

Bidding Document for

Selection of Contractor for Design, Construction, Maintenance & Implementation of the following packages with 2 years of Defect Liability Period and 5 years of Maintenance under Smart City Mission, Ludhiana:

- a. Retrofitting & Improvement works for Sarabha Nagar Market**
 - b. Development of Malhar Road as Smart Street in ABD Area**
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OFFICE OF THE CHIEF EXECUTIVE OFFICER
Ludhiana Smart City Limited
 Office of Municipal Corporation – Zone D
 Sarabha Nagar - Ludhiana

1. On behalf of the Ludhiana Smart City Limited (LSCL), Chief Executive Officer LSCL invites bids from eligible Bidders for the Project/Work (s) detailed in the following table.

2.

Sr. No	Name of Project/Work (s)	Bid Security/Earnest Money (Rs.)	Cost of document /Tender Fee (Rs.)	Period of completion	Approx. Value of the Project/Work (Rs.)
1	2	3	4	5	6
1	Selection of Contractor for Design, Construction, Maintenance & Implementation of the following packages with 2 years of Defect Liability Period and 5 years of Maintenance under Smart City Mission, Ludhiana: a. Retrofitting & Improvement works for Sarabha Nagar Market b. Development of Malhar Road as Smart Street in ABD Area	37.64 Lakhs	10,000/-	18 Months	37.64 Crore

3. Important dates are as under :

Issue of Bidding Document to Bidders	10 th April 2018
Pre-Bid Meeting for RFP	18 th April 2018
Issue of Clarifications to Pre-Bid Meeting	20 th April 2018
	4 th May 2018 (Online)
Due date for bid submission (Online and Hard Copy)	7 th May 2018 (Hard Copy)

4. The Bidding Documents can be downloaded from website: www.eproc.punjab.gov.in
The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the Bidder shall be debarred for a period of 6 months.
5. The Bidders should have the necessary Portal enrolment with his/her own Digital Signature Certificate (DSC).
6. The Bidders should keep checking the website for any addenda/corrigenda to the notice/bidding documents till the date of on-line submission of bids, and the Bidder should incorporate the same in his bid documents.
7. The cost of the bidding documents (non-refundable) should be deposited in the form of a NEFT as per the e-portal / Demand Draft drawn in favour of Chief Executive Officer, Ludhiana Smart City Limited.
8. Bid(s) must be accompanied by Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) in the table above payable at Ludhiana and drawn in favour of the Chief Executive Officer, Ludhiana Smart City Limited.
9. Bid Security/EMD can be paid in the form of NEFT / RTGS / Net Banking / Bank Guarantee payable at Ludhiana, and shall have to be valid for 180 days from the Proposal Due Date.
10. In case the Bidder decides to make the payment(s) (EMD and or Cost of Bidding Documents) online through the e procurement portal, the Bidder shall ensure that the payments are made atleast 4 working days prior to the Proposal Due Date, during which time the payments shall be verified. It must be noted that in case the payments are not verified by the portal, the Bidder will not be able to submit the bid successfully.
11. Bid(s) must be submitted online through an e-portal www.eproc.punjab.gov.in before the time specified in the table above (as per server clock). LSCL does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc. for online bids.
12. Bid documents consisting of qualification information and eligibility criterion of Bidders, plans, specification, drawings, the bill of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website www.eproc.punjab.gov.in and scanned copies of the required documents and information as per section-2 (Formats & Annexure) should be attached in the Technical Bid as prescribed in the RFP.
13. Uploaded documents of Successful Bidders will be verified with the original before signing the agreement. The Successful Bidder has to provide the original to the concerned authority on receipt of such letter, which will be sent though registered post/courier.

14. Bidding Documents are not be uploaded by the Bidder. The Bidder has to only agree/disagree on the conditions in the Bidding Documents. The Bidders, who disagree on the conditions of Bidding Documents, cannot participate in the tender.
15. Technical Bids will be opened online 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 opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
16. Bid (s) once submitted online cannot be resubmitted or withdrawn after the due date of submission.
17. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bid shall be summarily rejected.
18. The undersigned has the right to accept or reject any or all bids without assigning any reason.

Chief Executive Officer
Ludhiana Smart City Limited,
Office of Municipal Corporation Ludhiana –
Zone D,
Sarabha Nagar,
Ludhiana

Ludhiana Smart City Limited

Agreement No.

Name of Work	:	Selection of Contractor for Design, Construction, Maintenance & Implementation of the following packages with 2 years of Defect Liability Period and 5 years of Maintenance under Smart City Mission, Ludhiana: a. Retrofitting & Improvement works for Sarabha Nagar Market b. Development of Malhar Road as Smart Street in ABD Area
Sale of Bidding Document	:	Period of Sale: From 10 th April 2018 to 4 th May 2018 2018 Can be downloaded from: www.eproc.punjab.gov.in
Mode of submission of tender	:	To be submitted online at www.eproc.punjab.gov.in Office of Chief Executive Officer, LSCL for Hard Copy submission.
Pre-Bid Conference	:	Date: 18 th April 2018 2018 Time: 2:00 P.M. Venue: Meeting Room, Office of Chief Executive Officer, Ludhiana Smart City Limited, Municipal Corporation Office – Zone D, Sarabha Nagar – Ludhiana.
Last Date & Time for Receipt of Bids Online Hard Copies	:	Date: 4 th May 2018 2018 Time: 1700 hours Date: 7 th May 2018 2018, Time: 1200 hours
Time & Date of Opening Technical Bids	:	Date: 7 th May 2018 Time: 1400 hours.
Time & Date of Opening Financial	:	To be intimated later to Bidders qualified on the basis of submission of the Technical Proposal and the evaluation thereof.
Last Date of Bid validity	:	Date: 180 days from 4 th May 2018

SECTION -I
INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

(A) GENERAL

1. Scope of Bid

- 1.1 The Employer (Ludhiana Smart City Limited, “LSCL”) invites bids for Selection of Contractor for Design, Construction, Maintenance & Implementation of the following packages with 2 years of Defect Liability Period and 5 years of Maintenance under Smart City Mission, Ludhiana:
- a. Retrofitting & Improvement works for Sarabha Nagar Market
 - b. Development of Malhar Road as Smart Street in ABD Area
- 1.2 The Successful Bidder will be expected to complete the works 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/ tenderers, bid/tender, bidding/tendering, etc.) are synonymous. The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through electronic-procurement system used by the Employer) with proof of receipt. If the context so requires, “singular” means “plural’ and vice versa. “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Employer. It excludes the Employer’s official public holidays

2. Source of Funds

- 2.1 Source of Fund is from Smart City Mission funds (Government of India and Government of Punjab).

3. Eligible Bidders

- 3.1 The bid is open to established and reputed Bidders who fulfil Minimum Eligibility requirements laid down in Clause 4.3 of ITB.
- 3.2 All Bidders shall provide the information in the form specified in Section 2, Forms of Bid and Qualification Information. 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.

4. Qualification of the Bidder

- 4.1 All Bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including conceptual drawings/ structural drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality

assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

- 4.2 Necessary documents for qualification of potential Bidders shall be Uploaded on the e procurement portal .The Bidders shall upload following along with information detailed in Section 2:
- (i) 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.
 - (ii) List of equipment and machinery available with documentary proof of ownership and machinery proposed for deployment for execution of work.
 - (iii) Evidence of access to or availability of credit facilities certified by the bankers equivalent of the estimated cash flow of *Rs. 37,40,00,000 (Rupees Thirty Seven Crores and Forty Lakhs Only) (for the purpose of estimation of the credit facility, the indicative Project Cost shall be Rs. 37,40,00,000 (INR Thirty Seven Crore and Forty Lakhs). However, this cost may vary according to the financial proposal of the Successful Bidder)*
 - (iv) Undertaking that Bidder would be able to invest an amount of *Rs. 37,40,00,000 (Rupees Thirty Seven Crores and Forty Lakhs only)* during implementation of contract.
 - (v) Proposal, if, any, for subcontracting of elements of work, subject to approval of Independent Engineer.
 - (vi) Authority to seek references from the Bidder's bankers.
 - (vii) Declaration of not having been debarred/black-listed by any Govt./Semi Govt. Organization/Corporation at any stage.
 - (viii) Declaration that information being submitted is correct and true, and that any false information shall lead to disqualification at any stage.
 - (ix) Other documents to substantiate requirements given in clause 4.3
- 4.3 To qualify in the evaluation of the Technical Proposals, the bidder shall meet the following criteria:

Technical Eligibility Criteria:

The bidder shall be a company incorporated under the Companies Act 1956 or 2013 or a Partnership Firm or a Sole Proprietorship Firm and should be in operation in India for at least past 7 years from the Bid Due Date.

The Bidder shall not be debarred / blacklisted from any State Government or Central Government agency in India on the proposal due date.

In the past 7 years from the proposal due date, the Bidder shall have Successfully Completed¹

- a. One Similar² Work of a value not less than Rs. 30.00 Crore
Or
- b. Two Similar Works of Value not less than Rs. 22.50 Crore each
Or
- c. Three Similar Works of value not less than Rs 15.00 Crore each

Financial Eligibility Criteria:

- a. The Bidder shall have a minimum Average Annual Turnover of Rs 100 Crores for the Financial Years 2016-17, 2015-16, 2014-15.
- b. The Bidder shall be a Profit Making Organisation for FY 2016-17, 2015-16, 2014-15.

Category wise break up of the Similar Works:

Category	Similar Works	One Similar Work of Minimum Value	Two Similar Works Each of Minimum Value	Three Similar Works Each of Minimum Value
A	Design, Supply, Installation for the urban utilities for external works (including landscaping, parking system, water supply & sanitary works, firefighting system, telecom system, roads, Storm water drains, Rain water harvesting and allied works thereto) for Market Complex /Commercial Complex /Building Complex / Malls/ Airports /Hospitals	Rs. 13.55 Crores	Rs. 10.16 Crores	Rs. 6.78 Crores
B	Supply, Installation, Testing and Commissioning of Electrical works of 11 KV or above underground	Rs. 16.56 Crores	Rs. 12.42 Crores	Rs. 8.28 Crores

¹ Successfully Completed shall mean the works where the bidder has obtained the Completion Certificate from the Client

² Similar works for this tender document shall mean

- A. "Design, Supply, Installation for the urban utilities for external works (including landscaping, parking system, water supply & sanitary works, firefighting system, telecom system, roads, Storm water drains, Rain water harvesting and allied works thereto) for Market Complex/Commercial Complex/Building Complex/ Malls/ Airports/Hospitals.
- B. Supply, Installation, Testing and Commissioning Electrical works of 11 KV or above underground cabling, Compact substation (CSS) / 11 KV substation with Ring Main Unit (RMU), Ring facility of 11 KV Network".

	cabling, Compact substation (CSS) / 11 KV substation with Ring Main Unit (RMU), Ring facility of 11 KV Network			
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Combination of similar works indicated under the category A, and B are permissible. However, the bidder must match the value and number of works (projects) indicated against each category in the above table. The total value of all such works will be based on the sum of the value of all the similar works considered under each category.

One combination for example may be the bidder can submit one project from category A of value of Rs. 13.55 crores, two projects of value of Rs. 12.42 crores from category B. Such similar combinations are permissible.

- 4.4 The bid capacity of the prospective Bidders will be calculated as under:
Assessed Available Bid capacity = $(A * N * 2 - B)$

Where

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

N = Number of years prescribed for completion of the works for which bids are invited.

B = value (updated to the price level of the year indicated in Appendix) of existing commitments and on-going works to be completed during the next one year (period of completion of the works for which bids are 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 countersigned 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 representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

5. One Bid per Bidder.

- 5.1 Each Bidder shall submit only one bid. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost 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.

7. Site Visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract of construction of the Works. The costs of visiting the site shall be at the Bidder's own expense.

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.

(B) BIDDING DOCUMENTS

8. Contents of Biding Documents

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

Sr. No.	Particulars
1	Invitation for Bids (IFB)
2	Instructions to Bidders
3	Technical Information Forms
4	Conditions of Contract
5	Contract Data
6	Securities and other forms
7	Drawings
8	Document to be furnished by Bidder
9	Technical Specification
10	Form of bid
11	Price Bid

8.2 Bidding documents can be downloaded from the e-portal. Documents to be furnished by the Bidder in compliance to section 2 will be prepared by him and uploaded / furnished as in two parts (refer Clause 12).

8.3 The Bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, Price Bid, forms, Annexes and General Arrangement 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 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

9. Clarification of Bidding Documents.

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's Address indicated in Appendix. The Employer will respond to any request for clarification pursuant to Clause 9.2. Copies of the Employer's response will be uploaded on the e procurement website mentioned in the ITB of this Bidding Document, including a description of the enquiry but without identifying its source.

Pre-bid Meeting

9.1.1 The Bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in appendix to ITB 4.

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

- 9.1.3 The Bidder is requested to submit any questions in writing to reach the Employer not later than one day before the meeting.
- 9.1.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of inquiry) and the responses given will be uploaded on the e-procurement 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 Employer exclusively through the minutes of the pre-bid meeting.
- 9.1.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

10. Amendment of Bidding Documents.

- 10.1.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be uploaded on the website as corrigendum by the Employer.
- 10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-clause 20.2 below.

(C) Preparation of Bids

11. Language of the Bid.

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

12. Documents Comprising the Bid.

- 12.1 The bid to be submitted by the Bidder (refer Clause 8.1) shall be in two separate parts:

Part I Technical Bid: Submission to be in hard copy and online scanned copy

Envelope I(a) Proof of submitted EMD if submitted through NEFT/ Net Banking/ RTGS or Original Bank Guarantee if EMD is submitted in the form of Bank Guarantee

Proof of Payment of Cost of Bidding Document

Envelope I (b)

- (i) Technical Information and supporting documents as per forms mentioned in Section 2.
- (ii) Certificates, undertakings, declarations as per forms mentioned in Section 2.
- (iii) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.

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

Part II Financial Bid: Submission to be in online scanned copy for point (i) below and filled online for point (ii) below. No hard copy to be submitted

"Financial Bid" shall comprise

- (i) Form of Bid as specified in Form 1
- (ii) Break up of the Financial Bid as mentioned in Form 2

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

12.2 All documents enclosed within this Bidding Document would be deemed to be part of the bid.

Section	Particulars	Section No.
1.	Invitation for Bids (IFB)	
2.	Instructions to Bidders	Section – I
3.	Scope of Work	Section - II
3.	Conditions of Contract	Section - III
4.	Contract Data	Section - IV
5.	Securities & Other Forms	Section - V
6.	Drawings	Section - VI

13. Bid Price

13.1 The contract shall be for the scope of work as described in Volume II,

13.2 The Bidder shall fill the item rates (both in figures and words) for the Works described in the Bidding Document, at Section VII, Form F – 1 and the break up of the same at Price Bid mentioned at Form 2.

13.3 All duties, taxes and other levies payable by the contractor under the contract or for any other clause, shall be included in the rates, prices and total Bid Price submitted by the Bidder. Nothing extra shall be payable.

14. Currencies of Bid and Payment

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

15. Bid Validity.

15.1 Bids shall remain valid for a period not less than 180 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (iv) and the

Form of Bid submitted by the Bidder, the latter shall be deemed to stand corrected in accordance with the former and the Bidder has to provide for any additional security that is required.

- 15.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Bidders may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. 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

- 16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for the particular work. This bid security shall be in favour of Chief Executive Officer, Ludhiana Smart City Limited, payable at Ludhiana in one of the following forms.

- (a) NEFT / RTGS / Net Banking.
- (b) Bank Guarantee from any Nationalised Bank or Scheduled Bank in India valid for 180 days from the last date of submission of Bid.

- 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 Employer as non-responsive.

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

- 16.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

- 16.5 The Bid Security may be forfeited.

- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
- (b) If the Bidder does not accept the correction of the Bid Price, pursuant to clause 27; or
- (c) 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.

- 17.2 Bidders shall have to furnish the detailed design and working drawings consistent with the basic technical parameters and requirements indicated in the bidding documents. Further, he shall obtain technical approval of the Engineer for the design and drawings of each component of the structure in the manner prescribed in the Conditions of Contract and the Technical Conditions.

18. Format and Signing of Bid.

- 18.1 The bidder shall on-line submit bid comprising of documents as per prescribed clause 12.
- 18.2 Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

(D) SUBMISSION OF BIDS

19. Sealing , Marking and Submission of Bids

- 19.1 Qualification documents (Form T 1 – T 9) completed in all respect should be submitted on-line scanned copies in the required format.

The contents of Technical and Financial Bids will be as specified in clause 12.1 and are to be signed digitally by the Bidders.

- 19.2 The submitted online bids (Technical Bid) shall be printed and submitted containing Technical Bids shall
- (a) be addressed to the Employer at the address given in Appendix.
 - (b) bear the identification as indicated in Appendix.

- 19.3 In addition to the identification required in Sub-Clause 19.2, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the Employer declares the bid as non-responsive pursuant to Clause 23.

If there is any submission of financial bids or information pertaining to financial bids then the bids will be rejected and treated as non- responsive.

20. Deadline for Submission of the Bids

- 20.1 Complete Bids (including Technical) shall be received by Chief Executive Officer, Ludhiana Smart City Limited at the address specified above not later than the date and time indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.
- 20.2 The Employer 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 Employer and the Bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

- 21.1 Any hard copy of the Bid received by Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Modification and withdrawal of Bids

- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20 or pursuant to Clause 23.
- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal", as appropriate.
- 22.3 No bid may be modified after the deadline for submission of Bids except in pursuance of Clause 23.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bid and the expiration of the original of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

(E) BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 The Employer will open all the Bids received online in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 20 and 23.2. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2 The envelope containing “Earnest Money/ bid security [Envelope 1(a)]” shall be opened. 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 (ref. Column 4 and paragraph 3 of IFB) and has not been furnished in the form specified in Clause 16, the remaining technical bid [Envelope I(b)] will be returned to the Bidder.
- 23.3 (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Envelope I(b) of the bid pursuant to Clause 12.1 for pre-qualification of Bidders.
- (ii) After receipt of confirmation of the bid security, the pre-qualified Bidder will be asked in writing to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The Bidders will respond in not more than 4 days of issue of the clarification letter.
- (iii) On receipt of these clarifications the Employer will finalize the list of responsive Bidders whose financial bids are eligible for consideration and date of opening of Financial Bids shall be intimated to them.
- 23.5 At the time of opening of “Financial Bid” of pre-qualified Bidders, the names of the Bidders found technically qualified in accordance with Clause 23.4 will be announced. The bids of only these Bidders will be opened. The remaining bids shall not be opened. The technically qualified Bidders' names, the Bid prices, the total amount of each bid, any discounts, such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 23.6 The Employer shall prepare minutes of the Bid Opening, including the information disclosed to those present in accordance with Sub-clause 23.5

24. Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, pre-qualification of Bidders, 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 Employer's processing of Bids, pre-qualification or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids.

- 25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer 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, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.
- 25.2 Subject to sub clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, if asked for by the Employer, it should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1 During the detailed evaluation of "Technical Bids" Envelope I(b) and qualification of Bidders, the Employer 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 (d) is substantially responsive to the requirements of the Bidding documents; and During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. technical specifications, and drawings. Financial bids shall be opened in respect of Bidders who shall be pre-qualified on the basis of contents/ enclosures/ documents and information included in Envelope I(a) and I(b).
- 26.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions and specifications of the Bidding documents, without material deviation 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 Employer's right of the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 26.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

27.1 “Financial Bids” determined to be subsequently responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

28. Evaluations and Comparison of Financial Bids.

28.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub Clause 26.2

28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid Price as follows :

- (a) making any correction for errors pursuant to Clause 27, or
- (b) making an appropriate adjustments for any other acceptable variations, deviations, and
- (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with sub clause 23.5.

28.3 The Employer 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 Employer, shall not be taken into account in Bid evaluation.

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

28.5 If the Bid of the successful Bidder is seriously unbalanced (by more than or less than 25%) in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses 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 analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense or the successful Bidder to a level equivalent to 50% of unbalancing amount to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

(F) AWARD OF CONTRACT

29. Award Criteria

29.1 Subject to clause 30, the Employer will award the Contract to the Bidder whose Bid has been determined:

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for the bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

30. Employer's Right to accept any Bid and Reject any or all Bids.

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

31. Notification of Award and Signing of Agreement

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

31.2 The notification of award will not constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 32 and such time the Agreement is entered into.

31.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Chief Executive Officer Ludhiana Smart City Limited and the successful Bidder within 21 days of the intimation sent to the Bidder.

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

32. Performance Security

32.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the form given below for an amount equivalent to 5% of the Contract Price plus additional security for unbalanced Bids in accordance with Clause 28.5 of ITB and Clause 52 of Conditions of Contract valid upto 28 days after the date of expiry of the defect liability period.

- a bank guarantee in the form given in Section 8 (Volume-III).

32.2 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. The Bank Guarantee shall be payable at Ludhiana.

32.3 Failure of the successful Bidder to comply with the requirements of Sub-clause 32.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

33. Advance Payment and Security.

33.1 The Employer will provide an Advance Payment on recommendation of Independent Engineer on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

34. Adjudicator.

The Employer proposes the person named in the Appendix to be appointed as Adjudicator under the Contract, at the hourly fee specified in the Appendix, plus reimbursable expenses.

35. Corrupt or Fraudulent Practices.

37.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with State PWD, CPWD, NHAI, AAI, DRDO or any other Government Agencies or Public sector undertaking, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

APPENDIX TO I.T.B.

S. No	Item	Description	Clause Reference With respect to Section - I
1.	Name of the Employer	: Ludhiana Smart City Limited	
2.	Liquid assets and/or availability of credit facilities	: Rs. 37,40,00,000 (Rupees Thirty Seven Crores and Forty Lakhs only)	[CI.4.2 (iii)]
4.	The pre-bid meeting will take Place on / at (Date, Time & Venue)	: Date: _____ Time: 2:00 P.M. Venue: Meeting Hall, Office of Municipal Corporation, Zone D, Sarabha Nagar, Ludhiana.	
5.	The technical bid will be opened at	: Room No 19, Office of Municipal Corporation, Zone D, Sarabha Nagar, Ludhiana.	
6.	Address of the Employer	: Room No 19, Office of Municipal Corporation, Zone D, Sarabha Nagar, Ludhiana	[CI.12]
7.	Identification	: Selection of Contractor for Design, Construction, Maintenance & Implementation of the following packages with 2 years of Defect Liability Period and 5 years of Maintenance under Smart City Mission, Ludhiana: a. Retrofitting & Improvement works for Sarabha Nagar Market b. Development of Malhar Road as Smart Street in ABD Area	[CI.19.2(b)]
8.	The bid should be submitted latest by Online: Hard Copy	: _____ _____	[CI.20.1(a)]
9.	The financial bid will be opened at	: Room No 19, Office of Municipal Corporation, Zone D, Sarabha Nagar, Ludhiana Date & Time to	[CI.23.1]

			be intimated later on.	
10.	The Bank Guarantee in favour of	:	Chief Executive Officer, Ludhiana Smart City Limited	[Cl.32.1]
11.	The name of Dispute Review Expert	:	The Adjudicator proposed by the Employer is: To be named later with Mutual Consent	[Cl.34.1]

Form T 1

LETTER OF APPLICATION

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]

Request for Bid No.: [insert identification]

**To: Chief Executive Officer
Office of Municipal Corporation, Ludhiana, Zone A, Mata Rani Chowk
Second Floor/ Room No 46, Ludhiana, PIN Code: 141001
Telephone: +91-161-2740215**

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) No reservations: We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders;
- (b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with Clause 4;
- (c) Conformity: We offer to execute in conformity with the bidding document the following Works: As mentioned in Section II of the RFP document and the proposal submitted is as per the terms and conditions of the RFP without any condition and deviations.
- (d) Bid Validity Period: Our Bid shall be valid for a period of 180 days (or as amended if applicable) from the date fixed for the Bid submission deadline specified in RFP Document (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) Performance Security: If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) One Bid Per Bidder: We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3,
- (g) Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall not constitute a binding contract between us, until a formal contract is prepared and executed;
- (h) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (i) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

Name of the Bidder: *[insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of

_____,
*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

Form T - 2

Information about the Bidder

STRUCTURE AND ORGANIZATION

1. Name & address of the Bidder
2. Telephone No. / Telex No. / Fax No.
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - (a) A proprietor firm
 - (b) A firm in partnership
 - (c) A Limited Company or Corporation.
4. Particulars of registration with various Government bodies (attach attested photocopy)

Organisation /Place of registration	Registration No.
-------------------------------------	------------------
5. Name and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation
7. Was the Bidder ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the Bidder ever abandoned the awarded work before its completion. If so, give name of the project and reasons for abandonment.
9. Has the Bidder ever been debarred / black listed for tendering in any organisation at any time. If so, give details.
10. Has the Bidder ever been convicted by a court of law? If so, give details.
11. Any other information considered necessary but not included above.

Authorised Signature of bidder
with date and Office seal

FORM T 3

EQUIPMENT CAPABILITIES

List of Minimum Key Plant & Equipment to be deployed on Contract Work

Sr.No.	Equipment Type and Characteristics	Minimum Number Required
1	Pipe Layer	1 Nos.
2	JCB	1 Nos
3	Mini Excavator for trenching	2 Nos.
4	Water Tankers	2 Nos.
5	Trucks / Tractors / Tippers	3 Nos.
6	Concrete Hopper Miller	1 Nos.
7	Vibrators	3 Nos.
8	Concrete batching and Mixing Plant (15 to 20 cum/hr)	1 Nos.
9	Mini Smooth Wheeled Roller (3 to 5 T)	1 Nos.
10	Mini Vibrator Roller (3 to 5 T)	1 No.
11	Pneumatic Pumps for Hydro test	2 Nos
12	Hydraulic testing equipment for pipes	2 Nos

Authorised Signature of bidder
with date and Office seal

Form T 4
PERSONNEL CAPABILITIES

Minimum Qualification and Experience of the Key Personnel to be deployed on Contract Work

Sr. No	Position	Qualification	Experience in Years	Numbers
1	Project Manager	B.E. Civil	15	1
2	Resident Engineer	B.E. Civil	8-12	1
3	Resident Engineer	B.E. Electrical	8-12	1
4	Planning Engineer	B.E. Civil	5-7	1
5	Quantity Surveyor	B.E. Civil	5-8	1
6	Quality Control Engineer	B.E. Civil	8-10	1
7	Lab Technician	B.E. Civil	3-5	1
8	Sr. Site Engineer	B.E. Civil	5-8	1
9	Sr. Site Engineer	B.E. Electrical	5-8	1
10	Site Engineer(s)	B.E. Civil	3-5	2
11	Site Engineer(s)	B.E. Electrical	3-5	1
12	Surveyors (Total Station)		3-5	2
13	Supervisors	12 th	4-6	5

Authorised Signature of bidder
with date and Office seal

FORM T - 5
Litigation Details Court Cases/arbitration

Name of Bidder							
Year	Name of the work	Name of the Employer, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Authorised Signature of bidder
with date and Office seal

**FORM T 6
Check-List**

S.No	Criteria	Requirements	Cross Referencing / Page no. at which required information is available (To be mentioned)	Indicate Eligibility Y / N
1	Personnel Capabilities Form	List of suitable qualified and experienced personnel in relevant field		
2	Equipment Capabilities Form	List of equipment required and proposed to be deployed & source of such equipment		
3	Solvency Certificate	Solvency certificate from Bidder's bank for 100% of the estimated project cost.		
4	Undertaking to continue the work for a period of 4 months in case funds are delayed by the Employer	Confirmation certificate to continue the project at the same pace even if department could not make payment upto a period of 4 months		
5.	Abandoning / Blacklisting	Declaration regarding not abandoned /Black listing for any work of Govt of Punjab / Union Govt./ other State Govt./ PSU's etc. during last 7 years		
6.	RFP document fee, in case down loaded from web site			
7	Undertaking for Specialized works			

Authorised Signature of bidder
with date and Office seal

**FORM T 7
DECLARATION**

1. I/ we, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work under Government of India or Govt. of Punjab nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand(s) and agree (s) that further qualifying information may be requested and agrees to furnish any such information at the request of the Departmental / Project implementing agency.
5. The under signed are not debarred for contract work by Govt. of Punjab or any other Agency of Government of India or any of the State Governments at present. Or the undersigned was debarred for contract work by _____ for a period of _____ and have completed my/our term.
6. The undersigned has never been convicted by any court of law for any of the offences under any Indian/ foreign laws.

_____ (Signed by an Authorized Officer of the Firm)

Title of office _____

Name of Firm _____

Date

FORM T 8 (a)**Average Annual Turnover**

Bidder's Name: _____
Date: _____

S. No.	Financial Year	Annual Turnover (INR Crore)
1	Financial Year 2013-14	
2	Financial Year 2014-15	
3	Financial Year 2015-16	

Note: The audited Financial Statements for the corresponding year has to be attached.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of the auditor's Firm:

Date:

(Signature, name and designation of the authorised signatory for the Auditor's Firm)

Form T – 8 (b)
Current Contract Commitments / Works in Progress

Bidders 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.

Current Contract Commitments					
No .	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current INR Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [INR month]
1					
2					
3					
4					
5					

FORM T 9

Format for Power of Attorney (POA) for Signing of Bid³

(Printed on the INR 100/- stamp paper)

Know all men by these presents, We..... *[name of the firm and address of the registered office]* do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms *[name]*, son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for submission of our Bid for the Works proposed by the (the “Employer”) including but not limited to signing and submission of Bid and other documents and writings, participate in Pre-bid and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Employer.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

(Signature, name in block letters, designation and address of the signatory delegating the POA)

Witnesses:

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Accepted

³ To be submitted in original.

.....
(Signature)

(Name in block letters,
Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form F 1
Financial Bid

To: Chief Executive Officer
Office of Municipal Corporation, Ludhiana, Zone A, Mata Rani Chowk
Second Floor/ Room No 46, Ludhiana, PIN Code: 141001
Telephone: +91-161-2740215

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for a period of 180 days (or as amended if applicable) from the date fixed for the Bid submission deadline (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];

The break up of the price is as per the Forms of Financial Bid.

- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: [Specify in detail each discount offered]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];

Name of the Bidder: * [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **
[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] **day of** [insert month], [insert year]

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

****:** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules

SECTION - II

SCOPE OF WORK

(attached separately as Volume II)

SECTION - III

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions.

- 1.1 Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract, but keep their defined meanings. Capital initials are used to identify defined terms.
- a. The **Adjudicator** (synonymous with **Dispute Review Expert**) is the person appointed by the employer to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.
 - b. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
 - c. **Compensation Events** are those defined in Clause 44 hereunder.
 - d. The **Completion Date**, the date of completion of the works, is certified by the Engineer in accordance with Sub Clause 55.1.
 - e. The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3.
 - f. The **Contract Data** defines the documents and other information which comprise the Contract.
 - g. The **Contractor** is the bidder whose Bid to carry out the Works has been accepted by the Employer.
 - h. The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer and includes Technical and Financial bids.
 - i. The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - j. **Days** are calendar days; months are calendar months.
 - k. A **Defect** is any part of the works not completed in accordance with the Contract.
 - l. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

- m. **Employer:** Ludhiana Smart City Limited is the employer who will employ the Contractor to carry out the works.
- n. The **Independent Engineer (I.E.)** shall be the person named in the contract data (or any other competent person appointed by the Employer). The I.E shall periodically visit the site to familiarize himself generally with the progress and the quality of the work and to determine in general if the work is proceeding in accordance with the Contract Document and he shall not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Document. Independent Engineer will have the powers to grant time extension based on the recommendation of Engineer-in-charge on the application submitted by the Contractor for reason beyond his control. During such visits and on the basis of his observations while at the site he shall keep the Employer informed of the progress of the work, shall endeavor to guard the Employer against defects and deficiencies in the work of the Contractor, and he shall condemn work which fails to conform to the Contract document. He shall have authority to act on behalf of the Employer only to the extent expressly provided in the Contract Document or otherwise in writing, which shall be shown to the Contractor. He shall have authority to stop the work in consultation with the Employer whenever such stoppage may be necessary in his reasonable opinion to ensure the proper execution of the Contract.
- Any request, for approval of materials / should be submitted to I.E with a copy to Employer in a complete package, with all the relevant technical information / literature, and associated details, which are necessarily required, to be correlated with the submittal made.
- Without prejudice to anything contained, in these conditions, all requests for information, approvals and decisions, whether initiated by the I.E or Contractor, shall be responded to, within 14 (fourteen) days of initiation.
- The I.E shall, within a reasonable time, make decisions on all claims, of the Employer or the Contractor, and all other matters, relating to the execution and progress of the work, or the interpretation of the Contract Document.
- The I.E may, from time to time, issue written instructions, written directions, and written explanations, in consultation with Employer, with regard to:
1. Variation or modification of the design.
 2. The quality or quantity of works of the additions or omissions or substitution of any work.
 3. Any discrepancy in or divergence between the Drawings and / or specification.
 4. The removal and/or re-execution of any works executed by the Contractor.
 5. The dismissal from the works of any persons employed thereon.
 6. The opening up for inspection of any work covered up.
 7. The amending and making good of any defects under Defects Liability Period.

8. The removal from the site of any materials brought thereon, by the Contractor and the substitution of any other material thereof.
 9. Assignment and giving on sub-contract.
 10. Assessment of delay beyond stipulated Contract Period, and grant of Extension of Time, or levy of liquidated damages.
 11. The postponement of any work to be executed under the provision of this Contract.
 12. Accord approval to the rate of the items not covered under the schedule of rates / BoQ on recommendation of the Engineer – in – Charge.
- o. The **Engineer in Charge** or the **Engineer** is the person named in the Contract Data Civil, Public Health & Electrical Services (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract and valuing the Compensation Events.

The term “Engineer-in-Charge” shall mean the representative of the Employer/I.E , and acting under the orders of the Employer / I.E to inspect the works in the absence of the I.E, the Contractor shall afford the Engineer-in-Charge every facility and assistance for inspecting the works and materials, and for checking and measuring, time and materials.

The Engineer-in-Charge or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials, and such work shall be suspended, or the use of such materials shall be discontinued until the decision of the Employer / I.E is obtained. The works will from time to time ,be examined by the Employer / I.E the Engineer-in-Charge or the other I.E representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. He will visit and verify the works executed and billed by the contractor in each bill. He will monitor the progress of works with reference to the completion schedule and the mile stones fixed in the contract. In case of failure of the Contractor to achieve desired progress he will issue notice to the Contractor to expedite the work, in case the contractor fails to achieve the desired progress despite issue of notice he will take action as per the Conditions of the Contract.

- p. **Equipment** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- q. The **Initial Contract Price** is the Contract Price listed in the Employer’s Letter of Acceptance.

- r. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the contract Data. The Intended Completion Date may be revised only by the Engineer in Charge by issuing letter of extension of time, after seeking approval from the Independent Engineer.
- s. **Materials** are all supplies, including consumable, used by the Contractor for execution of the Works.
- t. **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- u. The **Site** is the area defined as such in the Contract Data.
- v. **Site Investigation Reports** are those which were included in the Bidding documents and are reports about the surface and sub surface conditions at the site.
- w. **Specifications** means the Specification of the works included in the Contract and any modification or addition made or approved by the Engineer.
- x. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall be 28 days from the issuance of LoA. It does not necessarily coincide with any of the Site Possession Dates.
- y. A **Subcontractor** is a person or corporate body, who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- z. **Temporary Works** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.
- aa. A **Variation** is an instruction given by the Engineer in Charge, which varies the works.
- bb. The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer through the Engineer in Charge, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of the Contract.

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

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

- 1) Agreement
- 2) Letter of Acceptance, notice to proceed with the works
- 3) Special Conditions of Contract including Contract Data
- 4) Conditions of Contract
- 5) Contractor's Bid
- 6) Amendments, Clarifications issued to the Request for Proposal (if any),
- 7) Request for Proposal,
- 8) Specifications
- 9) Drawings
- 10) Bill of quantities; and
- 11) Any other document listed in the Contract Data as forming the part of Contract.

3. Language and Law

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

4. I.E. Decisions

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

5. Delegation

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

6. Communications

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

7. Sub-contracting

- 7.1 The Contractor may sub-contract any portion of work with the approval of the Independent Engineer but shall not assign the Contract without the approval of the Independent Engineer in writing. Sub-contracting does not alter the Contractor's obligations.

8. Other Contractors

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

9. Personnel

- 9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. MATERIALS, MACHINERY & EQUIPMENT

- 10.1 The contractor shall arrange and supply at his own cost all material, machinery, equipment, plant, tools ,appliances , implements ,ladder , cordage ,tackle , scaffoldings , water and power supply and temporary works requisite or proper for effective execution of the work , whether original, altered or substituted and whether included in the specification or other documents forming part of the Contract or referred to these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage therefore to and from the work
- 10.2 The Contractor shall bear all the taxes including transportation, loading, unloading, stacking storage, safe custody against the damage due to sun, rain, dampness, fire, theft etc.
- 10.3 The Contractor shall procure all material from sources approved by the Engineer in charge in writing. All the material brought to the site shall be duly accounted for by the contractor and got insured against loss due to any reason what so ever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the Engineer in charge. The department may summon the complete

record of the procurement of materials from the contractor at any time if needed. At site, the material shall be accounted in a manner prescribed by Engineer in charge in writing. The material procured by the contractor shall be strictly according to the specification of that material conforming to ISI standard or any other approving authority as applicable. Storage of the material should be as per approved norm. No damaged or inferior material will be kept at site of work for more than seven days from the date of orders of Engineer in charge to remove the material.

11. Labour

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

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

12. Compliance with Labour Regulations

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

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

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE AND ITS SUBSEQUENT AMENDMENTS TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

1. Workmen Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and the course of employment.
2. Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an 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.
3. Employees P.F. and Miscellaneous Provision Act 1952:- The Act provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 4. 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.
 - Payment of P.F. accumulation on retirement/death etc.
5. Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
6. Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the principal employer by Law. The principal employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of principal employer, if they employ 20 or more contract labour. (In the present Contract, the Contractor alone shall be the employer or the principal employer for all intents and purposes and under no circumstances shall the Employer or the Engineer be reckoned or treated as the principal employer.)
7. 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.
8. Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
9. 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.
10. 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 of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus 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.

11. 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.
12. 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.
13. 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.
14. Child Labour (Prohibition & Regulation) Act 1986:- The act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
15. 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 inter-state 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 aid, travelling expenses from home upto the establishment and back, etc.
16. 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 not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
17. 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.

13. Employer's and Contractor's Risks

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

14. Employer's Risks

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

15. Contractor's Risks

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

16. Insurance

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

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

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

16.3 If the Contractor does not provide any of the policies and certificates required, the Engineer may affect the insurance which the Contractor should have provided and recover the premiums the Engineer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

17. The Works to be completed by the intended Completion Date

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

18. Approval by the Engineer – in - Charge

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

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

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

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

18.4 All drawings prepared by the Contractor for the execution of the temporary or permanent works are subject to prior approval by the Engineer before their use. In case of dispute, if any, decision of the Independent Engineer will be final.

19. Safety

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

20. Discoveries

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

21. Possession of the Site

The Engineer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Engineer is deemed to have delayed the start of the relevant activities and this may be a Compensation Event for the purpose of time extension only without any Cost implication.

22. Access to the Site

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

22.2 The Engineer shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the Contract. If materials or Plant are being manufactured, fabricated or prepared in workshops or places other than those of the Contractor, the Contractor shall obtain permission from the Independent Engineer and his authorized representatives to carry out such inspection and testing in those workshops or places. All the expenses for such visits, inspection shall be borne by the Contractor. Such inspection or testing shall not release the Contractor from any obligation under the Contract.

22.3 The Contractor shall agree with the Engineer on the time and place for the inspection or testing of any materials for Plant as provided in the Contract. The Engineer shall give the Contractor not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the Engineer, or his duly authorized representative, does not attend on the date agreed, the Contractor may, unless otherwise instructed by the Engineer, proceed with the tests, which shall be deemed to have been made in the presence of the Engineer. The Contractor shall forthwith forward to the Engineer duly certified copies of the test readings, if the Engineer has not attended the tests, he shall accept the said readings as accurate.

23. Instructions

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

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

24. Disputes Resolution Mechanism

24.1 The procedure for arbitration will be as follows:

- (a) In case of any dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the provisions of Arbitration and Conciliation Act, 1996 along with its subsequent amendments. The parties shall make efforts to agree on a Sole Arbitrator and only if such an attempt does not succeed, a Arbitral Tribunal consisting of 3 arbitrators, one nominee arbitrator each to be appointed by the Employer and the Contractor and the third arbitrator to be chosen by the two arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In such a situation, the party invoking the arbitration clause shall first provide the name of its nominee arbitrator and thereafter the other party shall provide the name of its nominee arbitrator.
- a. The venue for the arbitration proceedings shall be Chandigarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- b. The decision of the majority arbitrators shall be final and binding upon both the parties. The cost and expenses of arbitration proceedings including fee of the Arbitral Tribunal will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its pleadings, replies etc. as also the fees and expenses paid to the counsel appointed by such party shall be borne by each party itself.
- c. Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

NOTE: - Wherever there is a conflict or inconsistency between the “Special Conditions of Contract” and the other Conditions of Contract, the provisions stipulated in the “Special Conditions of Contract” shall prevail over and supersede those appearing in the other Conditions of the Contract.

B. TIME CONTROL

25. Programme

- 25.1 Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a resource loaded Programme showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- 25.2 An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 25.3 The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 25.4 The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

- 26.1 The Independent Engineer on recommendation of Engineer-in-charge shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 26.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 26.3. The Engineer shall within 14 days of receiving full justification from the Contractor for extension of Intended Completion Date refer to the Independent Engineer for his decision. The Independent Engineer shall in not more than 21 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision. If the Independent Engineer fails to give his acceptance, the Engineer

shall not grant the extension and the Contractor may refer the matter to the Dispute Resolution Mechanism under Clause 24.

27. Delays Ordered by the Engineer

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

28. Management Meetings

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

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

29. Early Warning

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

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

C. QUALITY CONTROL

30. Identifying Defects

30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

30.2 **Consultants for Quality Control:** It is expected that Contractor will have proper quality control staff and procedures in order to ensure quality. They are also expected to improve their procedures in line with ISO 9002 and get the certification. The Employer shall engage a competent and Independent Quality Control Consultant approved by Independent Engineer 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 by the contractor and will be used by the consultant free of charge. Trained staff will be employed by the consultant. The payment of the quality control consultant shall be made by the employer direct as per the copy of the agreement between consultant and Employer. The consultant shall guide the contractor 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 shall also supply a copy of all these reports, tests and checks to the Engineer regularly. The contractor shall also attach a copy of these reports, tests and checks with his bill, without which no payment shall be made. The Independent Engineer will be free to conduct surprise, random or in site checks so as to have cross check on quality. Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution.

30.3 Action and Compensation in case of Bad Work

If it appears to the Engineer or his subordinate-in-charge of the work that any work or part of it has been executed with unsound, imperfect, unskillful workmanship or with materials of any inferior description or that any articles or materials provided by the Contractor for the execution of the work are unsound or of inferior quality to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on written instructions by the Engineer specifying unsound the work, materials or articles, forthwith rectify or remove and reconstruct the work so specified in whole or part, as the case may require or as the case may be, remove the materials or articles at his own proper charge and cost, within a period specified by the Engineer. In the event of his falling to do so, the Contractor shall be liable to pay compensation at the rate of 1.00 % of the estimated amount of unsound work per week. In case the Contractor does not make the necessary compliance at all, the Engineer may rectify or remove and, re-execute the work or remove and replace with others, the materials or articles complained of as the case may be, at risk and expenses of the Contractor

31 Identifying Defects

The Engineer shall check the Contractor's work and notify the contractor of any defects that are found. The note of the Engineer shall give the description of the

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

32. Tests

If the Engineer-in-charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

33. Correction of Defects

33.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

34. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

35. Bill of Quantities

- 35.1 In Lumpsum Contracts the Bill of Quantities given in this document are provisional and are meant to indicate the intent of the work and to provide a uniform basis for Bidding. The Foundation reserves the right to increase or decrease any of the quantities or to totally omit any item of work. The Contractor shall not claim any extras or damages of any nature on these grounds.
- 35.2 Where the Contractor has not quoted against and entered the bid for item / items in the Bill of Quantities and the Employer accepts the bid. The bid of the Contractor shall be considered to have accounted for the cost of the item / items of work not quoted for included in the rates of other items of the bid.
- 35.3 The Contractor shall execute the full quantity of the said item / items in the Bill of Quantities at his own cost without charging extra.
- 35.4 The item / items of work which cannot be executed in full for any reason, the value of such work / works, to the extent not executed and as assessed by the Independent Engineer shall not be deducted from any bills, notwithstanding the fact, that the contract sum of the value of work done, decreases from the value of work at the time of award of work. The decision of the Employer, in all such cases, shall be final and binding on the Contractor.
- 35.5 Any variation either addition, or deletion in any of the items required by the Foundation during execution of work will be based on the unit rates quoted by the contractor.
- 35.6 Any error in description or in quantity or omission of items, from the Contract Bill of Quantities shall not vitiate this Contract but shall be treated as a variation.

36. Change in the Quantities

Quantities can change at site as per change of structural/Architectural drawings.

37 Variations

The Variations in the quantities has no implication on the Bill of Quantities of the as the Project is Lumpsum Project and the detailed design is the Scope of the Contractor.

38. Payments for Variation

38.1 The rates for such additional altered, substituted work or part of any item shall be determined in accordance with the following provisions in their respective order.

- i. If the rate of the additional , altered, substituted work or part of any item are specified in the contract for the work the contractor is bound to carry out the additional, altered substituted work or part of any item at the same rates as are specified in the contractor for work or derived from the similar items:-
- ii. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates for a similar class of work as are specified in the contact for the work.
- iii. If the rates cannot be determined as provided in (i) and (ii) above, then such work shall be paid at the rates entered in common schedule of the rates (on date of tender) minus/plus the applicable ceiling premium.
- iv. If the rates cannot be determined as provided in (i) , (ii) and (iii) above, then such work shall be paid at the rates entered in Punjab latest schedule of the rates minus/plus the applicable index.
- v. If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Clause (i) (ii) (iii) and (iv) above, then the Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

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

39. Cash Flow Forecasts

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

40. Payment Certificates

40.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

40.2 The Engineer shall check the Contractor's monthly statements within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or

debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub clause 48.3 of the Contract Data (Secured Advance).

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

40.4 The value of work executed shall comprise the value of the percentage of the scope of works completed, multiplied by the rates as mentioned in detailed approved BoQ submitted by the Contractor.

40.5. The value of work executed shall include the valuation of Variations and Compensation Events.

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

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. Progressive payments shall be made as under: -

After submission of bill by Contractor, Engineer-in-charge will check & enter the bill and forward it to the Independent Engineer within 14 days. Independent Engineer shall submit to Employer after certifying the same within 14 days. EMPLOYER shall issue the cheque not later than 15 days after receipt of certified bills from Independent Engineer. The Employer shall pay the Contractor the amounts certified by the Engineer within 30 days of the date of each certificate.

41.2 If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

41.3 Each bill shall be accompanied by the following documents:

- i. Measurements and Quantities of items of work done since last bill.
- ii. Copies of Quality Control Tests in specified format covering the work done since last bill.
- iii. Copies of instructions recorded in the site instruction book containing the instructions and compliance made thereof, covering the work done since last bill.

41.4 Final Bill will be submitted by the Contractor within three months from the date of completion of the all the works. The bill shall be based only on works as measured and at accepted Contract Rates, including rates for any additional or extra work, which might have been sanctioned by the Employer. All Deductions due under the Contract shall be made. Final Bill shall be certified by the Engineer in Charge within 45 days of the submission by the Contractor and sent to the Independent Engineer. The Independent Engineer shall verify the Final Bill within 30 days and send it to the EMPLOYER for final payment. The EMPLOYER shall make the final payment based on the recommendations within 30 days of the receipt of the final bill.

42. **Compensation Events**

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

- a) The Engineer does not give Possession / access to a part of the Site as stipulated in Clause 21 /22 by the Site Possession Date stated in the **Contract Data**.
- b) The Employer modifies the schedule of other Contractors in a way which affects the work of the Contractor under the contract.
- c) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or other reasons.
- d) The effect on the Contractor of any of the Employer's Risks.
- e) The Engineer unreasonably delays issuing a Certificate of Completion.
- f) Other Compensation Events listed in the **Contract Data** or mentioned in the Contract.

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

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

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

43. **Tax**

43.1 The financial liability on account of any applicable taxes, duties, levies etc, as may be applicable on the amounts received by the Contractor from Employer shall be solely borne by the Contractor. The Contractor alone shall be responsible in all respects for the payment of all taxes in a timely manner and filing the returns in respect thereof as per the applicable laws. However, towards compliance with the applicable Income Tax laws, Employer shall deduct Income Tax at source (TDS) and

other applicable cess from the payments to be made by Employer to Contractor and Contractor shall not object to the same.

43. 2 The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

44. Currencies

All payments shall be made in Indian Rupees.

45. Price Adjustment

- 45.1 Contract Price shall be adjusted for increase or decrease in rates and price of Bitumen, Cement & Steel only in accordance with the following principles and as per formula given in contract data”

a. The Price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the Contractor.

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

(No price adjustment is to be paid for the work done in the period of first six months from the date of award of the contract irrespective of the time period specified.

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

46 Retention

- 46.1 The Engineer on behalf of the Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

- 46.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to the Engineer on behalf of the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Engineer on behalf of the Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be paid interest on the over payment calculated from the date of payment to the date of repayment at the rate of 8% per annum.
- 47.3 If the contractor fails to comply with the time for completion as stipulated in the tender, then the Contractor shall pay to the Employer (through the Engineer), the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.
- 47.4 If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

48. Advance Payment

- 48.1 The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Independent Engineer on behalf of the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall be charged at the rate of 12% per annum on the advance payment.
- 48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.
- 48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed

percentages of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done.

48.4 Secured Advance

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

49. Securities

The Performance Security (including additional security for unbalance bids) shall be provided to the Engineer on behalf of the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and for and by a bank or surety acceptable to the Engineer on behalf of the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days pursuant to the date of expiry of the Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the issue of the certificate of completion.

- 49.1.** The Performance Security (including additional security for unbalance bids) shall be provided to the Engineer on behalf of the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and for and by a bank or surety acceptable to the Engineer on behalf of the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days pursuant to the date of expiry of the Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the issue of the certificate of completion.

50. Cost of Repairs

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

E. FINISHING THE CONTRACT

51. Completion

The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the work is completed.

52. Taking Over

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

53. Final Account

Final Bill will be submitted by the Contractor within three months from the date of completion of the all the works. The bill shall be based only on works as measured and at accepted Contract Rates, including rates for any additional or extra work, which might have been sanctioned by the Employer. All Deductions due under the Contract shall be made. Final Bill shall be certified by the Engineer in Charge within 45 days of the submission by the Contractor and sent to the Independent Engineer. The Independent Engineer shall verify the Final Bill within 15 days and send it to the EMPLOYER for final payment. The EMPLOYER shall make the final payment based on the recommendations within 15 days of the receipt of the final bill.

54. Operating and Maintenance Manuals

54.1 The Contractor shall supply, as built drawings and the operating manuals, guarantee papers for all the equipments installed as stated in the Contract Data.

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

55. Termination

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

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

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

- b)** the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- c)** the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d)** a payment certified by the Engineer is not paid by the Employer to the Contractor within 90 days of the date of the Engineer's certificate;
- e)** the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- f)** the Contractor does not maintain a security which is required;
- g)** the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- h)** if the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- i)** In case the contractor is a partnership firm or any other such legal entity having more than one constituents, the contractor shall not change its legal constitution in any manner during the subsistence of contract. The share holding, percentage/extent of partnership or other interest of the original constituents of the Contractor shall not be diluted or varied during the subsistence of Contract.
- j)** The Contractor shall not engage the services of any sub Contractor for the purposes of discharging obligation under the Contract without approval of the Engineer.

55.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

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

55.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

56. Payment upon Termination

56.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at

source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Engineer or Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Engineer on behalf of the Employer.

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

57. Property

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

58. Release for Performance

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

F. SPECIAL CONDITIONS OF CONTRACT

59. **Separate contracts :**

The Employer reserves the right, to let other Contracts, in connection with the works as mention in this document. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and co-ordinate his work with theirs. If any part of Contractor's or Sub-Contractor's work depends for proper execution or results upon the work of any other Contractor or Sub-Contractor, the Contractor shall inspect and promptly report to the I.E any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, - except as to defects which may develop in the other Contractor's or Sub-Contractor's work -, after the execution of the work. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the I.E any discrepancy between the executed work and the Drawings.

60. **Samples and Shop Drawings**

After the award of the Contract, the Contractor shall furnish for the approval of the Independent Engineer, with such promptness as to cause no delay in his work or in that of any other Sub-Contractor, design, detailed drawings upon approval of design, samples and shop drawings required by the specification or by the Employer / I.E.

Unless specifically authorized all samples must be submitted for approval within fifteen days of signing the Contract and not less than thirty days before the date the particular work involved is scheduled to begin.

Accepted samples, will be retained by the Employer, and materials or goods delivered, which are not, up to the Standard of the Samples , will be rejected.

The Contractor has to allow for executing mock-up panels, for elements of the Works, as directed and described by the Employer / I.E , in the respective Particular Specification.

All finishing and special materials as listed in Appendix A of Section -VI of this RFP, shall be presented on display boards in the minimum amount or minimum sample quantity as instructed by The Independent Engineer, as a package.

The Employer / I.E, shall check and approve such samples, with reasonable promptness only for conformity with the design concept of the project and for compliance with the information in the Contract Documents. The Employer shall sign on all the selected samples produced by the Contractor and shall be retained at site Mock-up Room till the completion of the Project. The Work shall be carried out in accordance with the approved samples.

**SECTION – IV
CONTRACT DATA**

CONTRACT DATA

Clause Reference with respect to Section 3

Item marked “N/A” do not apply in this Contract.

1.	Name of the Employer is		[Cl.1.1]
		Assignee Chief Executive Officer Ludhiana Smart City Limited	
	Name: Address:	Chief Executive Officer Ludhiana Smart City Limited, Office of Municipal Corporation Ludhiana, Zone D – Sarabha Nagar, Ludhiana	
2.	Independent Engineer	To be Nominated Later	
3.	The Engineer is To be Nominated Later		
4			

5.	The Defects Liability Period is 2 years days from the date of completion The contractor should execute and produce on Indemnity Bond for the period of two years against any loss or expenditure incurred to rectify any defect noticed due to faulty workmanship by contractor.		
8.	The Start Date shall be 28 days from the date of issue of letter of acceptance sent to the successful Bidder.		Cl 1(r)
9.	The Intended Completion Date for the whole works is 18 months after start of work. The Contractor shall ensure due diligence to achieve progress of work not less than that indicated in the following milestones:-		[Cl. 2.2]

	i) On Lapse of 25% contractual time : 10% ii) On Lapse of 50% contractual time : 30% iii) On Lapse of 75% contractual time : 65% iv) On Lapse of 100% (full) contractual time :100%	
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10	The Site is located at Ludhiana	
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12.	The law which applies to the Contract is the Law of Union of India.	[C3.1]
13.	The language of the Contract documents is English.	[Cl.3.1]

14.	Limit of sub contracting: 25% of Initial Contract Price subject to approval of Independent Engineer.	[Cl.7.1]
15.	The Schedule of Other Contractors (will be supplied later on).	[Cl.8]
16.	The Schedule of Key Personnel As per Annex-II to Section I.	[Cl.9]

17.	<p>The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.</p> <p>Subject to additional provisions, mentioned below, the entire and collective liability of the Contractor arising out of, or relating to this agreement will be to the extent of the agreed final total Fee as quoted by the Contractor:</p> <p>a. Except in case of gross negligence or willful misconduct on the part of the Contractor's or on the part of any person or firm acting on behalf of the Contractor in carrying out the Services, the Contractor, with respect to damage caused by the Contractor to the Employer's property, shall not be liable to the Employer:</p> <p>(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage.</p> <p>This limitation of liability shall not affect the Contractor's liability, if any, for damage to Third Parties caused by the Contractor's or any person or firm acting on behalf of the Contractor in carrying out the Services.</p>	[Cl.16]
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18.	The Site Possession Dates shall be Date of award of contract	[Cl.21]

19.	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance.	[Cl. 25]
20.	The period between programme updates shall be 30 days.	[Cl. 25.3]
21.	The amount to be withheld for late submission of an updated programme shall be Rs.10 lakhs.	[Cl. 25.3]

22.	The proportion of payment retained (retention money) shall be 5% from each bill.		[Cl 46.1]
23.	Amount of liquidated damages for delay in completion of works.	<u>For Whole of work</u> (1/2000)th of the Initial Contract Price, rounded off to the nearest Thousand, per day.	[Cl 47.1]
24.	Maximum limit of liquidated damages for delay in completion of work	10 percent of the Initial Contract Price rounded off to the nearest thousand. Liquidated Damages during Operations and Maintenance. In case of failure by the Contractor to carry out the O&M as per the O&M respective Schedule mentioned in Volume II of the document Liquidity Damages would be levied at the rate as mentioned in the Appendix -1 of this PCC In addition to the above, the works would be carried out and the LSCL would back charge the bidder along with a markup of 20% on the actual cost incurred to carry out the said work.	[Cl 47.1]

	The amount of the advance payment are:		
25	Nature of Advance	Amount (Rs.) Conditions to Be fulfilled.	
i.	Mobilization Advance	a) On application by the Contractor, mobilization advance against bank Guarantee to the extent of 5% of the	[Cl 48]

			contract price may be paid to the contractor at an interest rate of 12% per annum simple interest.	
		b)	The contractor shall be entitled to, on request, additional mobilization advance upto a maximum of 5% of the initial contract amount against bank guarantee. This mobilization advance shall be paid subject to the condition that the contractor shall have collected at site usual machinery and material valuing at least equal to 5% of the initial contract amount and physically started the work. The 12% rate of interest per annum will be charged on mobilization advance.	
ii	Secured Advance for non-perishable materials brought at site.		The contractor 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 60% of the estimated value of any materials, which in the opinion of Engineer-in-charge is non-perishable under para 2.105 of P.W.D. code coupled in Accordance 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 as the time of making advance.	
			<p>a) The materials are in-accordance with the specification for works.</p> <p>b) Such materials have been delivered to side, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the extra material in measurable Stacks.</p> <p>c) The Contractor's record of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer.</p> <p>d) The Contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and</p>	

			<p>providing evidence of ownership and payment thereof.</p> <p>e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted and Indemnity Bond in an acceptable format and</p> <p>f) The quantities of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.</p>	
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(The advance payment will be paid to the Contactor no later than 28 days after fulfillment of the above conditions.)

26.	<p>Repayment of advance payment for mobilization.</p> <p>The recovery of mobilization advance and interest thereof shall stand start when 20% of the work is completed and shall be fully made when 80% of the work stands completed based on pro rata basis, provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clause 17 and 26.</p>	
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27.	The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:	
28.	<p>Performance Security for 5 per cent of contract price plus Rs..... (to be decided after evaluation of the bid) as additional security in terms of for unbalanced bids.</p> <p>The 50% of the performance security shall be returned back after the issuing of the completion certificate for Constructions and 50% after the Completion of the Defect Liability Period.</p> <p>Prior to 30 Days of Start of Operation & Maintenance period the contractor should submit, another performance security for Operation & Maintenance which will be Ten Percent (10%) of Total cost of Operation & Maintenance.</p>	Cl 49
29	The standard form of Performance Security acceptable to the Employer shall be an <u>unconditional</u> Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.	
30	The Schedule of Operating and Maintenance Manuals : 15 days after completion.	
31.	The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as ;the case may be.	
32.	The amount to be withheld for failing to supply “as built” drawings by the	

	date required is Rs.10 lakhs.	
33.	The following events shall also be fundamental breach of contract: “The Contractor has contravened Sub-clause 7.1 and Clause 9 of GCC.”	[Cl.59.2]
34.	The percentage to apply to the value of the work not completed representing the Employer’s additional cost for completing the Works shall be <u>20</u> per cent.	[Cl.60]

ADJUSTMENT FOR BITUMEN COMPONENT

(o.Price adjustment for increase or decrease in the

cost of bitumen shall be paid in accordance

with the following formula;

$$Vb = Pb \times (3, -Bo)$$

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

Bo = The official retail price of bitumen at the IOC Depot

at nearest center (Panipat) considered by the Foundation while approving the invitation of the Bids. This price for the work under consideration is Rs. [Bitumen price as on] •

B, = The official retail price of bitumen of IOC Depot at nearest center (Panipat) for the month under consideration.

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

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

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

ADJUSTMENT FOR CEMENT COMPONENT

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

$$\backslash To = No \times Ro (Ci - oo) / Co$$

\To =Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement.

CoThe initial price of cement per 50 kg bag based on the All India whole sale price index for cement, as published by the Ministry of Industrial Development, Government of India, New Delhi, As on the date on which the rate of cement Re was enforced by the Department

Ci=The current price of cement per 50 bag based on the All India average whole sale price index for cement published by the Ministry of Industrial Development, Government of India, New Delhi (current = month under consideration)

Rc=Rate of Cement per 50 Kg bag considered by the Department while inviting the bids, i.e. Rs. per bag as on (date of fixing of this rate as a CSR rate).

Nc= Number of 50 Kg cement bags actually consumed in work during the period under consideration.

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

ADJUSTMENT FOR STEEL COMPONENT

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

$$V_s = Q_s \times RS \frac{(S_i - S_o)}{S_o}$$

V_s = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for cement.

S_o = The initial price of steel per metric tonne based on the All India whole sale price index for steel, as published by the Ministry of Industrial Development, Government of India, New Delhi, As on the date on which the rate of steel Rs. was enforced by the Department

S_i = The current price of steel per metric tonne based on the All India average whole sale price index for steel, as published by the Ministry of Industrial Development, Government of India, New Delhi (Current = Month under consideration)

RS = Rate of Steel per metric tonne considered by the Department while inviting the bids, i.e. Rs. per metric tonne as on (date of fixing of this rate as a CSR rate).

Q_s = Quantity of Steel in metric tonne actually consumed in work during the period under consideration.

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

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

Repair/rectification of Defects and deficiencies

The Contractor shall repair and rectify the Defects and deficiencies specified in this Schedule within the time limit set forth in the table below.

Nature of Defect or deficiency		Time limit for repair/rectification
ROADS		
(a)	Carriageway and paved shoulders	
(i)	Breach or blockade	Temporary restoration of traffic within 24 hours; permanent restoration within 15 (fifteen) days
(ii)	Roughness value exceeding 2,000 mm in a stretch of 1 km (as measured by a calibrated bump integrator)	120 (one hundred and twenty) days
(iii)	Pot holes	24 hours
(iv)	Any cracks in road surface	15 (fifteen) days
(v)	Any depressions, rutting exceeding 10 mm in road surface	30 (thirty) days
(vi)	Bleeding/skidding	7 (seven) days
(vii)	Any other defect/distress on the road	15 (fifteen) days
(viii)	Damage to pavement edges	15 (fifteen) days
(b)	Road side furniture including road sign and pavement marking	
(i)	Damage to shape or position, poor visibility or loss of retro-reflectivity	As and when required/Once every year
(ii)	Painting of km stone, railing, parapets, crash barriers	7 (seven) days
(iii)	Damaged/missing road signs requiring replacement	7 (seven) days
(iv)	Damage to road mark ups	24 hours
(c)	Road lighting	
	Any major failure of the system	24 hours
	Faults and minor failures	8 hours
(d)	Trees and plantation	
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	24 hours
(ii)	Removal of fallen trees from carriageway	4 hours
(iii)	Trees and bushes requiring replacement	30 (thirty) days
(iv)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days

[Note: Where necessary, the Authority may modify the time limit for repair/rectification, or add to the nature of Defect or deficiency before issuing the bidding document, with the approval of the competent authority.]

APPENDIX 1 (REFERENCE TO CLAUSE 49)

PAYMENT REDUCTION FOR NON-COMPLIANCE

1. Payment reduction for non-compliance with the Maintenance Requirements

- 1.1 Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Schedule.
- 1.2 Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.
- 1.3 The Project Manager shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

2. Percentage reductions in lump sum payments

- 2.1 The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(a)	Carriageway/Pavement	
	Potholes, cracks, other surface defects	5%
	Repairs of Edges, Rutting	5%
(b)	Road, Embankment, Cuttings, Shoulders	
	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions	5%
	Deficient slopes, raincuts, disturbed pitching, vegetation growth, pruning of trees	5%
	Road Side Multi Utility Corridor	
	cycle track, pedestrian pathway, tiling works, kerbs etc.	10%
	bus shelter, bus stops, vending kiosks	10%
	Street lights, pedestrian lights, accent lights	5%
	Signages, bollards, tree pits and grates, dustbins	5%
	Benches and other road furniture	10%
(c)	Bridges and Culverts	
	Desilting, cleaning, vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations	5%
	Any Defects in superstructures, bearings and sub-structures	5%
	Painting, repairs/replacement kerbs, railings, parapets, guideposts/crash barriers	5%
(d)	Road Furniture	
	Cleaning, painting, replacement of road signs, delineators, road markings	5%
(e)	Miscellaneous Items	
	Removal of dead animals, broken down/accident vehicles, fallen trees, road	5%

	blockades or malfunctioning of mobile crane	
	Any other Defects in accordance with paragraph 1.	5%
(g)	Defects in Other Project Facilities	5%

2.2 The amount to be deducted from monthly lump-sum payment for non-compliance of particular item shall be calculated as under:

$$R = P/100 \times M$$

Where P = Percentage of particular item/Defect/deficiency for deduction

M = Monthly lump-sum payment in accordance with the Bid

R = Reduction (the amount to be deducted for noncompliance for a particular item/Defect/deficiency)

The total amount of reduction shall be arrived at by summation of reductions for such items/Defects/deficiency or noncompliance.

SECTION - V

SECURITIES AND OTHER FORMS

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

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

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

We have been informed that *_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is _____ hereby _____ excluded.

[signature(s)]

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

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GCC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

() *[insert amount in words]* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Indenture For Secured Advances

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

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

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

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

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

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

1. That the said sum of Rupees so advanced by the Employer to the Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
2. That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the Contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advances has be made to him as aforesaid.
3. That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said work in accordance with the directions of the project Manager.
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 Project Manager 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 Project Manager.

5. That the said materials shall not be any account be removed from the site of the said works except with the written permission of the Project Manager 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 (12%) per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
8. That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees and any further sum of sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in- before contained shall become enforceable and the money owing shall not be paid in accordance there with the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:
 - a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due to the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the

- balance is against the Contractor, he is to pay same to the Employer on demand.
- b. Remove and sell by public auction the seized materials or any part thereof 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.

AGREEMENT FORM

Agreement

This agreement, made the _____ day of _____ between _____
(name and address of employer) [hereinafter called “the Employer”] and

_____ (name and address of
contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that the contractor execute

_____ (Name and identification number of Contract) (hereinafter called “the works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Notice to proceed with the works;
 - iii. Condition of Contract: Special, Contract Data and General
 - iv. Amendments/ Clarifications issued to the RFP (if any), RFP, Contractor’s Bid
 - v. Drawings
 - vi. Bill of quantities and
 - vii. Any other documents listed in the Contract Data as forming part of the contract.

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

The Common Seal of _____ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

_____ In the presence of :

Binding Signature of Employer _____

Binding signature of Contractor _____

UNDERTAKING

I, the undertaking 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 it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by the Authorised Officer of the Firm)

Title of the Officer

Name of Firm

DATE

SECTION – VI

DRAWINGS / MAKES / SPECIFICATIONS / BILL OF QUANTITIES