clause 4.4 below**, is more than the estimated value of the project/work (**as specified in BDS**);
- b) the proof of PAN issued by Income Tax department;
- c) Affidavit/undertaking
 - i) That the bidder not having been black-listed by any Government/Semi Government Organization/Corporation at any stage and/or debarred by the Engineering Wing of the Rural Development and Panchayats Department;
 - ii) That information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
- d) the proof of his valid GST Registration Number issued by concerned department;
- e) the proof of his valid EPF registration with the Provident Commissioner;
- f) an undertaking that he agrees to the terms and conditions of bidding document including the technical requirement and in case there is anything contradictory in his technical proposal with respect to the conditions of bidding document, the latter shall prevail.
- g) The undertaking/affidavit/documentary proofs required as per the qualifying conditions laid down in the Conditions of Particular Application.

4.4. Bid Capacity:

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

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

Where

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

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

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

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

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

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

5. ONE BID PER BIDDER

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

6. COST & SUFFICIENCY OF BIDDING

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

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

7. SITE VISIT

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

B. BIDDING DOCUMENTS

8. CONTENTS OF BIDDING DOCUMENTS

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

SN	Particulars
Section I	Form of Agreement
Section II	Annexure to the Agreement
Annexure A	Invitation for Bid/Instructions to the Bidder
Annexure B	Qualification Information
Annexure C	Memorandum of Work
Annexure D	General Conditions and Clauses of Contract
Annexure E	Securities and Other Forms
Annexure F	Technical Conditions, Specifications and Requirements
Annexure G	Financial Bid
Annexure H	Bill of Quantities
Annexure I	Preliminary Drawings

8.2. The bidder is expected to examine carefully all instructions, conditions of contract, BDS, forms, terms and technical specifications, bill of quantities, forms, Annexure 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 to the requirements of the Bid Documents shall be rejected

9. CLARIFICATION OF BIDDING DOCUMENTS

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

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

- a) The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the BDS.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The bidder is requested to submit any question/queries in writing or by cable/e-mail to reach the Employer not later **than three(3)** days before the meeting.
- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the website. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Engineer exclusively through the issue of an Addendum/Corrigendum pursuant to **clause 10 of ITB and** not through the minutes of the pre-bid meeting.
- e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. AMENDMENT OF BIDDING DOCUMENTS

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

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

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

C. PREPARATION OF BIDS

11. LANGUAGE OF THE BID

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

12. DOCUMENTS COMPRISING THE BID

12.1. The bid to be submitted on-line by the bidder as per Annexure G of the Bid document (refer clause 8.1) shall comprise scanned copies of the following in two separate parts:

Part I: Technical Bid -

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

Envelope I (b) Essentially the following document:

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

Part II : Financial Bid

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

- (i) Financial Bid (percentage rate at par, below or above the estimated cost) written both in figures and words in the prescribed Form of Price Bid as specified in Annexure G.

12.2. **All other documents that are part of the bidding document and are not submitted with the bid, shall be deemed to be part of the bid.**

13. BID PRICES

13.1. The contract shall be for the whole Project/Work as described in Clause 1.1 of ITB, based on the tentative Bill of Quantities/at the lump sum price submitted by the Bidder online. The contractor shall be bound to complete the whole work as described in the scope of work including additional items, if any, as per drawings and instructions. The certificate of completion issued by the engineer-in-charge shall be conclusive proof of completion of work.

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

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

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

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

13.4. The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions, if any, 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 **specified in the BDS** after the deadline date for bid submission specified in **Clause 20**. A bid valid for a shorter period shall be rejected by the Engineer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to **Clause 12.1(iv)** and the Form of Bid submitted by the bidder, the period mentioned in the undertaking shall be considered as bid validity period of the bid by the bidder.

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

be required to extend the validity of his bid security for a period of the extension and in compliance with Clause 16 in all respects.

16. BID SECURITY (EARNEST MONEY)

16.1. The bidder shall furnish, as part of his Bid, a Bid Security (Earnest Money) **as specified in the BDS**, in the amount and currency **specified in the BDS**. This Bid Security shall have to be paid through ONLINE mode.

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 preferably **within 28 days** of the end of the bid validity period specified in 15.1.

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

16.5. The Bid Security may be forfeited.

- a) If the Bidder withdraws the Bid or seeks to modify, alter, add or subtract or put any rider on any ground whatsoever, after Bid opening during the period of Bid Validity; or
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) sign the Agreement; or
 - ii) furnish the required Performance Security

17. ALTERNATIVE PROPOSALS BY BIDDERS

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

18. FORMAT AND SIGNING OF BID

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

D. SUBMISSION OF BIDS

19. SUBMISSION SEALING AND MARKING OF BIDS

- 19.1. The Bidder shall place two separate digitally signed files marked “Technical Bid (Envelope-I)” and “ Financial Bid (Envelope-II)”
- 19.2. The contents of Technical and Financial Bids will be as specified in **Clause 12.1**. All documents are to be signed digitally by the bidders.

20. DEADLINE FOR SUBMISSION OF THE BIDS

- 20.1. Complete Bids (including Technical and Financial) shall be received by Engineer online not later than the date and time **indicated in the BDS**. In the event of the specified date for the submission of bids declared a holiday for the Engineer, the Bids will be received up to 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. The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

E. BID OPENING AND EVALUATION

22. BID OPENING

- 22.1. The Engineer shall open the bids online and the same shall be evaluated by Tender Processing Committee (TPC)/Engineer **as specified in the BDS**. The bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place **specified in the BDS** in the manner specified in **Clause 20 and Sub Clause 22.3 below**. In the event of the specified date of Bid opening being declared a holiday for the Engineer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2. The Part-I containing Qualification Information/“Technical Bid” shall be opened 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 or is incomplete, the remaining bid documents will not be opened and the bid will be rejected.

22.3. (i) The bids accompanied with valid tender fee and bid security will be taken up for 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 tender fee/bid security by the issuing Bank, if such confirmation is considered desirable by the TPC/Engineer.

(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.

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

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

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

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

23. PROCESS TO BE CONFIDENTIAL

23.1. Information relating to the examination, clarification, evaluation, and comparison of 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 processing the Bids, or award decisions may result in the rejection of his bid.

24. CLARIFICATION OF FINANCIAL BIDS

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

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

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

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

- a) which affects in any substantial way the scope, quality, or performance of the Works;
- b) which limits in any substantial way, inconsistent with the Bidding documents, the Engineer's right or the Bidder's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

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

26. EVALUATION AND COMPARISON OF FINANCIAL BIDS

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

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

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

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

F. AWARD OF CONTRACT

27. AWARD CRITERIA

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

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

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

29. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

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

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

29.3. The agreement will incorporate all relevant correspondence between the Engineer and the successful Bidder. It will be signed within **15 days** following the notification of award along with the Letter of Acceptance.

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

30. PERFORMANCE SECURITY

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

- a Bank Guarantee in the form given in **Annexure E**; or
- **Fixed Deposit Receipt as indicated in BDS.**
- **Retained from the amount due against the work done but prior to release of any kind of payment made towards the work done**

30.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either

- a) at the Bidder's option, by a Nationalized/Scheduled Indian Bank or
- b) foreign bank located in India and acceptable to the Employer and the same shall be valid for 28 days from the date of expiry of Defect Liability Period.

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

31. CORRUPT OR FRAUDULENT PRACTICES

31.1. The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a **Contract with** the Engineering Wing of the Rural Development and Panchayats Department.

For the purpose of this Clause,

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

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

Bid Data Sheet

ITB Clause Reference	Bid Data
ITB 1.1	The Employer is: Chief Engineer Department of Rural Development and Panchayats, Punjab
ITB 1.1	The name of the contract is Construction of Construction of of Cattle Shed 200'X 30'at Village Sukhe Majra, District. Rupnagar
ITB 3.3	Consortium/Joint Venture Companies are not allowed.
ITB 4.2 C(f)	The details of available bid capacity not required
ITB 4.3B(a)	The minimum turn over amount should be Rs NA.
ITB 4.3B (b)	The "similar works" mean Building works
ITB 4.3B (b)	The minimum value of one similar work is Rs..... NA.
ITB 4.3B (b)	The minimum value of two similar work is Rs..... NA.
ITB 4.3B (b)	The minimum value of three similar work is Rs..... NA.
ITB 4.3B (b)	The value of work may be enhanced at simple rate of .....per annum N.A
ITB 4.3 b (e)	Minimum liquid assets and/or availability of credit facilities should be Rs.N.A.
ITB 4.3 C(a)	The undertaking regarding available bid capacity is required/not required
ITB 4.4	The value shall be updated at simple rate of .....per annum N.A
ITB 9	Name of the Office and Address:- Executive Engineer Panchayati Raj Division ZP complex Rupnagar, 140001 (PB)
ITB 9.2	The Pre Bid Meeting will take place at following date, time and place: Date: Time: Place: Address: City: State:

	Telephone No: Facsimile No: E-mail Address:
ITB 15.1	The bid validity period is 90 days from the date of opening of Financial Bid.
ITB 16.1	A Bid Security (Earnest Money) amounting to Rs. 34,000/- is required.
ITB 20.1	The bid should be submitted latest by (Date & Time)
ITB 22.1	The Technical Bid will be opened in the office of: Address: Executive Engineer Panchayati Raj Division ZP complex Rupnagar, 140001 (PB) Telephone No: 01881- 500255
ITB 22.3(vi)	The Financial Bid shall be opened in the office of : Address: Executive Engineer Panchayati Raj Division ZP complex Rupnagar, 140001 (PB) Telephone No: 01881- 500255
ITB 30.1	The Performance Security shall be in the name of : Executive Engineer Panchayati Raj Division Rupnagar

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

(Reference ITB-4)

(Roads Works)

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

Contractor

Witness

Executive Engineer

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

SN	Type of Equipment	Minimum No of Equipment
1.	Concrete Mixture	N.A
2	Tippers	N.A
3	Crane for sinking	N.A
4	Surface Vibrators	N.A
5	Needle Vibrators	N.A

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

SN	Type of Equipment	Minimum No of Equipment
1.	Concrete Mixture	As Per Rules
2	Building hoist	As Per Rules
3	Steel centering & shuttering	As Per Rules
4	Surface Vibrators	As Per Rules
5	Needle Vibrators	As Per Rules
6	Water tanker	As Per Rules

Note-

1. The requirement of machinery will be works specific to be identified by the Engineer and approved by the Employer.
2. The agency will have to produce the original documents regarding the ownership or ease deed of the above said plant & equipments on the date of receipt of bids failing which his bid will be rejected.

Annexure -II

Contractor

Witness

Executive Engineer

TYPICAL INDICATIVE LIST OF KEY PERSONNEL TO BE DEPLOYED ON CONTRACT WORK
(Reference ITB-4) (Roads Works)

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

(Reference ITB-4) (Bridge Works)

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

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

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

Contractor

Witness

Executive Engineer

ANNEXURE - B

QUALIFICATION INFORMATION

Contractor

Witness

Executive Engineer

QUALIFICATION INFORMATION

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

Pre-qualification document contains 11 numbers of forms as follow:

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

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

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

- iii) While submitting the Qualification Information duly filled in, applicant shall enclose latest copies of brochures of their firms and technical documentation if any giving additional information and proper reference to the brochures.
- iv) Each page of Qualification Information shall be duly signed by the applicant or his authorized representative.
- v) Costs incurred by applicant(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Employer.
- vi) Incomplete bids shall be summarily rejected.
- vii) The language for submission of application shall be English.
- viii) The enclosed Forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as ‘not applicable’.

- ix) Financial data, Project/Work costs, value of works, etc. should be given in Indian Rupees only except for Works carried out abroad for which figures may be furnished in United States Dollars (USD). Deemed Export Project/Works procured against International Competitive Bid, though executed within the country and where the currency of bid/contract is US Dollars or other convertible currency shall be considered as “Works Abroad.”
- x) If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- xi) If the bid is made by a limited company or a corporation, it shall be signed by a duly authorized person holding the proper/legal and valid authorization for signing the application, in which case a certified copy of the proper/legal and valid authorization should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence like copy of Certificate of Incorporation before the contract is awarded.
- xii) The information furnished must be sufficient for the satisfaction of the Employer to show that the bidder is capable in all respects to successfully complete the envisaged work.

FORMAT (1-1)**GENERAL INFORMATION**

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

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

- a) Shareholding pattern or percentage of shares held by the individual partners.
- b) Firms interests in other areas of business
- c) If, they represent a group of companies all the relevant details.

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

1	Name of Firm Place of incorporation/ registration Year of incorporation/ registration
2	Head/ Registered Office Address Telephone No Fax, e-mail
3	Name of Contact Person(s) Correspondence Address Telephones Fax, e-mail E- mail

Nationality of Owners (*)		
Name		Nationality
1		
2		
3		

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

(Applicant/Bidder)

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 Director, position of director, position of officers.		..... ..... .....
3.	No of years of experience		
	(a)	As a Prime Contractor (Contractor shouldering major responsibility	.....
		(i) In own country	.....
		(ii) other countries (specify country)	.....
	(b)	In a Joint Venture	
		(i) In own country	.....
		(ii) other countries (specify country)	.....
	(c)	As Sub - Contractor (specify main Contractor)	
		(i) In own country	.....
		(ii) other countries (specify country)	.....
4.	For how many years has your organization been in business of similar works under its present name?		..... .....
5	Have you ever left the work awarded to your incomplete? (If so, give name of Project/Work and reasons for not completing the work)		.....
6	In which fields of civil engineering construction, do you claim specialization and interest		..... .....
7	Give details of your soil and material testing laboratory, if any (include full range of equipment available; ' make', year, latest calibration date and financial conditions details etc including present status indicating their availability for the contract (s) being applied for)		..... ..... .....
8	Give Details of your experience in similar works.		..... ..... .....

(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 of ITB)

S N	Financial Year	Turn over (Rs)
1.		
2.		
3.		

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

(Applicant/Bidder)

FORMAT 2-2

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

Name of Applicant :

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

(Ref: Clause 4.2 of ITB)

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

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

(Applicant/Bidder)

FORMAT 2-3

PARTICULAR CONSTRUCTION EXPERIENCE RECORD

S No	Detail of work	Amount (Rs)

FORMAT 2-4

EQUIPMENT AVAILABILITY OR ACCESS COMMITMENT

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

Note: Only major equipment needs to be reported here.

(Applicant/Bidder)

Contractor

Witness

Executive Engineer

FORMAT 2-5**AVAILABILITY OF PERSONNEL**

SN	Personnel	Number of Persons	Educational Qualification
1.	Project/ Work Manager		
2.	Site Engineer		
3.	Plant Engineer		
4.	Quantity Surveyor		
5.	Survey Engineer		
6.	Quality Assurance Engineer		
7	Pre-casting yard Engineer		
8			
9			
10			
11			
12			
13			
14			
15			

(Applicant/Bidder)

Contractor

Witness

Executive Engineer

FORMAT (2-6)

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

BANK CERTIFICATE

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

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

Name of the Bank :

Senior Bank Manager :

Address of the Bank :

.....

.....

Phone & Fax No. :

FORMAT (2-7)**SUMMARY SHEET**

Current Contract commitments / works in progress

Name of the Applicant: _____

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

S N	Name of the Contra ct, Locatio n and Nature of the work	Contra ct No & Date	Percentage and amount of participati on of firm in the Project/W ork	Percenta ge and amount sub- contract ed by the firm	Name and Address of client (includi ng Tel /Fax, e- mail no)	Contra ct Value (Rs)	Length of the Project/W ork	Stipulate d date of completi on	Value of outstandi ng work	Estimate d completi on date
1	2	3	4	5	6	7	8	9	10	11

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

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

FORMAT 2-8**AFFIDAVIT/UNDERTAKING***

1. I/we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
3. The undersigned 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/Work implementing agency.
4. The undersigned binds himself with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and agrees to augment them, if found necessary for timely completion of the Project/Work, as desired by the Engineer/Employer.
5. The undersigned also hereby certifies that our firm M/s have not been black-listed by any Govt. /Semi Govt. Organization/Corporation at any stage and/or debarred by the department of Engineering Wing of the Rural Development and Panchayats Department, Punjab.

_____ (Signed by an Authorized Officer of the Firm)

Title of Officer _____

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 up to
Rs. lacs during implementation of the Contract.

(Signed by an Authorized Person of the Firm)

Title of Authorized Person

Name of Firm

Date

Contractor

Witness

Executive Engineer

ANNEXURE - C

MEMORANDUM OF WORK

Contractor

Witness

Executive Engineer

MEMORANDUM ON ESTIMATED COST, EARNEST MONEY DEPOSIT, SECURITY DEPOSIT, PERFORMANCE GUARANTEE DEPOSIT

I/We hereby offer to execute for the Department of Rural Development & Panchayats, the work specified in the under written Memorandum, within the time specified in such memorandum, at the rates entered in the financial bid, in all respects as per the specification, design, approved drawings, instructions in writing and conditions of contract.

Memorandum

General Description	Construction of Construction of of Cattle Shed 200'X 30'at Village Sukhe Majra, District. Rupnagar
a) Estimated cost	17.00 Lac_____
b) Earnest money	@ 2% of the estimated cost of the project
c) Security deposit	@ 5 % of the amount work done
d) Performance guarantee	@ 5 % of allotted amount
e) Deduction to be made from running bills.	Income Tax, Works Contract Tax /GST, Labour Cess or any other taxes as applicable from time to time.
f) Time allowed for completion from the date specified in the Acceptance letter issued to the Contractor/ bidder	04 month

Should this offer be accepted in whole or in part, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract and all the terms provisions contained in the detailed "Notice Inviting Tender" and /or in default there to forfeit and pay to Engineer in Charge or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs.—34,000/- is hereby forwarded as Earnest money which are paid through ONLINE mode.

I/we agree that the full value of Earnest money will be forfeited without prejudice to any other right of remedies to the Engineer in Charge or his successor in office, should I/we (i) withdraw or modify my/our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer or (iii) fail to commence the work within 10 days of the issue of acceptance of my/our offer, otherwise the said Earnest money shall be retained by him towards security deposit against clause (d) of the above memorandum.

Dated -----

Signature of the Contractor/ bidder.

Witness -----

Address -----

Address -----

Occupation -----

Telephone -----

I hereby accept the above offer on behalf of the Department

Dated -----

Signature:
**Designation: Executive Engineer,
Panchayati Raj Division,
Rupnagar**

ANNEXURE - D

**GENERAL CONDITIONS
AND
CLAUSES OF CONTRACT**

Contractor

Witness

Executive Engineer

CONDITIONS OF CONTRACT

Definitions

- i. The "Contract" means the documents forming the tenderer offer and acceptance there of constituting a binding contract between the Engineer-in-charge, and the Contractor/bidder. The tender documents including the conditions, the preliminary/approved engineering drawings, design & specification supplemented with instructions issued from time to time by the Engineer-in-charge shall be binding on the parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
- ii. The "Common Schedule of rates" Shall mean a printed document containing rates of different items of works pertaining to different Branches of Punjab PWD i.e. Irrigation, B&R (Building & Roads Branch) and Department of Water Supply and Sanitation and approved by the committee on direction of Chief Engineers of these PWD Branches and the Punjab Government.
- iii. The "Completed works" shall mean the work completed in all respect including commissioning, as per laid down specifications, approved drawings, approved NIT, and to the entire satisfaction of the Engineer-in-Charge. **(However this excludes operation and maintenance period).**
- iv. The "Contractor/ bidder" shall mean the individual or firm or company whether incorporated or not undertaking the work and shall include the legal personal representative or the persons comprising such firm or company or the successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
- v. The "Completion date" is the date when the Engineer-in-charge certifies that the work has been put to use after receipt of information from the contractor regarding its completion.
- vi. "Communications" between parties are written and signed letters, notices, reminders, **memoranda** and instructions recorded in the instruction book or books kept at site.
- vii. "Days & months" are calendar days and calendar months.
- viii. The "Engineer-in-charge " mean the Executive Engineer concerned, who shall supervise the work and administer the contract with the assistance of his authorized subordinates who shall be in-charge of the work and shall sign the contract on behalf of the Department
- ix. "Government/DRDP" means Department of Rural Development and Panchayats, Punjab Government.

- x. The "Site" shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allowed to be used for the purpose of carrying out the contract.
- xi. The "Start date" is the date when contract came in to existence upon the issue of "letter of acceptance" by the Engineer-in-Charge and as notified in the letter of allotment.
- xii. "Schedule of item of work" shall mean the item of work to be executed at site of works pertaining to work allotted to the contractor.
- xiii. The "Works or work" shall unless the context otherwise requires mean what the Contractor/ bidder is required to execute and hand over to the Department.

Note: - In interpreting these "Clauses of contract" singular also means plural, male means female and vice versa.

CLAUSES OF CONTRACT

CLAUSE-1 Performance Guarantee and Security

The Contractor/ bidder, whose tender is to be accepted, shall furnish: -

- i) A bank Guarantee of Scheduled Bank in the prescribed format (specimen form attached) in favour of *“Executive Engineer, Panchayati Raj, Rupnagar”* for an amount of equivalent to 5% of the amount of the allotted work valid up to six months beyond the date of completion (Time Limit) to cover the amount of liquidated damages and/or the compensation of the breach of contract. No payment for work done of any kind shall be released till such Guarantee is furnished.
- ii) A cash Security at 5% of the amount of the contract inclusive of the Bid Security [Earnest money] initially deposited with the bid to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work, which has been executed to be progressively deducted @ 5% in all payments after affording credit for the initial Bid Security [Earnest money]. The security will be refunded minimum after one year of the completion of work with removal of all defects/imperfections /shortcomings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate fo the Engineer-in-Charge would be conclusive and after satisfactory winding up of the contract as provided in clause 6-A to the entire satisfaction of the Engineer-in-charge.

CLAUSE- 2 Compensation for Delay

The time allowed for carrying out the work shall be the essence of the contract and shall be strictly observed. It shall be reckoned from the date on which the order to commence the work is given to the Contractor/ bidder who shall ensure all due diligence to achieve progress of work not less than indicated below:

- a. On lapse of 25% contractual time: 20%
- b. On lapse of 50% contractual time: 50%
- c. On lapse of 75% contractual time: 80%
- d. On lapse of full contractual time: 100%

In case of default, the Contractor/ bidder shall not withstanding issuance of a prior notice in this regard, pay prospectively as liquidated damages, an amount up to 1% of the amount of contract or such lesser amount that the Engineer-in-charge may levy, for every week that the work remains un-commenced after **ten days** of acceptance letter or the minimum progress of work stated above is not achieved or the work remains unfinished after the completion date. In case of continued default or shortfall in progress, the Engineer-in-charge may go on enhancing the levy, of liquidated damages prospectively, 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 amount of the contract. The Superintending Engineer in charge of the work on representation

from Contractor/ bidder after hearing both the parties i.e. Engineer-in-charge and Contractor/ bidder may reduce the amount of liquidated damages and his decision in writing shall be final.

CLAUSE- 3 Breach of Contract-Levy of Damages

The Engineer-in-charge may, without prejudice to other right and remedies, under the provisions of the contract or otherwise after issuing a notice in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of 5% of the amount of the contract, if the Contractor/ bidder commits breach of contract under any clauses of the contract or in any of the following cases: -

- i) If the Contractor/ bidder suspends the execution of the work and in-spite of having been given a notice in writing by the Engineer-in-charge fails to resume the work within ten days of the issue of the said notice.
- ii) If the Contractor/ bidder, having been given a notice in writing by the Engineer-in-Charge fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un-workman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- iii) If the Contractor/ bidder being a company shall pass a resolution or a court shall make an order to the effect that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or manager to make a winding up order.
- iv) If the Contractor/ bidder commits any of the acts or defaults mentioned in clause 21 and 24 thereof.

Provided further, that in case action under clause 2 as aforesaid levy of liquidated damages is also taken, total amount of liquidated damages and compensation for breach of contract under both the clauses shall be limited to 7.5 percent of the amount of the contract or the amount available with the Department including Bank Guarantee which ever is less. The requisite amount for which the Contractor/ bidder may become liable shall be realized by en-cashing the Bank Guarantee furnished by the Contractor/ bidder, as specified in clause-1 above and/or from other amounts due to the Contractor/ bidder in respect of this work or any other work, undertaken for the Department.

After the termination of the contract under this clause, the department shall be at liberty to

- i) get the balance work executed through some other contractual agency or through departmental means or to
- ii) abandon the balance work altogether or to

- iii) Modify the design and scope of the work in any manner.
- iv) The Contractor/ bidder shall have no claim against the department for treating the work in any manner deemed fit.

CLAUSE - 4 Liability of Contractor/ bidder and Powers to Take Over and Dispose off Contractor/ bidder Plant

In any case, in which any of the powers conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers, shall not withstanding, be exercisable in the event of any future case or default on the part of the Contractor/ bidder, for which by any clause or clauses, hereof, he is declared liable to pay compensation and the liability of the Contractor/ bidder for past and future compensation shall remain unaffected.

In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the proceeding clauses, he may if he so desires after giving a notice in writing to the Contractor/ bidder take possession of any or all tools, plant, materials and stores in or upon the works or the site thereof belonging to the Contractor/ bidder and his sub contractors or produced by him and intended to be used for execution of the work on any part hereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate hereof shall be final. Other wise the Engineer-in-charge may, by giving a notice in writing to the Contractor/ bidder or his agent at the site of work, require him to remove such tools, plants, materials of stores from the premises within the time specified in notice. In the event of the Contractor/ bidder failing to comply with any such requisition, the Engineer-in-charge may get them removed at the Contractor/ bidder's expense or sell them by auction or private sale on account of the Contractor/ bidder and at his risk in all respects. The certificate of the Engineer-in-charge as to the expense of any such removal and the amount of proceeds and expense of any such sale shall be final & conclusive against the Contractor/ bidder.

CLAUSE - 5 Extension of Time

If the Contractor/ bidder shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Engineer-in-charge (with corresponding time extension in Performance Bank Guarantee) within thirty days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extension as aforesaid and the Superintending Engineer in charge shall, if in his opinion (which shall be final) on reasonable grounds be shown therefore authorize such extension of time, as may in his opinion be necessary or proper. No application for extension of time received late or addressed to any officer other than the Engineer-in-charge shall be considered valid. If the Contractor/ bidder fail to apply for extension as aforesaid and

the work is not completed within the time limit, the contract shall be determined absolutely after action under clauses 2 and 3 above.

CLAUSE - 6 Completion Certificate

Within ten days of the completion of work, the Contractor/ bidder shall give notice of such completion to the Engineer-in-charge & within 30 days of the receipt of such notice, the Engineer-in-charge shall inspect the work and if there is no defect in the work, shall furnish the Contractor/ bidder with a certificate of completion, otherwise a provisional certificate of completion indicating the defects (a) to be rectified by the Contractor/ bidder and/or (b) for which payment will be made at reduced rates shall be issued. However no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the Contractor/ bidder shall have removed from the premises on which the work has been executed, all scaffolding, surplus material, rubbish and all huts & sanitary arrangements set-up for his labour on the site (except that required for operation and maintenance of the scheme) and cleaned of the dirt from all wood-work, doors and windows walls, floor or other parts of the building in upon or about which the work is to be executed or of which he may have had possession for the purpose of execution there of and not until the works shall have been measured by the Engineer-in-charge. If the Contractor/ bidder shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangements and cleaning off as aforesaid before the date fixed for the completion of work, the Engineer-in-charge may, at the expense of the Contractor/ bidder get cleared off such dirt as aforesaid and the Contractor/ bidder shall forth will pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials so aforesaid except for any sum actually realized by the sale proceed thereof.

CLAUSE - 6A Winding-Up of the Contract

On completion of work, the Contractor/ bidder shall hand over the same to the Engineer-in-charge or his authorized representative free from all defects, shortcomings or imperfections. He shall clear the site of all-temporary works, pits, Godowns, offices, sanitary, scaffolding, debris, waste materials and installations. He shall also furnish the following documents duly signed by him or his authorized representatives:-

- i) Completion drawings showing the work as finally constructed.
- ii) Variation statement showing the altered items, if any, against those provided in the original drawings.
- iii) Original site instructions book
- iv) Original registers for various quality control tests as specified.
- v) Junction book.

CLAUSE – 7 Payments on Intermediate Certificates Regarded as Advances

No payment shall be made for a work estimated to cost less than rupees twenty thousand till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty thousands the Contractor/ bidder shall on submitting a bill there-of be entitled to receive a monthly payment proportionate to the part thereof the time limit than executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum payable shall be final and conclusive against the Contractor/ bidder. But all such 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-in-charge under these conditions or any of them as to the final settlements and adjustment of the accounts or otherwise or in any other way, vary or affect the contract. The final bills shall be submitted by the Contractor/ bidder within one month of the date fixed for completion of the work, otherwise the certificate of the Engineer-in-charge with regards to measurements and the total amount payable for the work shall be final and binding.

CLAUSE- 8 Bills to be submitted monthly

A bill shall be submitted by the Contractor/ bidder each month on or before the tenth day or any other date fixed by the Engineer-in-charge accompanied by the following documents: -

- i) Measurements and quantities of items of work done since last bill.
- ii) Copies of quality control tests, if any, in specified format covering the work done since last bill.
- iii) Copies of the instruction recorded in the site instruction book containing the instructions and compliances made thereof covering the work done since last bill.

A bill, which is not accompanied with the above documents, shall not be entertained.

The Engineer-in-charge shall get the bill verified, if possible, within 10 days from its presentation and the contractor/ bidder shall be required to sign the corrections made, if any, in token of its acceptance, before releasing or adjusting the payable amount. The payment of 50% received amount from the funding agency will be released within 30 days from the presentation of the bill. Presently 50% of funds of the estimated amount are available with this office. The remaining amount shall be released by funding agency after 50% completion of the work. The contractor has to start the remaining 50% of the work on the receipt of remaining funds from the funding agency

CLAUSE- 9 Bill to be on Printed Forms/Extra Items

The Contractor/ bidder shall submit all bill on the printed/typed forms to be had on application from the office of the Engineer-in-charge and the rates in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered, in pursuance of these conditions and not mentioned or provided for in the tender at the rates here in after provided for such work.

The Contractor/ bidder shall deliver in the office of Engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract a return showing details of any work, to be charged of extra with value based upon the rates and prices mentioned in the contract or in the common schedule of rates, applicable to the location of work on the date of tender. The Contractor/ bidder shall include in such return particulars of all demands of whatever kind and who so ever arising, which at the date thereof he has in respect of or in any manner arising out of execution of work. The Contractor/ bidder shall be deemed to have waived off all claims not included in such return and will have no right to enforce any such claim not so included whatsoever be the circumstance.

CLAUSE-10 Arrangement of Material

All the material required for the execution of work such as steel, cement, electrical and mechanicals etc. will be arranged by the contractor/ bidder at his own level, cost of which will be included in the bid. No extra payment on this account will be paid by the department. In case of curtailment of scope of work, material so arranged will not be the liability of the Department. Any material rejected shall under all circumstances lie at the risk of the bidder from the moment of such a rejection and if the bidder does not remove such material within a period of 7 days, the Engineer-in-charge may dispose of such material in anyway at the bidder's risk and cost. The engineer-in-charge shall also be entitled to recover handling and storage charges if incurred during which period the rejected material is not removed.

CLAUSE-10A Secured Advance

The Contractor/ bidder on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid, during the execution of work up to 75% of the estimated value of any materials, which in the opinion of the Engineer-in-Charge non-perishable under Para 2.105 of P.W.D. code coupled in accordance with the requirement with rule 7.37 of D.F.R. (Financial Hand Book No. 3) of the contract and which have been procured and adequately stored against damage, but which have not been incorporated in work at the time of making advance. Its recovery shall be made from running bills as per provision in the DFR. No secured advance shall be given for the cement. The indemnity bond should be signed by:

- All Directors including non-working Directors in case of Private Ltd. Company.

- Director in case of Public Limited Companies.
- Proprietor in case of individual firms.

CLAUSE-10B Mobilization Advance

On application of the contractor, Mobilization advance at the rate of 5% of the quoted may be paid to the contractor at an interest of eighteen percent per annum after the fulfillment of following conditions before payment:

- i) The contractor shall have physically completed at least two percent of the value of work.
- ii) The contractor shall have collected at site useable machinery and materials valuing at least 5% of the value of work and same may be hypotheticated to the engineer-in-charge by designation.

The material shall not be pledged for obtaining secured advance.

Recovery of such mobilization advances along with interest at the rate of 18% compounded quarterly shall start on pro-rata basis from the running bills of the agency after 20% of the work is completed and the recovery shall be completed when 80% of the work is complete as per financial progress. The contractors/constructing agencies should state the modalities by which they intend to make use of the mobilization advance in this work. The cost wise break up of the expenditure proposed to be incurred for the equipment/machinery/manpower to be brought at site should be stated along with the tender. The mobilization advance shall be released in two equal installments and the final installment shall be released only after the entire amount of the first installment is spent to the entire satisfaction of the Engineer-in-charge towards the equipment/ machinery/manpower actually brought at the site of work.

CLAUSE-11 Work to be executed in Accordance with Specifications, Drawings Order etc.

The Contractor/ bidder shall execute the whole and every part of the work in the most substantial and workman like manner both as regards, materials and labour and otherwise in every respect in strict accordance with Punjab PWD specifications latest edition. The Contractor/bidder shall also conform exactly, fully and faithfully to the designs, approved drawings and instructions in writing, relating to the work signed by the Engineer-in-Charge and lodged in his office and to which the Contractor/ bidder shall be entitled to have access during the office hours or on the site of work. The Contractor/ bidder shall be furnished free of charge five copies of all such drawings and such specifications and estimates.

For ensuring the requisite quality of construction, the materials used in works shall be subjected to quality control tests for materials and workmanship tests as laid down in Punjab PWD Specifications as amended from time to time or relevant standards laid down by the Bureau of Indian Standards or instructions issued by the Engineer-in-Charge. The Contractor/ bidders shall provide all help and assistance in proceeding with required tests.

The Contractor/ bidder shall set up a quality control field laboratory equipped with the requisite test equipment and employ trained staff to carry out periodical tests as per directions and procedures laid down in Punjab PWD specification/relevant IS Codes. The records shall be maintained in the prescribed formats and copies thereof covering the work done each month shall be submitted with the bills.

CLAUSE -11A Removal of Employees/Workmen

The Engineer-in-Charge shall have full powers at all times to object to the employment of any workmen, foremen or other employees on the work by Contractor/ bidder, and if the Contractor/ bidder shall receive notice in writing from the Engineer-in-Charge requiring the removal of any such person from the work, the Contractor/ bidder shall comply with the order forth with. No such workmen/foremen or other employees, after his removal from the works by order of the Engineer-in- Charge shall be re-employed or re-instated on the work by the Contractor/ bidder at anytime except with the previous approval in writing of the Engineer-in-Charge. The Contractor/ bidder shall not be entitled to demand the reason from the Engineer-in-Charge for requiring the removal of any such workman/foreman or any other employee.

CLAUSE -12 Alterations in Specification & Designs

The Engineer-in Charge shall have power to make any alterations, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of work, and the Contractor/ bidder 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 or substitutions shall not invalidate the contract and any altered additional or substituted work shall be carried out by the Contractor/ bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in tender for 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-in-Charge shall be conclusive as to such proportion. The rates for such additional, altered or substituted work shall be determined in accordance with the following provision in their respective order:

- i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the Contractor/ bidder is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii) If the rates cannot be determined as provided in the (i) and (ii) above, then such work shall be paid at the rates entered in the common schedule of the rates minus/plus the percentage rate at which the bid has been accepted.
- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i), (ii) and (iii) above, then the Contractor/ bidder shall within 7 days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate or rates which he intends to charge for such class of work supported by analysis of the rate in support of rates claimed. The Engineer-in-Charge shall determine the rates or rate on the basis of prevalent market rates and pay the Contractor/ bidder accordingly.

The criteria for preparing the above analysis of rates is illustrated below:

A) Material

- i) Cost of material Minimum Market Rate [as certified by SDO] plus carriage including loading, unloading and stacking at site plus GST and other taxes as applicable.
- ii) Wastage As determined by engineer in charge.
- iii) Contractor Profit @ 10% on i) and ii) above.

B) Labour

- iv) Labour
 - a) if the labour rate exist in Punjab CSR it would be taken as such.
 - b) if the labour rate does not exist in the Punjab CSR than the cost shall be worked based on actual labour involved for the work at site as determined by the engineer in charge.
- v) Contactor profit on labour @ 21.5% in case of iv (b) which includes his/her profit plus over head expenses (hutting, water and conservancy for the labour, T&P, Medical & Insurance of labour etc)

C) Other Expenses

- vi) Service Tax As applicable.
- vii) Sundry Charges @ 2% on A and B above to cover labour PF, electrical charges/quality control charges and any other contingencies
- viii) Labour Cess As applicable.

Note: No WCT or Income Tax shall be paid which primarily is contractor liability.

However the Engineer-in-Charge, by notice in writing, will be at liberty to cancel the order given to the Contractor/ bidder to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the Contractor/ bidder shall have commenced work or incurred any expenditure in regard there to before the rates shall have been so determined, then in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of dispute, the decision of the Superintending Engineer, Panchayati Raj Circle, Punjab, shall be final.

CLAUSE -13 No Compensation for Alternation in or Restriction in Works

If at any time, after the commencement of the work, the department shall for any reason whatsoever not require the whole or part thereof as specified in the contract to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the Contractor/ bidder, 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 consequences of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

CLAUSE -14 Action and Compensation Payable in case of Bad Work

If it shall appear to the Engineer-in-Charge, or his subordinate in-charge of that work, that any work 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/ bidder for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance, with the contract, the Contractor/ bidder, shall on demand in writing by the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so, within a period to be specified by the Engineer-in-Charge, in his demand aforesaid, the Contractor/ bidder shall be liable to pay compensation at the rate of 1% of the estimated amount of that bad work for every week not exceeding 10 weeks, while his failure to do so shall continue and in the case of such failure, the Engineer-in-Charge 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 expense in all respects of the Contractor/ bidder.

CLAUSE -15 Works to be Open to Inspection

All 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-in-Charge and his senior/subordinates and the Contractor/ bidder shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his senior/subordinates to visit the works shall have been given to the Contractor/ bidder, either himself be present to receive orders and instructions or have a responsible agent, dully accredited in writing, present for that purpose. Orders given to the Contractor/ bidder's agents shall be considered to have the same force as if they had been given to the Contractor/ bidder himself.

CLAUSE -16 Notice to be given before Work is Covered-up

The Contractor/ bidder shall give not less than ten days notice in writing to the Engineer-in-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach or measurement any work in order that the same may be measured and correct dimensions thereof any be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-Charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at the Contractor/ bidder's expense or in default thereof no payment or allowance shall be made for such work or of the material with which the same was executed.

CLAUSE -17 Liability for Damage and Imperfection for twelve Months after Certificate

If the Contractor/ bidder or his workmen shall break, deface, injure or destroy any part of a building in which he may be working or any building, road, fence enclosure or green grasslands, water pipes, cables, drains, electric or telephone posts or wires, trees or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatsoever of any defect, imperfection or other faults appear in the work within twelve months after a certificate final or other of its completion shall have been given by the Engineer-in-Charge the Contractor/ bidder shall make the same good at his own expense or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses incurred both on labour and material (for which the certificate of the Engineer-in-Charge shall be final) from any sums

that may be then due or any other, thereafter may become due to the Contractor/ bidder from his security deposit.

CLAUSE -18 Contractor/ bidder to Supply Materials, Plant, Scaffolding

The Contractor/ bidder shall arrange and supply at his own cost all materials (except such specific materials as may be issued from the stores of the Engineer-in-Charge) plant, tools, appliances, implements, ladders, 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 a 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-in-Charge as to any matter which under these conditions has entitled to be satisfied or which he is entitled to require together with the carriage thereof to and from the work.

The Contractor/ bidder shall also supply free of charge the requisite number of persons with the means and materials necessary for the purpose of setting out works on counting, weighing and assistance in the measurements or examination at any time or from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the Contractor/ bidder and this expense may be deducted from any amount due to the Contractor/ bidder under the contract or from his security deposit. The Contractor/ bidder shall also provide necessary fencing and lights required to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, actions or proceedings to any such persons or which may, with the consent of the Contractor/ bidder be paid to compromise any claim by any such person.

CLAUSE -19 Labour Laws

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

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.

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.

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

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 license from the designated officer. The act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.

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.

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.

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.

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.

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.

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.

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.

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 and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

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.

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 travelling expenses from home up to the establishment and back etc.

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 as notified by the government from time to time. 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 benefit under the act have to be extended to the registered workers within a stipulated time frame preferably within six months. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

CLAUSE -20 Contractor/ bidder Liable for Payment of Compensation to Injured Workman or in Case of Death

In every case in which by virtue of the provision of the section 12, sub section (1) of the workman's compensation Act 1922, the Department is obliged to pay compensation to a workman employed by the Contractor/ bidder in execution of work, Department will recover from the Contractor/ bidder the amount of compensation so paid and without prejudice to the

rights of Department under section 12, sub section (ii) of the said Act, the Department shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sums due by the Department to the Contractor/ bidder whether under this Contractor/ bidder or otherwise Department shall not be bound to contest any claim made against it under section 12, sub section (1) of the said Act except on the written request of the Contractor/ bidder and upon his giving to Department full security for all costs for which the Department might become liable in consequence of contesting such claim.

CLAUSE -21 Work not to be Sub-Let

The Contract shall not be assigned or sublet whole or any part of work without the written approval of the Engineer-in-charge. Employment of labour on piece rate basis shall not however be deemed sub letting. If the Contractor/ bidder shall assign or sub-let his contract or attempts to do so without the approval as aforesaid or become insolvent or commence any solvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan, pre-requisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor/ bidder or any of his servants or agents to any public officer or person in the employment of the Department in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may absolutely there upon terminate the contract as specified in clause-3 and in the event the said course being adopted, the consequence specified in the said clause 3 shall ensure.

CLAUSE -22 Compensation Considered Reasonable Without Reference to Actual Loss

All sum payable by way of compensation under any of these clauses shall be considered as reasonable compensation to be applied to the use of Department without reference to the actual loss or damage sustained and whether or not any damages shall have been sustained.

CLAUSE -22A Deduction of Department Dues on Any Account whatsoever Permissible

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

CLAUSE - 23 Change in Constitution

Where the Contractor/ bidder is a partnership firm, the prior approval in writing of Engineer-in-Charge, shall be obtained before any change is made in the constitution of the firm where the Contractor/ bidder is an individual or a Hindu-Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the Contractor/ bidder enters into any partnership agreement, where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor/ bidder. If prior approval as aforesaid is not obtained, the Contractor/ bidder shall be deemed to have been assigned in contravention of clause 21 hereof and the same action may be taken and the same consequences shall ensure as provided in the said clause 21.

CLAUSE - 24 Directions of the Superintending Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the superintending engineer, Panchayati Raj Circle, Punjab, who shall be entitled to direct at what point or points any in what manner they are to be commenced and from time to time to be carried out..

CLAUSE -25 Disputes & Arbitration

- i) If any dispute or difference of any kind whatsoever shall arise between the Department, its authorized representative and the Contractor/ bidder in connection with or arising out of this contract or the execution of work there under.
- ii) Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall in the first instance be referred for settlement to the Engineer-in-Charge of the work and he shall, within a period of sixty days after being requested in writing by the Contractor/ bidder to do so, convey his decision to the Contractor/ bidder. Such decision in respect of every matter so referred shall, subject to arbitration as herein after provided, be final and binding upon the Contractor/ bidder. In case the work is already in progress, the Contractor/ bidder shall proceed with the execution of the work on receipt of the decision of the Engineer-in-Charge as aforesaid with all due diligence, whether any of the parties require arbitration as hereinafter provided or not.
- iii) If the Engineer-in-Charge has conveyed his decision to the Contractor/ bidder and no claim for arbitration has been filed by the Contractor/ bidder 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/ bidder and will not be a subject matter of arbitration at all.

- iv) If the Engineer-in-Charge fails to convey his decision within a period of sixty days after being requested as aforesaid, the Contractor/ bidder may within further 60 days of the expiry of the first sixty days from the date on which the said request was made by the Contractor/ bidder refer the dispute for arbitration as herein after provided.
- v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in a communication sent through registered -AD. Post, be referred to arbitration of the Superintending Engineer, Panchayati Raj Circle, Punjab, in-charge of the work, acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government/Court, in which event the Administrative Secretary, Rural Development and Panchayats or his authorized representative shall appoint any technical officer not below the rank of Superintending Engineer **or any non technical person that should be an IAS or PCS personal of the State Government having the Pay Scale equal to more than the Pay Scale of the Superintending Engineer as notified at the time of arbitrations** to act as an Arbitrator on receipt of a request from either party.
- vi) **Administrative Secretary, Rural Development and Panchayats or his authorized representative**, shall have the authority to change the arbitrator on an application by either the Contractor/ bidder or Engineer-in-Charge requesting change of the 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 an Arbitrator is filed before the **Administrative Secretary, Rural Development and Panchayats or his authorized representative** and a notice thereof is given by the applicant to the Arbitrator. **Administrative Secretary, Rural Development and Panchayats or his authorized representative** after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously, appointing a technical officer not below the rank of Superintending Engineer or any non technical person that should be an **IAS or PCS personal of the State Government having the Pay Scale equal to more than the Pay Scale of the Superintending Engineer, as notified at the time of arbitrations**, as Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings from the point these were suspended before the previous Arbitrator.

- vii) The reference to the Arbitrator shall be made by the claimant party within 120 days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill the reference to the Arbitrator shall be made within six calendar months from the date of payment of the final bill to the Contractor/ bidder or from the date a registered notice is sent to the Contractor/ bidder to the effect that his final bill is ready by the Engineer In charge (whose decision in this respect shall be final and binding) which ever is earlier.
- viii) It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitration shall specify the dispute based on 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 schedule 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 w.r.t the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- ix) The provisions of the Indian Arbitration Act 1996 or any other statutory enactment there under or modifications thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- x) 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.
- xi) The independent claims of the party other than the one seeking arbitration, as also the counter claims of any party shall be entertained by the Arbitrator.
- xii) The venue of Arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in event of such party’s default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:
 - a. Of the date of completion of the work as certified by the Engineer In charge 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 no 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/ bidder in whole or in part and/or revision or foreclosure of the contract, or
- e. Of receiving an intimation from the Engineer-in-charge that the final payment, due or recovery from the Contractor/ bidder had been determined, for the purpose of payment/adjustment whichever is the latest.
- xv) If the matter is not referred to Arbitrator 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 time for arbitration and even for civil litigation.
- xvi) 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 this contract. The pending arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the contract and to make alternate arrangements for completion of the works.
- xvii) The Arbitrator shall be deemed to have entered on the reference on the day; he issued notices to the parties fixing the first date of the hearing. The Arbitrator may, from time to time with the consent of the parties enlarge the initial time for making and publishing the award.
- xviii) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the, provisions of this clause.

CLAUSE -25A Extra Ordinary Claims

No claim for payment of an extra ordinary nature, such as claims for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of Engineer-in-charge 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 Department of Rural Development & Panchayats, Chandigarh

CLAUSE -26 a) Storage of Cement & Record of Consumption

The record of cement shall be maintained for each site.

CLAUSE - 27 Lump sum in Estimate

If the part of the work in question is not, in the opinion of the Engineer In charge capable of measurement, the Engineer In charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of Engineer In charge shall be final and conclusive

against the Contractor/ bidder with regard to any sum or sums payable to him under provision of this clause.

CLAUSE - 28 Specifications

In the case of any class of work for which there is no specification as mentioned in clause 11 the work shall be carried out in accordance with the specifications laid down by the Bureau of Indian Standards and in the event of there being no such specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer In charge.

CLAUSE- 28A

a) Concrete Work

All the concrete work shall have to be done with mechanical mixer unless permitted otherwise by the Engineer-In-charge. All RCC work shall be compacted with a mechanical vibrator driven by petrol/diesel or electricity. All RCC work and plain cement concrete of mix 1:3:6 (M-10) and richer mixes, only coarse sand having a fineness modulus more than 2.5-3.0 shall be used. Test samples shall be taken during the execution of work as per stipulations of the BIS. The compressive strength of test samples shall meet the requirements of relevant standards laid down by the BIS. The Contractor/ bidder shall set up a field-testing lab with necessary equipment and appoint suitable staff for carrying out the test at his cost.

b) Curing of Cement Work

The Contractor/ bidder shall ensure proper curing of all work involving use of cement strictly as per stipulations of the Punjab PWD Specifications. Since proper curing during the critical period has a direct bearing on the strength and safety of cement work, the Engineer-in-charge shall in the case of any default on the part of the Contractor/ bidder, take prompt action to arrange adequate curing at the cost of the Contractor/ bidder without issuing any prior notice in this respect, to avoid lapse of critical period of curing. The certificate of the Engineer-in-charge would be final and binding in this respect and the cost incurred shall be recovered from the Contractor/ bidder.

c) Pits at Site Prohibited

No pits shall be dug by the Contractor/ bidder at or near the site of work for taking out earth for use in the work. In case of default the pits so dug shall be got filled by the Department at the cost of the Contractor/ bidder, charging additional amount of fourteen percent towards department charges.

d) Co-Ordination with Other Agencies

The Contractor/ bidder shall maintain close co-ordination with other departments of Electricity, Telecommunication, B&R & water supply during the construction of work. No claim for additional payment on this account shall be entertained.

CLAUSE – 29**(a) Statutory Levies**

The rates as offered and accepted in this contract are inclusive of all taxes and statutory levies such as stamp duty on the contract agreement, Income tax, Octroi terminal tax, Sales tax/turn over tax/GST/ royalty, contribution under employee's State Insurance and local taxes payable under the respective statutes (ESI contribution etc.)

(b) Income Tax

Income tax shall be deducted at source as per provisions of the Income tax Act and a certificate of such deduction made in each financial year shall be furnished to the Contractor/ bidder by the disbursing officer.

(c) GST & Other Taxes

GST, turnover tax or any other tax shall also be deducted from the bills of the Contractor/ bidder if so directed by the authorities concerned.

d) Local Laws & Levies

The Contractor/ bidder shall comply with the proper bylaws and legal orders of the local bodies 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.

e) Daily Payment in Emergency

In case of emergency, the Contractor/ bidder shall be required to pay his labour every day and in case of default, the requisite payment shall be made by the Department and the amount shall be recovered from the Contractor/ bidder.

CLAUSE – 30**(a) Technical Staff**

The Contractor/ bidder shall employ the following technical construction staff on whole time basis during the execution of work and shall submit names and attendance certificate on the 10th of each calendar month.

- i) One graduate engineer/qualified diploma holder having relevant experience of not less

Contractor

Witness

Executive Engineer

than 3 years at each site.

The technical staff shall be available at site at all times.

In case the Contractor/ bidder fails to employ the above technical staff and fails to submit the names and attendance certificate of such staff, recovery shall be made from his bills at the rate of twice the average pay of the corresponding staff working with the Department.

(b) Consultants for Quality Control

It is expected that every Contractor/ bidder will have proper quality control staff and procedures in order to ensure quality. For all works amounting to more than Rs. 2 crore, the Contractor/ bidder shall engage a competent and independent quality control consultant approved by Engineer-in-Charge of work to exercise effective control over the construction operations in the field so as to produce quality works. The fully equipped laboratory shall be set up at site of work and the said consultant shall employ trained staff. The Contractor/ bidder shall supply to the Engineer-in-Charge, a copy of his agreement and the fee for quality control should generally be between 0.5% and 1.5% of the contract value. The payment to the quality control consultant shall be made by the Engineer-in-Charge direct as per the copy of the agreement supplied by the Contractor/ bidder. The payment will be recoverable from the Contractor/ bidder.

The consultant will guide the Contractor/ bidder for production of quality works at all stages and shall maintain records/reports and test results so as to indicate the extent of quality achieved. The consultant will also supply a copy of all these reports, tests and checks to Engineer-in-Charge regularly. The Contractor/ bidder shall also attach a copy of these reports test and checks with his bill without which no payment shall be made. The Engineer-in-Charge can also order the change of consultant if in his opinion they are not performing competently. The Engineer-in-Charge will be free to conduct surprise, random or in-situ checks so as to have cross check on quality. In case the Contractor/ bidder fails to employ for the whole or part of the period of execution a quality control consultant, the Engineer-in-Charge may order employment of a consultant at the cost of the Contractor/ bidder or may order the departmental staff to carry out the quality control checks and a deduction at the rate of 1.5% of total cost of the work shall be deducted from the bill of the Contractor/ bidder even if the actual expenditure incurred on private consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility of the Contractor/ bidder regarding quality and he shall remain liable for any defect in the execution.

(c) Performance Test

The Contractor/ bidder shall give a satisfactory performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the Contractor/ bidder for this test.

CLAUSE – 31 Variation In Contract Amount

The total amount of work as well as the quantity and value of any individual amount can be increased or decreased by the Engineer-in-charge according to the requirement of the work and no claim on this account shall be entertained

CLAUSE – 32 Rate to be Firm

The contractor shall be deemed to have inspected the site, its surrounding and acquainted itself with the nature of the ground, accessibility of the site and full extent and nature of all operations necessary for the full and proper execution of the constructional, plant, temporary works, restrictions on the plying of heavy vehicles in area, supply and use of labour, materials, plant, equipment and laws, rules and regulations, if any, imposed by the local authority.

CLAUSE – 31 Acts of God

No claim whatsoever shall be entertained for any loss or damage caused by rain, floods or any other natural causes or other acts of God.

CLAUSE – 32 Safety and Caution Lights

The Contractor/ bidder shall make all arrangements as per Punjab PWD specification book for providing fences, danger flags, caution boards, barricading, night warning lights, watch and ward etc. to caution the public as well as the labourers engaged, about the dangers that may be involved in excavation of trenches, pits, foundation etc.

CLAUSE - 33 Jurisdiction

The jurisdiction of Civil Court for matters under dispute shall be on the basis of the location of office of Engineer-in-charge.

CLAUSE – 34

The terms and conditions of the Agreement have been explained to me/us and I/we certify that I/we clearly understand the same. Further any error or omission or typical error shall be as interpreted by engineer-in-charge in accordance prevalent Punjab PWD Specification and Punjab CSR, prevalent Indian Standards as amended to date.

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ANNEXURE - E

SECURITIES AND OTHER FORMS

Contractor

Witness

Executive Engineer

A FORM OF PERFORMANCE BANK GUARANTEE

Name of Employer: -----

Address of Employer: -----

WHEREAS (Name & Address of Contractor/ bidder -----
----- Herein after called "the Contractor/ bidder") has undertaken, in pursuance of
contract no.-----dt -----to execute (Name of Contract & Brief description of
works ----- called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the Contractor/ bidder shall, furnish you with a Bank Guarantee by a recognized bank for this sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor/ bidder such a Bank Guarantee:

NOW THEREFORE (we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor/ bidder, upto a total of amount of Guarantee -----
(In words) ----- we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of guarantee ----- as aforesaid without your needing to prove or to show the grounds or reason for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modifications of the terms of the contract or of few works to be performed there under or any of the contract documents which may be made between you and the Contractor/ bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date ----- months after the issuing of the maintenance certificate.

SIGNATURE & SEAL OF THE GUARANTOR -----

Name of the Bank -----

Address -----

Date -----

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.

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 up to 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.

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 execute 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 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 whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Employer 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 detailed in the said Account of Secured Advances which have offered to and accepted by the Employer as security are absolutely the Contractor's own property 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 advance 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 on any account be removed from the site of the said works except with the written permission of the Engineer or an officer authorized by him on that behalf.
6. That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Employer will be a liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
7. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing of the Employer shall immediately on the happening of such default be repayable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly
8. That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in- before contained shall become enforceable and the money owing shall not be paid in accordance therewith 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.

UNDERTAKING

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

(Signed by the Authorized Person of the Firm)

(Title of the Person)

ANNEXURE- F

**TECHNICAL CONDITIONS,
SPECIFICATIONS & REQUIREMENTS**

Contractor

Witness

Executive Engineer

LIST OF APPROVED MAKE**SECTION- CIVIL**

SN	Material	Make/Brand
1	Cement	Gujrat Ambuja, ACC, Shree, JK, Ultratech (Aditya Birla)
2	Reinforcing steel i) For the works above 20.00 lakhs ii) For repair and renovation works upto 20.00 lakh only	TMT 500/ 500 D of SAIL/ TISCO/ISSCO/RINL ISI marked (Suitable deduction in the rate shall be Made if steel other than SAIL/TISCO/ISSCO/RINL is used.
3	<ul style="list-style-type: none"> • Teraazo/chequered/plain cement concrete tiles duly ISI marked. • White glazed tiles • Acid or alkali resistant ceramic tiles • Vitrified tiles 	Bharat, Hindustan, NITCO, Golen, India NTC, Sawarn. 1st quality tiles of Johnson, Somani, Pikington, Cera, Bell ceramics, Kajaria. Bell ceramics, kajaria, Spartek, Johnson Johnson, Bell, Marbitto, Asian, Kajaria, Orient, NITCO
4	Flush doors and plywood products duly ISI marked	Silaboard, Mysore board, Anchor, Kitply, Nuwud, MDF (Nova), Archd, GEE, Century plywood.
5	Steel doors and windows	Factory manufactured as per drawings
6	Rolling shutters & grills	Factory manufactured as per drawings
7	Aluminum door and window sections	Hindalco, Mahabir, Jindal
8	Water proofing compounds duly ISI marked	Cico, Impermo, Acquaproof, Dr. Fixit
9	Paints and distempers duly ISI marked	Asian Paints, Nerolac, Garware, Shalimar, Berger
10	Redoxide	Shalimar, Asian, Nerolac, Berger
11	Water proofing cement paint	Super Snowcerm, Asian
12	Glass	Triveni, Modi, Saint-Gobin, TATA
13	Pressed steel sections	Factory manufactured as per drawings
14	Steel section	ISI Marked sections
15	Z sections	Standard Mann, Mahabir section
16	Cement concrete interlocking paver blocks of 30 grade	Bharat Hindustan, NITCO, Golden, India, NTC, or any other ISI marked brands
17	Aluminum fittings duly ISI marked	Classic, Shivalik, Rajdoot
18	12 mm thick both side pre-laminated board duly ISI marked grade I type II conforming to IS 12823	Kitply, Nova
19	Hydraulic door spring duly ISI marked	Sandhu, Universal
20	Double action door spring duly ISI marked	Everest, A-one, Ritz
21	Hydraulic door closer duly ISI marked	Universal, Everest

SECTION- Public Health

As per Punjab CSR and Annexure K attached (02 Pages)

SECTION - ELECTRICAL

S No	Material	Make/ Brand
1.	Miniature/ Moduled case circuit breakers	L&T, Siemens, Schinder, Legrand
2.	Switch fuse Unit	L&T, Alsthom, Siemens, Schinder, Havell's, GEC.
3.	Voltmeter and Ammeter	AE, MECO,Rishiline (L&T Rishb)
4.	Selector Switch	Kaycee, L&T, BCH,Salzer,Siemen
5.	Current Transformer	Kappa, Rishline(L&T, Jyoti) Gillibert & Maxwell, Precise Matrix
6.	Indication Lamp	L&T, BCH, Siemens, Teknik
7.	Panels, MDB, SDB's Main	As per specification & sub-distribution boards as approved by the Engineer-In-Charge and manufacturer shall have SPRI, Test certificate for panel.
8.	Distribution board with minatures circuit breakers	Legrand, Siemens, GEC, Alsothom,Standard, L&T, Schneider, Hagger, ISI marked
9.	PVC insulated PVC sheath armoured cable of 1.1 KV grade as per IS 1554	National, Asian, Grandly, ALCON, SWICA, Havell,ECKO,Polycab,Nicco, Gloster, ISI marked
10.	PVC insulated copper conductor single core standard wires of 650/1100 volt grade	National, ECKO, Finolex, Grandlay, Skyline, Havell, Polycab, RR cables Kinjal, Anchor, ,Polycab, ISI marked
11.	i) Switches socket (piano type)	Anchor, Fine, SSK, Rider, Delton, Havell's, Le-grade,ISI marked
	ii) Switches socket (Modular type)	ABB, Legrand, North-west, MK,Havells, Legrade, ISI marked
12.	Heavy guage welded MS conduit pipe 1.60 mm thick duly ISI marked	BEC, NIC, Steel craft, Gupta Brothers (GB), AKG
13.	Fluorescent/ CFL light fixture	Philips, Crompton Greaves, Wipro, Bajaj, Decon
14.	Ceiling Fan, cabin fan & exhaust fan	Crompton Greaves, GEC, Ortem, Orient, Khaitan, Havells
15.	Earth leakage circuit breakers/ RCCB	Legrand, GEC, Alsthom,L&T, Siemens, Standard, ABB, Hager
16.	Fire detectors and alarm equipment	Vijay Fire, Agni, Edwards
i.	Manual call point, fire alarm bell/ hotter & control panel	Philips, Minimax, Mather Platt, Agni, Edwards, Eureka Forbes
ii	Smoke & heat detectors	Apollo, Edwards, System Sensor
17.	Heavy guage PVC conduit pipes- fire resistant (2 mm thick) duly ISI marked (Heavy)	Polypack, Diplast BEC, Kalinga, Canon, AKG, ISI marked
18.	Battery bank duly ISI marked	Exide, Amco, Yuasa, Standard
19.	Telephone/ Networking wire	Delton, Batra- Henlay, Skyline, finolex, RR Cables, Legrand, D-Link
20.	Invertors (Digital)	Sukam, Luminious, Microtek

Note: The approved make lists are indicative but not exhaustive. Any material & make equivalent to the above listed make of materials can be used with prior approval of competent Authority.

ANNEXURE - G

FINANCIAL BID

Contractor

Witness

Executive Engineer

FINANCIAL BID

1. The department reserves the right to modify, eliminate, reduce or increase any item, quantity, specification, work scope during execution of the scheme.
2. Bidder to make own arrangement for water, store-yards, security, accommodation for staff & labour etc. The bidder shall also arrange electricity or alternative energy required during construction.
3. The rates quoted by the bidder shall be all inclusive of taxes, duties, octroi, insurance, transportation, packing & forwarding, storage, handling etc.
4. Payment shall be made as per actual quantities measured at site and not on the basis of estimated design/quantities.
5. Any error omission in nomenclature rates and units can be corrected to any stage according to Punjab CSR 2010 amended up to date
6. In case any schedule items not covered by the NIT but required at the site and got executed as per the site condition or as per order of the engineer in charge, the same shall be paid as per conditions laid in clause 12 of the tender document.
7. The contractor shall submit to the department along with the tender program of execution of works in the form of network (CPM) and also furnish a schedule for the project indicating therein the activity involved for the network. Its duration EST (Earliest Starting Time), LFT (Last finishing Time), men, machinery to be employed for completion of activities and calendar date by which these activities shall be completed so as to complete the entire project.
8. In case of price rise no claim shall be entertained in respect of the same.

FORM OF BID**Description of Work:**

**Construction Construction of of Cattle Shed 200'X
30'at Village Sukhe Majra, District. Rupnagar**

BID

To

Executive Engineer,
Panchayati Raj Division,
Rupnagar.

1. I/We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/us in the **Price Bid**.
2. I/We undertake if our Bid is accepted to commence the works within ten days after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised of the works comprised in the contract within the time stated in the document.
3. I/We agree to abide by this Bid for the period as specified in BDS from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ___ day of ___ 201__

Signature _____

in the capacity of

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

Address _____

Witness _____

Address _____

Occupation _____

PRICE BID

Name of the Work : **Construction of of Cattle Shed 200'X 30'at
Village Sukhe Majra, District. Rupnagar.**

<u>S N</u>	<u>ITEMS</u>	<u>RATES</u>
1	CSR Items	= CSR + Sanctioned Premium [as applicable on the date of tendering]
2	Non Scheduled Items	= Rates as mention in Bid of Quantities. For any other items, where rates are not mentioned shall be payable as per Approved Analysis of Rate which shall be approved as per Criteria laid down in Clause 12 of tender document.

I HAVE GONE THROUGH THE CONDITIONS OF THE CONTRACT AND THE BILL OF QUANTITIES
THE RATES QUOTED BY ME ARE AS BELOW

Rate to be quoted = (in words) _____
(in figures)_____

(Plus or minus in %age of the above mentioned rates)

**SIGNATURE OF THE CONTRACTOR
WITH SEAL**

PS: 1. Contractor has to quote single rate plus or minus in %age. Rate quoted would then be accordingly added or deducted, as the case may be, from the amount arrived at for the items mention at SN 1 & 2.

2. Only Single rate is to be quoted. In case contractor quoted different rate for different items, lowest rate quoted for any item shall be considered deemed to have been quoted for entire items by the tenderer for evaluation and allotment of tender. No claim whatsoever on this account shall be entertained.

ANNEXURE-H

BILL OF QUANTITIES

Contractor

Witness

Executive Engineer

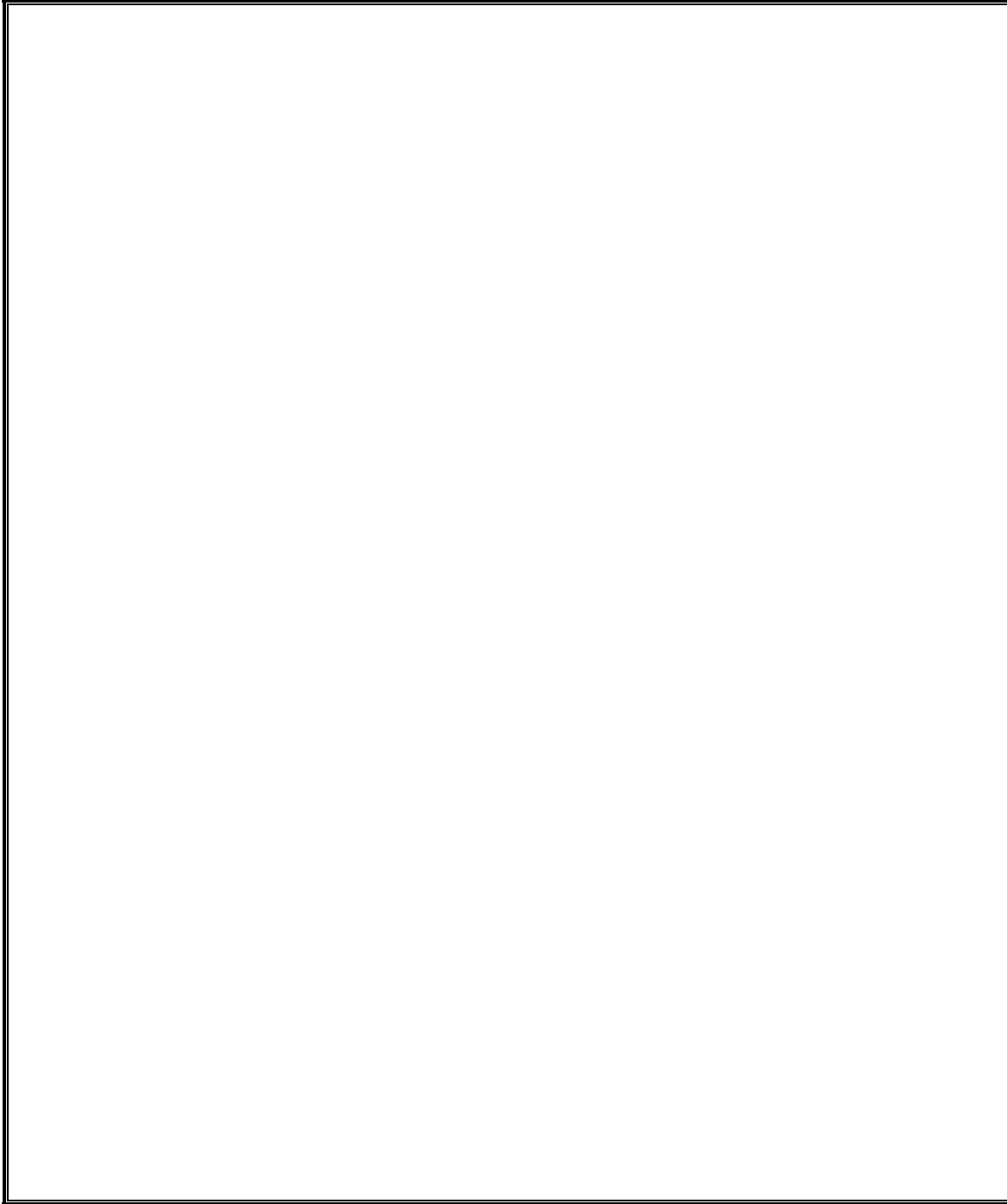
ANNEXURE-I

DRAWINGS

Contractor

Witness

Executive Engineer



Contractor

Witness

Executive Engineer

NOTE:-

1. All the above rates are subject to various notes given in various chapters of CSR 2010 amended up to date.
2. Any error commission in nomenclature, rates and unite be corrected at any stage according to CSR 2010 amended up to date.
3. Quantities given above are tentative. these can be increased or decreased as per working architectural/Structural drawings or as per instructions of the Engineer-in -charge.
4. If any schedule item is not covered by the NIT but required at site and got executed as per site condition or as per orders of the Engineer-in-charge, shall be paid a per CSR 2010 subject to tender/ceiling premium on that chapter, whichever is less.
5. The work shall be carried out as per PWD specification latest edition amended up to date.
6. The conditional tender or tender without earnest money shall be rejected
7. Drawing and other related documents can be seen on any working day during working hours in the office of
Executive Engineer, Panchayati Raj Division, Ropar.


Executive Engineer
Panchayati Raj PW (C&M) Division
ROPAR

