



J&K PROJECTS CONSTRUCTION CORPORATION LTD.
(A J&K State Govt. Undertaking)

OFFICE OF DEPUTY GENERAL MANAGER, UNIT KISHTWAR
SHORT NOTICE INVITING TENDER

E-NIT NO: 51 of 2019-20

Dated: 27-12-2019

On behalf of the Managing Director J&K PCC Ltd. e-tenders on item rate basis are invited from approved and eligible contractors registered with J&K State Govt., CPWD, Railways,(A class and above/ firms) / Empanelled piece worker of J&K PCC Ltd. for the work mentioned below:-

S. No	Name of work	Approx. cost	Earnest Money	Tender Cost	Time of completion
1.	Construction of administrative Block of Govt. Polytechnic College Kishtwar (Ground floor upto slab level).	Rs. 96.30 Lakhs	Rs. 1.926 Lacs	Rs. 2,000.00	06 months
2.	Construction of Civil Work of Middle Terrace of Govt. Polytechnic College Kishtwar (above plinth level).	Rs. 31.70 Lakhs	Rs. 0.634 Lacs	Rs. 1,000.00	04 months
3.	Laying of RCC Slab of Lower Terrace (1st Floor Level)at Govt. Polytechnic College Kishtwar.	Rs. 4.32 Lakhs	Rs. 8640/-	Rs. 500.00	02 months

Note:

1. Qualification Criteria, critical dates for bidding, scope of work, tender document, BOQ and all other terms and conditions can be seen and downloaded on www.jktenders.gov.in from **31-12-2019 1600 Hrs to 15-01-2020 (1600 Hr)**
2. Any other information regarding e-tendering process can be had from the office of Deputy General Manager, JKPCCLtd., Unit Kishtwar during office hrs.

No. JKPCCLtd./KU/1710-17

Dt:- 27-12-2019

Sd/-

Deputy General Manager
JKPCCLtd., Unit
Kishtwar.

Copy to the:-

1. Executive Director, JKPCCLtd., Jammu for information.
2. Financial Controller JKPCCLtd. Jammu for favour of information.
3. General Manager, JKPCCLtd., Jammu for information.
4. Deputy Director Information Department Jammu with the request that e- tender notice may kindly be published in two leading local English dailies.
5. Pvt. Secretary to M.D. for kind information of Managing Director J&K PCC Ltd..
6. Accounts Officer JKPCCLtd. Jammu for information.
7. T.O to Managing Director J&K PCC Ltd. Jammu for information.
8. I/c E-tendering cell for uploading the tender on official website www.jktenders.gov.in

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GENERAL CONDITIONS:-

A. Invitation of Tender:-

1. Date of Publishing on **30-12--2019**
2. The complete bidding process will be on line.
3. The Bidding documents can be downloaded from the website <http://jktenders.gov.in> from **31-12-2019 (1600 Hrs) to 15-01-2020 (1600 Hrs)**.
4. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from **31-12-2019 (1600 Hrs) to 15-01-2020 (1600 Hrs)**.
5. The original instruments in respect of cost of Documents, EMD/Bank Guarantee etc. must be delivered by the L1 only before allotment of work.
6. Technical bids of bidders shall be opened on line in the office of **General Manager, JKPCC Ltd., Jammu** on **17-01-2020 at 1200 Hrs**

7. Bid documents can be seen at and downloaded from the website **<http://jktenders.gov.in>**. Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
8. The cost of tender shall be deposited by the prospective bidder through banking mechanism as per the following bank detail.
 - i) **Name of Bank:- J&K Bank Ltd.**
 - ii) **Account Title:- Financial Controller J&K PCC Ltd. (Current Account)**
 - iii) **Account No. 0084010100002408**
 - iv) **Branch:- New Secretariat Road Srinagar**
 - v) **IFSC Code:- JAKA0PROMPT**
 - vi) **Swift Code:- JAKABBINRSGR-Optional**
8. The bidder shall upload scanned copy of payment acknowledgement slip. Similarly the earnest money shall be duly pledged to **Account Officer, J&K PCC Ltd. Jammu payable at Jammu** and upload only a scanned copy of the certificate on the website.
 - b) However, before allotting the work or issuing supply order, the lowest bidder shall have to submit the original certificate, CRD/FDR/Bank Guarantee.
9. Price Bid will be opened in the office of the **General Manager, JKPCCLtd, Jammu.**
10. The bid for the work shall remain open for acceptance for a period of **90 days** from the date of opening of bids. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
11. No Engineer of Gazette rank or other Gazette Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a Contractor for a period of two years after his retirement from Government service, without permission of the Government. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's Service.
12. Other details can be seen in the bidding documents.
13. The site for the work is available.
14. **Instruction to bidders regarding e-tendering process**
 - a. The interested bidder can download the NIT/bidding document from the website **<http://jktenders.gov.in>**

b. To participate in bidding process, bidders have to get (DSC) “Digital Signature Certificate” as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.

c. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature No Proposal will be accepted in physical form.

d. Bids will be opened online as per time schedule.

e. Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.

f. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.

g. All the required information for bid must be filled and submitted online

h. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered post/courier as per time schedule specified.

i. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.

J. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.

K. He guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>

15. Labour for Traffic control/watch and ward as per necessity at site shall be supplied by the firm and nothing extra shall be paid in this behalf by the Department.

No: JKPCC/KU/1710-17

Dt:- 27-12-2019

Sd/-

**Deputy General Manager
JKPCC Ltd., Unit-Kishtwar,
Kishtwar**

Copy to:

- 1 Executive Director, JKPCC Ltd., Jammu for information.
 - 2 Financial Controller JKPC Ltd. Srinagar for favour of information.
 - 3 General Manager, JKPCC Ltd., Jammu for information.
 - 4 Deputy Director Information Department Jammu with the request that e- tender notice may kindly be published in two leading local English dailies.
 - 5 Pvt. Secretary to M.D. for kind information of Managing Director J&K PCC Ltd..
 - 6 Accounts Officer JKPCC Ltd. Jammu for information.
 - 7 T.O to Managing Director J&K PCC Ltd. Jammu for information.
- 1)** I/c E-tendering cell for uploading the tender on official website www.jktenders.gov.in

Important Instructions for Bidders

1. Bidders are advised to scan their documents on 100 dpi with Black & White option.
2. Bidders are advised to download Bid Submission manual for the help of Bid Submission process from the “**Downloads**” option as well as from “**Bidders Manual Kit**” on home page of www.jktenders.gov.in
3. Bidders are advised not to make any change in **BOQ (Bill of Quantity)** contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloads from the site should be used for filling the rates and it should be saved with same name.
4. Bidders are required to quote net rate inclusive of all taxes in **BOQ (Excels)** format in respect of per RMT with respect item of works to be executed as specified in the name of work.
5. Bidders are advised to use “**My Documents**” area in their user on Jammu & Kashmir **JKTENDERS** e-Tendering portal to store their documents which are used in all Tenders like VAT certificate etc and attach these certificates as Non Statutory documents while submitting their bids
6. Presently, scrutiny of the Technical Bid is being done after opening of Technical Bid. Hence, system generated e-Mails confirming acceptance of bid are to be ignored.
7. The Bid i.e. Technical Bid as well as Financial Bid is to be submitted online on web portal www.jktenders.gov.in .
8. (Bidders are advised to use “My Documents” area in their user on e-Tendering portal (jktenders.gov.in) to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

QUALIFICATION CRITERIA

Bidder must submit the following document on line for the eligibility for Participation

1. Cost of tender document
2. Earnest Money
3. Registration Certificate of Contractor or firm with state/ Central Government Department
4. PAN Card copy
5. GST Registration Certificate.
6. Successful completion of work certificate shall obtain from the officer to the rank of executive engineer or equivalent.

Experience of having successfully completed one work of similar nature cost not less than 40% of estimated cost (from start to completion) during the last five year ending last day of month (for S. No. 01 & S .No. 02 of said E-NIT) .

7. BOQ Excel file
8. **The key constructional material like cement (for S. No. 01) shall be supplied by the corporation to the contractor and cost thereof shall be deducted from the contractor's bill as per the following rates:-**

(i). Cement @ Rs. 550/ bag

SECTION -2

INSTRUCTIONS TO BIDDERS (ITB)

Table of Clauses

Clause	A. General	D. Submission of Bids
1	Scope of Bid	Deadline for Submission of Bids
2	Source of Funds	Late Bids
3	Eligible Bidders	E. Bid Opening
4	Qualification of the Bidder	Bid Opening
5	One Bid Bidding	Process to be Confidential
6	Cost of Bidding	Clarification of Bids and Contacting the Employer
7	Site Visit	Examination of bids and Determination of Responsiveness
	B. Bidding Documents and Evaluation.	Evaluation and Comparison of Bids
8	Content of Bidding Documents	Price Preference
9	Clarification of Bidding Documents	F. Award of Contract
10	Amendment of Bidding Documents	Award Criteria
	C. Preparation of bids	Employer's Right to Accept any Bid and to Reject any or all Bids
11	Language of Bid	Notification of Award
12	Documents Comprising the Bid	Corrupt Practices
13	Bid prices	
14	Currencies of Bid and payment	
15	Bid Validity	
16	Earnest Money	
17	Alternative Proposals by Bidders	
18	Format and Signing of Bid	
19	Sealing and Marking of Bids	

GENERAL

1. SOURCE OF FUNDS

1.1 The Government of Jammu & Kashmir State as defined in the Appendix to ITB has decided to undertake these works.

2. ELIGIBLE BIDDERS

2.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.

3. QUALIFICATION OF THE BIDDER

To be eligible to participate in the bidding, the Prospective bidder should meet the minimum qualification criteria set forth hereunder supported with relevant documents

4.1) Registration certificate for the execution of works issued by any Govt. Department/ PSU's. Contractor should be A or B Or empanelled JKPC worker.

4.3 B (a) Each bidder must produce:

- (i) An affidavit that the information furnished with the bid documents is correct in all respect; and
- (ii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificate shall make the bid non-responsive.
- (c) The Bidder is supposed to not have in his employment:
 - (i) Then ear relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.

4.2) To qualify for a package of contract made up of this and other contracts for which bid are invited in the Notice Inviting Tender the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

5. ONE BID PER BIDDER

5.1) Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause 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 or liable for those costs.

7. SITE VISIT

7.1) Intending Tenders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise at his own cost. All materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

BIDDING DOCUMENTS

8. CONTENT OF BIDDING DOCUMENTS

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

- 1 Notice Inviting Tender
- 2 Instructions to Bidders

3. Conditions of Contract
 (Part I General Conditions of Contract:
 Part II Special Conditions of Contract)
 4. Contract Data

- 5. Technical Specifications
- 6. Bill of Quantities
- 7. Form of Bid
- 8. Securities and other Forms Form of Acceptance.
- 9. Drawings

8.2) Bidding documents can be seen and downloaded free from the website.

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

9 CLARIFICATION OF BIDDING DOCUMENTS AND PRE-BID MEETING

9.1.1A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

9.2 PRE-BID MEETING

9.2.1 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it as per date, time and address are given in the Appendix to ITB.

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

9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting including the text of the questions raised (without identifying the source of the inquiry) and the response given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

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

10. AMENDMENT OF BIDDING DOCUMENTS

- 10.1 Before the deadline for submission of bids the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable / Fax to the Employer.
- 10.3 To give prospective bidders reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids in accordance with Clause 20.2 of ITB.

C. PREPARATION OF BIDS

11 Language of Bid: **English**

11.1 All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12 DOCUMENTS COMPRISING THE BID

12.1 The bid submitted by the Bidder in electronic form shall be in two separate parts:

Part I This shall be named **Technical Bid** and shall comprise of

Scanned copy of following documents

- i. Copy of EMD in the form of CDR/FDR
- ii. Copy of Tender Cost in the form of D.D

List of Document to be enclosed with the Bidding Document by the intending Bidders (On the format Prescribed in Section 3-Qualification Information)

Important note:-Any information provided on the format other than those prescribed in the section 3 shall not be accepted and the bid shall be treated as non responsive.

(Bidders are advised to use “My Documents” area in their user on e-Tendering portal (jktenders.gov.in) to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

1. Cost of tender document
2. Earnest Money
3. Registration Certificate of Contractor or firm with state/ Central Government Department
4. PAN Card copy
5. GST Registration Certificate.
6. Successful completion of work certificate shall obtain from the officer to the rank of executive engineer or equivalent.

Experience of having successfully completed one work of similar nature cost not less than 40% of estimated cost (from start to completion) during the last five year ending last day of month (for S. No. 01 & S .No. 02 of said E-NIT) .

7. BOQ Excel file

8. . The key constructional material like cement (for S. No. 01) shall be supplied by the corporation to the contractor and cost thereof shall be deducted from the contractor's bill as per the following rates:-

(i). Cement @ Rs. 550/ bag

Part II It shall be named **Financial Bid** and will be in electronic format comprising of :

i. Bill of quantities

12.2 Each part shall be separately submitted online

12.3 The following documents which are not submitted with the bid will be deemed to be part of the bid.

SECTION	PARTICULARS
1	Notice inviting Tender
2	Instructions to the bidder
3	Conditions of Contract
4	Contract Data
5	Specifications
6	Drawings

13. BID PRICES

13.1 The Contract shall be for the whole works as described in Clause I. I of ITB based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt the item rate / or whatsoever is specified in the Form of Bid

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

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

14 CURRENCIES OF BID AND PAYMENT.

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

15. BID VALIDITY

15.1 Bids shall remain valid for a period of ninety (90) days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period **shall be rejected by the Employer as non-responsive**

- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to 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 earnest money. 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 earnest money for a period of the extension, and in compliance with clause 16 of ITB in all respects.

16 EARNEST MONEY

- 16.1 The bidder shall furnish, as part of the Bid, earnest Money of @ 2% of the estimated cost- in electronic as well as Hard Copy

- 16.2 The earnest money shall, at the Bidder's option, be in the form of Fixed Deposit / CDR of a scheduled commercial bank, issued in favour of **Accounts Officer, JKPCCLtd., Jammu** the name given in the appendix to ITB. The Fixed Deposit Receipt shall be valid for six months period after the last date of receipt of Bids.
- 16.3 Any bid not accompanied by an Earnest Money, **Pledged in favour of Accounts Officer, JKPCCLtd., Jammu** shall be rejected by the Employer as non-responsive.
- 16.4 The earnest money of unsuccessful bidders will be returned within **30 days** of the end of the Bid validity period.
- 16.5 The earnest Money of the successful Bidder will be released after successful completion of the work to be certified by the Engineer-in-charge.
- 16.6 **In case the bid amount of the lowest bidder is less than 15% of the advertised amount, he will have to furnish extra CDR/FDR worth 5% of the quoted value along with the bidding documents, otherwise, the bid shall be treated as non-responsive. Extra CDR/FDR after opening of tender, shall not be accepted.**

17. ALTERNATIVE PROPOSALS BY BIDDERS

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of quantities and the basic technical design as indicated in the drawings and specifications.

18. FORMAT AND SIGNING OF BID

- 18.1 The Bidder shall submit one set of the Technical Bid comprising of the documents as described in Clause 12 of ITB.
- 18.2 The bid shall be submitted /Signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Clause 4.3(a) of ITB. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no additions / alteration, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder. In that case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

19. SEALING AND MARKING OF BIDS

- The Bidder shall submit separately "**Technical Bid**" and "**Financial Bid**"
- 19.1 **Technical Bid:** to be opened on **17-01-2020** in the presence of Evaluation Committee.
Financial Bid: Shall be opened in case of qualified bidders only.
 The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB.

Part-I

- 19.2 **Technical Bid** shall comprise of **Scanned copy of following documents**

- i. Copy of EMD in the form of CDR/FDR
- ii. Copy of Tender Cost in the form of D.D

**List of Document to be enclosed with the Bidding Document by the intending Bidders
 (On the format Prescribed in Section 3-Qualification Information)**

Important note:-

Any information provided on the format other than those prescribed in the section 3 shall not be accepted and the bid shall be treated non responsive out rightly (Bidders are advised to use “My Documents” area in their user on e-Tendering portal (jktenders.gov.in) to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

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7. BOQ Excel file
8. **The key constructional material like cement (for S. No. 01) shall be supplied by the corporation to the contractor and cost thereof shall be deducted from the contractor’s bill as per the following rates:-**

(i). Cement @ Rs. 550/ bag

Part II It shall be named Financial Bid and will be in electronic format comprising of:

- 1.Bill of Quantities.

D. SUBMISSION OF BIDS

20 DEADLINE FOR SUBMISSION OF BIDS

20.1 Complete Bids (including Technical and Financial) must be submitted online not later than the **15.01.2020 upto(1600 Hrs).**

20.2 The employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, 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 Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

E. BID OPENING AND EVALUATION

22. BID OPENING

- 22.1 The Employer will open the bids received (except those received late) in the presence of the bidders/bidder's representative who choose to attend at the time, date and place specified in the appendix to ITB. In the event of the specified date for the submission of bid being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 22.2 The envelope containing the technical bid shall be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected
- 22.3 In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 22.4 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed within seven working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 22.5 The Employer shall inform, by facsimile (Fax) the bidder whose technical bids are found responsive, date, time and place of opening as stated in the Appendix ITB. In the event of specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 22.6 At the time of the opening of the "Financial Bid", the names of the bidders whose bids are found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.
- 22.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

23. PROCESS TO BE CONFIDENTIAL

- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

24. CLARIFICATION OF BIDS AND CONTACTING THE EMPLOYER

- 24.1 No Bidder shall contact the Employer or any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS.

- 25.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid(a) meets the eligibility criteria defined in clause 3 and 4(b) has been properly signed;(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

During the detailed evaluation of the “**Financial Bids**”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

25.2

A subsequently responsive “**Financial Bid**” is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one(a) which affects in any substantial way, inconsistent with the bidding documents, the employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a “**Financial Bid**” is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

26. EVALUATION AND COMPARISON OF FINANCIAL BIDS

26.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with clause 25 of ITB.

27. PRICE PREFERENCE

27.1 There will be no price preference to any bidder

F.AWARD OF CONTRACT

28. AWARD CRITERIA

28.1 Subject to clause 30 of ITB, 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, provide that such Bidder has been determined to be (a) eligible in accordance with the provisions of clause 3 of ITB, and (b) qualified in accordance with the provisions of clause 4 of ITB; and
- ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the package opened earlier than the one under consideration.

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

29.1 Notwithstanding clause 28 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer’s action

30. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

30.1 The Bidder whose Bid has been accepted will be notified of the award by the employer prior to expiry of the bid validity period by cables telex or facsimile (Fax) confirmed by registered letter. This letter (hereinafter and in the part I “General conditions of contract” , called the “Letter of Acceptance”) will state the sum that the employer will pay to the contractor in consideration of

the execution, completion by the contractor as prescribed by the contract (hereinafter and in the Contract called the “Contract Sum”).

31. CORRUPT OR FRAUDULENT PRACTICES

The employer requires the bidders/contractors to strictly observe the laws against fraud and corrupt practices enforce in India, namely, prevention of corruption Act, 1988.

Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids. Instructions to Bidders

Clause Reference

(1.1) The Employer Is **Managing Director, JKPCC Ltd., Jammu.**

(2.1) The State is **Jammu & Kashmir**

(3.1) Eligible Bidders are: **“A”Class and above / Firms /JKPCC empanelled piece worker**

4.2)/

4. 2(g) Incorporated in main tender document

4.4 .A)(b)

(4.4B)(a)(iii)

(4.4 B)(b)(i) Incorporated in main tender document

(5.1) The contact person is: **Er. Raman Kumar Sawhney**

Designation: **Deputy General Manager**

Address: **JKPCC Ltd., Unit-Kishtwar**

Telephone No. **9596877259**

FAX No. **01995-261429**

(11.1) Incorporated in main tender document

(12.1) part I(v) The other documents required are: **None**

(13.2)

(16.1)

(16.2) Incorporated in main tender document

(16.3)

(22.1) & (22.6) The date, time and place for opening of the technical Bids are:

(A) Technical Bids

19

Date: 17-01-2020

Time: 1200 Hrs

Place: JKPCC Ltd., Rail Head Complex, Jammu

**Office of the
General Manager, JKPCC Ltd., Rail Head Complex, Jammu**

(B) Financial Bid (For qualified bidder as)

Shall be intimated later on

Place: **Office of the
Managing Director/ General Manager, JKPCC Ltd., Rail Head Complex, Jammu**

For and on behalf of General Manager, JKPCC Ltd.,

Sd/-
**Deputy General Manager
JKPCC Ltd., Unit Kishtwar**

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Part I General Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined “in the contract data”, and also not defined in the conditions of contract but keep their defined meanings. Capital initials are used to identify defined terms.

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

Compensation Events are those defined in clause 39 hereunder

The completion Date is the date of completion of the works as certified by the Engineer-in-Charge, in accordance with Clause 45.1

The Contract is the Contract between the Employer and the Contractor to execute, complete and maintain the works. It consist of the documents listed in Clause 2.3

The contract data defines the documents and other information, which comprise the contract.

The contractor is a person or corporate body whose Bid to carry out the works, including routine maintenance has been accepted by the Employer

The contractor’s Bid is the completed bidding document submitted by the contractor to the Employer

The contract price is the price in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the contract.

Days are calendar days; months are calendar months

A Defect is any part of the works not completed in accordance with the contract.

The Defect Liability Certificate is the certificate issued by Engineer after the Defect liability period has ended and upon correction of defects by the contractor.

The Defect Liability Period is 01 Years calculated from the completion date

Drawings include “Technical details” approved by the Engineer for the execution of the contract.

The employer is the party as defined in the contract Data who employs the contractor to carry out the works, including routine maintenance. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract of the rank of Assistant Executive Engineer.

Engineer-In-Charge is the Engineer in-charge of work and shall be of the rank of Executive Engineer.

The initial contract price is the contract price listed in the employer's Letter of Acceptance.

The intended completion date is the date on which it is intended that the contractor shall complete the 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 an extension of time.

Materials are all supplies, including consumables, used by the contractors for incorporation in the works.

Plant is any integral part of the works that shall have a mechanical, electrical, electronic, chemical or biological function.

Maintenance during defect liability period

Rectification of defects during defect liability period shall be carried out by the contractor on his own expenses to the entire satisfaction of the Engineer- in- charge.

The **site** is the area defined as such in the contract data.

Site Investigation Reports are those that were included in the bidding documents and are reports about the surface and subsurface condition at the site

Specification means the specification of the works included in the contract and any modification or addition made or approved by the Engineer-in-Charge.

The **Start Date** is given by the Contract Data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession dates.

A Sub- Contractor is a person or corporate body who has a contract with the contractor to carry out a part of the construction work in the contract, which includes work on the site.

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

A Variation is an instruction given by the Engineer-in-Charge, which varies the Works.

The **Works**, as defined in the Contract Data are what the Contract requires the Contractor to construct install maintain and turn over to the Employer. Routine maintenance is defined separately.

Urgent Works are the works which in the opinion of the Engineer-in-Charge become necessary during the progress of work to obviate any risk of a accident or failure or which become necessary for security of works and of persons working thereon.

Market Rate is the rates as decided by the Engineer-in-Charge on the basis of the cost of materials and labour prevailing at site where the work is to be executed plus a %age of 10 (ten) to cover all over heads and profits.

Accepting Authority means the **Managing Director, JKPCC Ltd., Jammu.**

2. Interpretation

- 2.1 In interpreting these Conditions of contract singular also means plural and vice versa. 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 these Conditions of 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.
 - (i) Agreement
 - (ii) Allotment of Contract
 - (iii) Contractor's Bid.
 - (iv) Contract Data.
 - (v) Special Condition of Contract Part II
 - (vi) General Condition of Contract Part I
 - (vii) Specifications.
 - (viii) Drawings.
 - (ix) Bill of Quantities
 - (x) Any other document listed in the Contract Data.

3. Language and Law

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

4. Engineer-in-Charge's Decisions

- 4.1 Except where otherwise specifically stated the Engineer-in-charge will decide contractual matters between the employer and the contractor in the role representing the employer. However, if the Engineer-in-Charge is required under the rules and regulations and orders of the employer to obtain approval of some other authorities for specific actions, he will do so before such action.
- 4.2 Except as expressly stated in the contract, the Engineer-In-Charge shall not have any authority to relieve the contractor of any of his obligations under the contract unless and until approved by the Accepting Authority/Employer.

5. Site and Design Data

- 5.1 Site of building : -Govt. Polytechnic Degree College Kishtwar
- 5.2 Type of building:- Framed structure building covered with steel truss at top.
- 5.3 Mix used for RCC Work :- M-20
- 5.4 Fy:-415

6. Communication

- 6.1 Communication between parties that are referred to in the conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

7. Sub-contracting

- 7.1 The Contractor may subcontract part of the construction work with the approval of the Accepting Authority in writing **up to 20 percent of the contract price** but will not assign the contract. Subcontracting shall not alter the contractor's obligations.
- 7.2 The contractor shall not be required to obtain any consent from the Accepting Authority for:
 - a) The sub-contracting of any part of the works for which the sub-contractor is named in the contract.
 - b) The provision for labour or labour component
 - c) The purchase of materials which are in accordance with the standards specified in the contract.
- 7.3 Beyond what has been stated in clause 7.1 and 7.2 if the contractor proposes sub-contracting any part of the work during execution of the works because of some unforeseen circumstances to enable him to complete the works as per terms of the contract the Accepting Authority will consider the following before according approval
 - a) The contractor shall not sub-contract the whole of the works
 - b) The contractor shall not sub-contract any part of the work without prior consent of the Accepting Authority. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any his sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents and workmen
- 7.4 The Engineer-in-Charge should satisfy himself recommending to the Accepting Authority whether
 - a) The Circumstances warrant such sub-contracting; and
 - b) The sub-contractor so proposed for the work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of works to be sub-contracted.

8. ²⁵ **Other Contractors**

The contractor shall cooperate and share the site with other contractors, public authorities' utilities and the employer between the dates given in the schedule of other contractors as referred to in the contract Data. The Contractor shall also provide facilities and services for them as described in the schedule. The

8.1 Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

8.2

The contractor should take up the works in convenient reaches as decided by the Engineer-in-Charge to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

9. **Personnel**

9.1

The contractor shall employ for the construction work the technical personnel with the approval of the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the contract data.

9.2

If the Engineer-in-Charge asks the contractor to remove a person who is a member of the contractor's staff or 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 works in the contract.

10. **Employer's and Contractor's Risks**

10.1 The Employer carries the risks, which the Contract states are "Employer's risks" and the contractor carries the risks, which this Contract states are "Contractor's Risks".

11. **Employer's Risks**

11.1 The Employer is responsible for the excepted risks, which are (a) in so far as they directly affect the execution of the works in the Employer's country the risks of war 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) natural calamities 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.

12. **Contractor's Risks**

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 referred to in clause 11.1, are the responsibility of the contractor.

12.1

13. Insurance

13.1 The contractor at his cost shall provide in the joint names of the Accepting Authority and the Contractor insurance cover from the Start Date to the date of completion 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 damage to Equipment;

c) Loss of or damage to property (Except the works, plant, materials and Equipment) in connection with the contract ; and d) Personal injury or death

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13.2

Insurance policies and certificates for insurance shall be delivered by the contractor to the Engineer-in-Charge for approval before the Start Date. All such insurance shall provide for compensation to be payable in India Rupees to rectify the loss or damage incurred.

13.3 (a) The Contractor at his cost shall also provide in the joint names of the Employer and the Contractor insurance cover from the date of completion to the end of defect 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) Personal injury or death.

13.4

Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.

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

14. Site Investigation Report

14.1 Site investigation report provided with the bid document is only indicative and the contractor in preparing the bid shall take all the hydrological / soil investigation into consideration for submission of bid.

15. Queries about the Contract Works

15.1 The Engineer will clarify queries on the contract data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install and maintain the Works in accordance with the Specifications and Drawings

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

17.1 The Contractor may commence execution of the works on the start date and shall carry out the works in accordance with the programme submitted by the Contractor as updated with the approval of the Engineer-in-charge 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-in-Charge who is to approve them.

18.2 The contractor shall be responsible for design of Temporary works.

18.3 The Engineer-in-Charge's approval shall not alter the Contractor's responsibility for design of the Temporary works.

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

18.4

18.5 All Drawings prepared by the contractor for the execution of the temporary / permanent works are subject to prior approval by the Engineer –in-charge before execution of such works.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Employer. The contractor shall notify the Engineer-in-Charge of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the site

The Engineer-in-Charge shall give complete possession of the site to the contractor fifteen days in advance of the construction programme.

22. Access to the Site / Maintenance of the premises

The contractor shall allow access to the site and to any place where work in connection with the contract is being carried out, or is intended to be carried out to the Engineer-in-Charge and any person/persons/agency authorized by:

The Engineer-in-Charge. The Employer.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer-in-Charge to comply with the applicable laws where the Site is located.

24. Dispute Redressal System

-
- 24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this contract or the execution of works or maintenance of the works there under whether before its commencement or during the progress of Works or after the termination / abandonment or breach of the contract, it shall in the first instance be referred for settlement to the competent authority i.e. **Managing Director, JKPCC Ltd., Jammu** described along with their powers in the Contract data, above the rank of the Engineer-in-Charge, the competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so convey his decision to the contractor such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the work is already in progress, the Contractor shall proceed with the execution of the work, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- 24.2 Either party will have the right of appeal, against the decision of the competent authority, for the arbitration if the amount appealed against exceeds rupees one Lakh.
- 25. Procedure for Resolution of Disputes.**
- 25.1 The Competent Authority mentioned in clause 24.1 shall give a decision in writing within 45 days of receipt of a notification of dispute.
-

- 25.2 Either party may refer the decision of the Competent Authority to Arbitration within 28 days of the competent Authority' written decision Arbitration shall be under the Arbitration and conciliation (Act No. XXXV of 1997) issued vide SRO No. 403 vide notification of Jammu & Kashmir Govt. (Law Department) on 11th Dec 1997. If neither party refers the dispute to Arbitration within the 28 days, The Competent Authority decision will be final and binding.
- 25.3 The arbitration shall be conducted in accordance with the following procedure and, in case of Initial contract price is more than **Rs. 5 Crore**.

In case of a decision of the Competent Authority in a Dispute or difference arising between the employer and a contractor relating to any matter arising out of or connected with this agreement, the matter will be referred to an arbitral tribunal. The Arbitral Tribunal shall consist of three arbitrators, one each to be appointed by the Employer and the contractor and the third shall be chosen by the two arbitrators so appointed by the parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of thirty days from the appointment of the arbitrators then the presiding arbitrator shall be appointed by the Chairman of the Executive Committee of the Indian Road Congress.

If one of the parties fails to appoint its arbitrator in pursuance of sub-clause(a) above within thirty days after receipt of the notice of the appointment of its arbitrator by the other party, then the chairman of the Executive Committee of the Indian Roads Congress shall appoint the 2nd arbitrator

A certified copy of the order of the Chairman of the Executive Committee of the Indian Roads Congress, making such an appointment shall be furnished to each of the parties.

The decision of the majority of the arbitrators shall be final and binding upon both the parties. The cost and expenses of the arbitration proceedings will be paid as determined by the Arbitral Tribunal However, the expenses incurred by each party in connection with the preparation presentation extra of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself

- 25.4 Where the initial contract price as mentioned in the acceptance letter is **Rs.5.00crores** and below, dispute or difference in which the Competent Authority has given a decision shall be referred to a sole arbitrator. The sole arbitrator would be appointed by the agreement between the parties; failing such agreement within fifteen days of the reference to arbitration, the Chairman of the Executive Committee of the India Roads Congress shall be requested for appointment of the Sole Arbitrator by the Competent Authority.
- 25.5 Arbitration proceedings shall be held at Jammu only and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.
- 25.6 Performance under the contract shall continue even after reference to the arbitration and payments due to the contractor by the employer shall not be withheld unless they are the subject matter of the arbitration proceedings.

B. Time Control

26. Programme

- 26.1 Within 10 days of the date of issue of allotment of the contract the contractor, the contractor shall submit to the Engineer-in-Charge for his approval. The Programme showing the general methods, arrangements, order and timing for all the activities in the works, along with monthly cash flow forecasts for the construction of works.
- 26.2 An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Engineer-in-Charge for approval an updated Programme at intervals no longer than **15 days**. If the contractor does not submit an updated Programme within this period, the Engineer-in-charge may withhold 2% of the bill from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue programme has been submitted.
- 26.4 The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time and the revised programme shall show the effect of variations and compensation events.

27. Extension of the Intended completion Date

- 27.1 The 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 works which would cause the contractor to incur additional cost.
- 27.2 The Engineer-in-Charge shall decide whether and by how much time to extend the intended completion date within 30 days of the Contractor asking the Engineer-in-Charge for a decision upon the effects of a Compensation Events of variation and submitting full supporting information. If the Contractor 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.

28. Delays Ordered by the Engineer-in-charge

- 28.1 The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the works delay/delays totaling more than 30 days will require prior written approval of the Competent Authority.

29. Management Meetings

- 29.1 The Engineer-in-Charge may require the contractor to attend a management meeting. The business of a management meeting shall be to review the progress of the works.
- 29.2 The Engineer-in-Charge shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for action to be taken

shall be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

30.1 The Engineer-in-Charge shall check the Contractor's work and notify the contractor of any defects that are found. Such checking shall not absolve the contractor from his responsibilities with regard to quality of work.

31. Tests

31.1 The Contractor shall be solely responsible for:

a) Carrying out the mandatory tests prescribed in the CPWD/Book of specifications, IRC:S.P:57 :2000,IS475

31.2 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 Confirm the defect then the contractor shall have to pay for the tests and the defective work shall have to be dismantled and reconstructed in accordance to the **IRC/MORT & H/BIS Codes/CPWD/NBO** Specifications as applicable.

32. Correction of defects noticed during the defect Liability period of 03 years for bituminous works and 1 year for other works.

a) The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of Defect Liability period which begin on completion of work and ends after 03 years for bituminous works and 1 year for other works.

b) The defects liability period shall be extended for as long as defects remain to be corrected.

c) Every time notice of defect/defects is given to the contractor shall correct the notified defect/defects within the length of time specified in the Engineer-in-Charge's notice.

33 Uncorrected defects

33.1 If the Contractor has not corrected a defect pertaining to the defect liability period under clause 31.1 and clause 31.2 of these conditions of contract to the satisfaction of the Engineer-in Charge within the time specified in the Engineer-in-Charge's notice, the Engineer will assess the cost of having the defect corrected and the contractor will pay this amount on correction of the defect or the same can be recovered from any amount due to him.

D. Cost Control

34 Balance works:-

34.1 The Bill of quantities is used to calculate the contract price and the Contractor is paid for the quantity of work done at the rates allotted to him for each item after satisfactory completion of work.

35 Variations

35.1 The Engineer-in-Charge shall have regard to the scope of the works and the sanctioned estimated cost have power to order in writing variations within the scope of the works he considers necessary or advisable during the progress of works such variations shall form part of the Contract and the contractor shall carry them out and include them in updated programme produced by the contractor Oral orders of the Engineer-in-Charge for Variations unless followed by written confirmation shall not be taken into account.

36. Payment Certificates

36.1 The payment to the Contractor will be as follows for construction work:

- a) The Contractor shall submit to the Engineer-in-Charge fortnightly/monthly statements of the value of the work executed less the cumulative amount previously paid supported with detailed measurement of the items of work executed.
- b) The Engineer-in-Charge shall check the Contractor's fortnightly/monthly statement within 15 days and certify the amount to be paid to the Contractor.
- c) The value of work executed shall be determined based on measurement by the Engineer-in-Charge.
- d) The value of work executed shall comprise of the value of quantities of the items in the bill of quantities completed.
- e) The value of work executed shall also include the valuation of variations and compensation Events.
- f) The Engineer may exclude any item certified in a previous certificate to reduce the proportion of any item previously certified in any certificate in the light of later information.
- g) The final bill is to be submitted by the contractor within one month of the actual date of completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for the work and payment shall be made accordingly within a period of sixty days after the submission of final bill.

36.2 Mode of Payments

- (a). On the completion of entire footings "A" = (Manager In charge take the actual measurements of entire footing works and framed bill cc 1st and submit the same in the unit office for payment. The payment shall be made to the contractor After deducting taxes as applicable and 5% security deposit shall be kept from each running bill)
- (b). On the completion of Ground floor slab "B" (Manager Incharge take the actual measurement of entire slab works and framed bill CC 2ed and submit the same in the unit office for payment. The payment shall be made to the contractor after deduction taxes as applicable and 5% deposit shall be kept from each running bill and payment taken vide cc 1st shall be deducted)
- (c). On the laying of slab of 1st floor " C" =(Manager Incharge take the actual measurement of entire slab works and framed bill CC 3ed and submit the same in the unit office for payment. The payment shall be made to the contractor after deduction of payment taken vide cc2ed and taxes as applicable and 5% deposit shall be kept from each running bill)
- (d). Super Structure:- On the completion of entire brick work of both floors "D"=((Manager Incharge take the actual measurement of entire slab works and framed bill CC 4th and submit the same in the unit office for payment. The payment shall be made to the contractor after d/d payment made up to cc 3ed and deduction taxes as applicable and 5% deposit shall be kept from each running bill)

37 The Employer may appoint Executive Engineer as specified in the Contract data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Engineer

38 Compensation Events

- 38.1 The following shall be compensation events unless they are caused by the contractor
- a) The Engineer orders a delay or delays exceeding a total of 30 days.
- 38.2 If a compensation event would prevent the works being completed before the intended completion date the intended completion date shall be extended. The Engineer shall decide whether and by how much the intended completion date shall be extended, however no claim on account of extended period of time shall be entertained.

40. Taxes

The rates quoted by the Contractor shall be inclusive of the all taxes/sales/service/Turnover Taxes and other levies, duties, royalties, cess, toll, taxes of central and state Govt. local bodies and authorities that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law and the Govt. will not entertain any claim in this regard whatsoever.

41 Currencies

All payments will be made in Indian Rupees.

42 Security Deposit

- 42.1 The Employer shall retain security deposit of five percent (5%) of the amount from each payment due to the contractor until completion of the whole of the works.
- 42.2 The security deposit and EMD aggregating to 12% will be released to the contractor as under:-

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- a) EMD (2%) shall be released after the successful completion of work to the satisfaction of the Engineer-In-Charge and
- b) 10% of Security Deposit of the contractor shall be released after Defect Liability period as specified is over.

43 Liquidated Damages

Timely completion of work is essence of the contract. If the Contractor is not able to achieve the desired progress as stipulated in the prescribed mile stone in the contract data to general condition of the contract at S. No 17(b), The Engineer-in-Charge shall have authority to evoke the Liquidated Damages.

If the intended completion date is extended after liquidated damages have been paid the Engineer-in-Charge shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate.

E.Finishing the Contract

44. Completion

The contractor shall request the Engineer-in-Charge to issue a certificate of completion of the works and the Engineer will do so upon deciding that the works is completed.

45 Taking Over

The employer shall take over the site and the works within seven days of the Engineer-in-Charge's issuing a certificate of completion. The contractor shall continue to remain responsible for its routine maintenance during the maintenance period of 12 months for main work.

46 Final Account

The contractor shall supply the Engineer-in-Charge with a detailed account of the total amount that the Contractor considers payable under the contract before the end of the defects liability period. The Engineer shall issue a defects liability certificate and certify any final payment that is due to the contractor within 42 days of receiving the contractor's account if it is correct and completed. If it is not the Engineer shall issue within 42 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted the Engineer-in-Charge shall decide on the amount payable to the contractor and issue a payment certificate within 30 days of receiving the contractor's revised account. The payment will be made 15 days thereafter.

47 Termination

1. The employer may terminate the contract if the contractor cause a fundamental breach of the contract.
2. Fundamental breaches of contract shall included but shall not be limited to the following:
 - a) The contractor stops work for 30 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer-in-Charge.
 - b) The contractor is declared as bankrupt or goes into liquidation other than for approval reconstruction or amalgamation.

- c) The Engineer-in-Charge 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-in-Charge.
- d) The contractor does not maintain a security which is required:
- e) The contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid as defined in clause 44.12:
- f) The contractor failed to provide insurance cover as required.
- g) If the contractor in the judgment of the Employer has engaged in the corrupt or fraudulent practice in competing for or in executing the contract. For the purpose of this clause
 “corrupt practice means the offering, giving, receiving or soliciting or any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice”:- means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among “Bidders”(prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) If the contractor has not completed at least thirty percent of the value of construction work required to be completed after half of the completion period has elapsed;
- i) If the contractor fails to set up a field laboratory with the prescribed equipment, within 21 days for the date of issue of allotment letter.
- j) Any other fundamental breaches as specified in the Contract data.

3. Notwithstanding the above, the Employer may terminate the Contract for convenience.

4. If the contract is terminated, the contractor shall stop work immediately, make the Site safe and secure, and leave the site as soon as reasonably possible.

48. Payment upon Termination

1. If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done and material ordered less, advance payments received upto the date of the issue of the certificate and less the percentage to apply to the value of the work not completed (20%) as indicated in the contract date. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the contractor, the difference shall be recovered from the security deposit. If any amount is still left unrecovered it will be a debt payable to the Employer.
2. If the contract is terminated at the Employer’s convenience , the Engineer –in- charge shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repatriation of the contractor’s personnel employed solely on the works and the contractor’s cost of protecting and securing the work and less advance payments received up to the date of the certificate , less other recoveries due in terms of the contract, and less taxes due to be deducted at sources as per applicable law.

49. Property

All material on the Site, Plant, Equipment, Temporary Work shall be deemed to be the property of the Employer for use for completing balance construction work if the contract is terminated because of the contractor’s default till the work is completed after which it will be transferred to the contractor.

50. Release from Performance

If the contractor is frustrated by the outbreak of war or by any other event entirely outside the control of the Employer or the contractor, and the Engineer-in-Charge certifies that the contractor 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 a commitment was made.

F. Other Conditions of Contract**51. Labour**

1. The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other and for their payment, housing, feeding and transport.
2. The contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers 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.

52. Compliance with Labour Regulations

1. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment's and rules made there under, regulations, notifications and bye laws of the State of 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 in Appendix to part I General Condition of contract. 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 the contractor including his amount of performance security.
2. The Employer / Engineer-in-Charge 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.

53. Drawings and photographs of the works

1. The contractor shall do photograph /video photograph of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this.
2. The contractor shall not disclose details of drawings furnished to him and works on which he is engaged without the prior approval of the Engineer-in-Charge in writing. No photograph of the works or any part thereof or plant employed therein, except those permitted under clause 53.1 shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractors without the prior approval of the Engineer-in-Charge in

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writing. No Photographs /Video photography shall be published or otherwise circulated without the approval of the Engineer-in-Charge in writing.

54. The Apprentices Act 1961

1.The Contractor shall duly comply with the provision of the apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said act and said Rules.

55.

Performance Security

- a. Within 21 Days after receipt of the letter of acceptance, the successful bidder shall deliver to the employer a performance security of 5% of the contract price, valued upto last date of Defect Liability Period.
- b. The performance security shall be FDR/CDR or in the form of Bank Guarantee in the name of the Employer from a Nationalized /Scheduled commercial bank.

SECTION 4

CONDITIONS OF CONTRACT

APPENDIX TO PART I GENERAL CONDITION OF CONTRACT

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- a) **Workmen compensation act 1923.**- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972.**- Gratuity is payable to an employee under the Act on satisfaction of certain condition on separation if any employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days (say 15 days) wages for every completed year of service. The act is applicable to all establishments employing the prescribed minimum number (say 10) or more employees
- c) **Employees P.F and Miscellaneous Provision Act 1952.**- The Act provides for monthly contribution by the Employer plus workers at the rate prescribed (say 10% or 8.33%). The benefits payable under the Act are.
 - i) Pension or family pension on retirement or death as the case may be
 - ii) Deposit linked insurance on the death in harness of the worker
 - iii) Payment of P.F accumulation on retirement/death etc.
- d) **Maternity Benefits Act 1951.**- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970.**- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take certificate of registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour
- f) **Minimum Wages Act 1948.**- The Employer is to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a schedule employment. Construction of buildings, road, and runways is scheduled employment.
- g) **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 wage of the workers.
- h) **Equal Remuneration act 1979.**- The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965.**- The Act is applicable to all establishment employing prescribed minimum(say 20) or more workmen. The Act provides for payments of annual bonus within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of

wages calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

- j) **Industrial Disputes act 1947.**:- The act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946.**:- It is applicable to all establishment employing prescribed minimum (say 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get these certified by the designated Authority.
- l) **Trade Union Act 1926.**:- The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986.**:- The act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and process. Employment of child labour is prohibited in building and construction industry.
- n) **Inter State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979.**:- The Act is applicable to an establishment which employs prescribed minimum (say five) 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 up to the establishment and back etc.
- o) **The building and other construction workers (Regulation of Employment and condition of service) act 1996 and the Census Act of 1996.**:- All the establishments who carry on any building or other construction work and employs the prescribed minimum (say 10) or more workers are covered under this act. All such establishment 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.

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

CONDITIONS OF CONTRACT

PART-II SPECIAL CONDITIONS OF CONTRACT

These conditions vary and add to the conditions of contract set out in Part I General Special conditions.

1. **LABOUR**

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

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

2. **COMPLIANCE WITH LABOUR REGULATIONS :**

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by 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 feature 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 / byelaws /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 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.

3. TERMINATION OF CONTRACT IN THE EVENT OF DEATH:

If the contractor is in individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then, unless the Accepting Authority is satisfied that the legal representative of the individual contractor or the proprietor of the proprietary concern and in the case of the partnership, the surviving partners are capable of carrying out and completing the contract, the Accepting Authority shall be entitled to cancel the contract, as to its uncompleted part without Department being in any way liable to payment of any compensation of the estate of the deceased contractor and or to the surviving partners of the contractor's firm on account of the cancellation of the contract.

4.1 The accepting authority shall on such cancellation have powers to:

- (a) Take possession of the site and any materials, constructional plants, implements, stores etc.
- (b) Carry out the in-complete work by any means through some other agency.

4. The tenderer shall in their own interest examine the conditions of the contract and specification of the work. They shall also inspect the site and satisfy themselves (on their own) as to the climatic and other conditions prevailing at the site, the nature and extent of the work, all existing and required roads and other means of communication and access to site, availability of housing and other facilities, availability of different materials, labour and probable sites for labour camps, stores and go downs etc. They shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may effect or influence their tender. No extra charges consequent to any misunderstandings or otherwise on this account shall be allowed.

5. No extra quantity on account of execution of earth excavation beyond proposals or land slides during execution of work shall be allowed. The tenderers are therefore advised to inspect the site and examine the proposals pertaining to the project before tendering for the work. However, in case of any variations noticed in earth work x-sections the same shall be corrected after verification by the Engineer-in-Charge before start of work. All such extra expenses involved for execution of work beyond proposals and for removal of land slides during execution of work shall be included in their offered rates for this item of work and no extra payment on this account shall be entertained.
6. The payment shall be made to the Contractor for the finished and complete component of work only.
No interim payment for the incomplete component of work shall be made.

LETTER OF ACCEPTANCE AND OTHER FORMS STANDARD FORMS

(a) LETTER OF ACCEPTANCE

NOTES ON STANDARD FORMS OF LETTER OF ACCEPTANCE

The letter of Acceptance will be the Basis for formation of the Contract as described in Clause 31 and 32 of the instructions to Bidders. This

(Letterhead paper of the Employer)

(Date)

To:

(Name of the Contractor)

(Address of the Contractor)

This is to notify you that the Employer namely _____ has

Accepted your Bid dated _____ for execution of the _____ (name of the contract) and rectification of defects of the works for one years for the Contract Price of Rupees.

_____ (amount in figures and modified* in accordance with the Instruction to Bidders is hereby accepted by our Agency.

You are hereby requested to sign the contract failing which action as stated in CI.32.3 of ITB will be taken.

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Attachment:

* Delete “corrected and” or “and modified” if only one of these action applies. Delete “as corrected and modified in accordance with the Instruction to Bidders” if corrections or modifications have not been effected.

STANDARD FORM OF AGREEMENT

Notes on Standard Form of Agreement

Notes on standard form of agreement.(The Agreement should incorporate any corrections or modifications to Bid resulting from corrections of errors (Instructions to bidders, Clause 26)

STANDARD FORM: AGREEMENT

AGREEMENT

This agreement, made the _____ day of _____ 20 _____,
between _____ [name and address of Employer]
(hereinafter called “the Employer”) of the one part, 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 Rupees _____

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions 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 the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construct as part of this Agreement , Viz:-
 - i)* Letter of Acceptance; *ii)* Notice to Proceed with works;

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- iii)* Contractor's Bid; *iv)* Contract Data;
- v)* Special Conditions of Contract and General Conditions of Contract; *vi)* Specifications *vii)* Drawings; *viii)* Bill of Quantities/Bids form: and
- ix)* Any other documents listed in the Contract Data as forming part of the contract.

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

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

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]
 _____ [address of Employer]
 _____ [name of Contractor]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub_clause 51.1 ("Advance Payment") of the above mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper _____ and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee] * _____ [in words]. We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words]. We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between _____ [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and Seal of the guarantor _____
 Name of Bank _____
 Address _____

Date _____

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]

_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract"). **AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract; **AND WHEREAS** we have agreed to give the Contractor such a Bank Guarantee: **NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee] * _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
 Name of Bank _____
 Address _____
 Date _____