



Government of Haryana

Irrigation & Water Resources Department
Sinchai Bhawan, Sector-5, Panchkula

Standard Bidding Document

Table of Contents

Sr. No.	Content	Pages
	Invitation for Bids	
	Tender Notice for Press	2-3
	Detailed Notice Inviting Tender	4-8
Section 1	Instructions to Bidders	11-33
Section 2	Qualification Information and Other Forms	34-44
Section 3	Conditions of Contract	43-67
Section 4	Special Conditions of Contract	67-77
Section 5	Contract Data	78-87
	Form of Bank Guarantee for Bid Security	88-89
	Form of Performance Bank Guarantee	90
	Bill of Quantity	91

Signature of Contractor

No. of Corrections

Signature of Engineer

HARYANA IRRIGATION & WATER RESOURCES **DEPARTMENT**

INVITATION FOR BIDS

Item wise sealed bids on agreement basis are invited by the undersigned, on behalf of Governor of Haryana, from Contractors/L&C Societies of eligible class registered with Haryana Irrigation & Water Resources Department or any branch of P.W.D. Haryana. Contractors registered with CPWD, MES, Railways, Central Government, other State Governments or State Government undertakings, PSUs are also eligible for participation in the bid shown in the table below:

Sr. No.	Name of work	Estimated cost in lacs	Earnest money (Rs. in lac)	Period of completion	Cost of bid documents
1	2	3	4	5	6

Bid documents containing detailed terms and conditions can be purchased from the office of undersigned on any working day during working hours upto..... For works costing more than Rs. 5.00 Lacs, the bid documents can be downloaded from the website <https://etenders.hry.nic.in> and the price of the bid document can be deposited in any office of HID on any working day during working hours upto..... and the proof of the payment must be submitted alongwith other bid documents. The last date for submitting the sealed tenders is.....upto.....hours, which will be opened at hours on..... . Pre-bid meeting shall be held on.....dated..... in the office of the(for works costing more than Rs. 2.0 crore).

Signature of Contractor

No. of Corrections

Signature of Engineer

HARYANA IRRIGATION & WATER RESOURCES
DEPARTMENT

Notice Inviting Tender

Sr. No.	Name of work	Estimated Cost (Rs. in lac)	Last Date of Receipt of Tender

For further details visit website <https://etenders.hry.nic.in>

Signature of Contractor

No. of Corrections

Signature of Engineer

HARYANA IRRIGATION & WATER RESOURCES
DEPARTMENT

TENDER FORM NO.

DATED

ITEM RATE TENDER
&
CONTRACT DOCUMENTS

Name of Work :

Name of Agency :

Agreement No. :

Signature of Contractor

No. of Corrections

Signature of Engineer

HARYANA IRRIGATION & WATER RESOURCES DEPARTMENT

Detailed Notice Inviting Tender

Item wise sealed Bids on Agreement Basis are hereby invited by the Executive Engineer,on behalf of Governor of Haryana from the Contractors/L&C Societies of eligible class registered with Haryana Irrigation & Water Resources Department or any branch of P.W.D. Haryana. Contractors registered with CPWD, MES, Railways, Central Government, other State Governments or State Government undertakings, PSUs are also eligible for bid shown in the table with the following terms and conditions:-

1. Bid document can be purchased from the office of Executive Engineer or can be downloaded from the website www.hid.gov.in or <https://etenders.hry.nic.in> from the date of publication up to.....for a non-refundable cost of bid document of Rs.....
In case of online bids (off line payments) the scanned copy of instruments for payment of cost of document shall be up loaded with the online bid submission.
2. Any registered contractor can purchase the bid documents after payment of the requisite cost.
3. **Key Dates:-**
 - (i) Date and Time for bid document Download: from _____ at ____ Hrs. to _____ at ____ Hrs.
 - (ii) Date and Time for Bid Preparation and making Payment: from _____ at ____ Hrs. to _____ at ____ Hrs.
 - (iii) Closing Date and Time: upto _____ at _____ Hrs.
 - (iv) Date and Time for Online Bid Submission (Decryption and Re-encryption): from _____ at _____ Hrs. to _____ at ____ Hrs.
 - (v) Last Date and Time of receipt of other documents to be submitted physically, if any: Upto _____ at ____ Hrs in the office of Executive Engineer _____.
 - (vi) Date and Time for Opening of Technical Envelops: _____ at ____ Hrs by the Superintending Engineer/Executive Engineer _____ in his office.
 - (vii) Date and Time for Opening of Price Bid: To be intimated to the responsive bidders subsequent to evaluation of technical bids.

Signature of Contractor

No. of Corrections

Signature of Engineer

All Bids will be opened by the Executive Engineer,.....
at.....on.....in the presence of bidders or their duly authorized representatives who
may like to be present.

4. If bid receiving/opening day happens to be a holiday, bids will be received/opened on the next working day at the same time and venue.
5. Conditional/Telegraphic bids will not be accepted.
6. The validity of bid is 90-days from the date of opening.
7. The competent authority reserves the right to accept or reject any or all the bids received without assigning any reasons thereof.
8. The L&C societies shall produce an attested copy of the resolution duly approved by the Co-Operative department alongwith technical bids.
9. The bid without earnest money will not be opened.
10. The bid of the bidder, who does not satisfy the qualification criteria in the bid documents, are liable to be rejected summarily without giving any reason and no claim whatsoever on this account.
11. The details of items of work/plan, sanction, drawing, specification can be seen in the office of the on any working day.
12. The Contractor shall execute the whole and every part of the work in the most substantial and satisfactory manner and both as regards materials and otherwise in every respect, in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Executive Engineer Incharge and lodged in his office and to which the Contractor shall be entitled to have access at such office or site of the work for the purpose of inspection during office hours and the Contractor shall, if he so requires, be entitled at his own expense, to make or cause to be made copies of specifications and of all such design, drawing and instructions, as aforesaid. A certificate of having executed works as per approved design and specification, etc. shall be given by the Contractor in his each monthly bill. The specification of works, material, and methodology of execution, drawing and design shall be signed by the Contractor and Executive Engineer while executing agreement and shall form part of agreement.

Signature of Contractor

No. of Corrections

Signature of Engineer

13. Pre-bid meeting shall be held in the office of _____athours on (For works costing more than Rs. 2.00 crores)
14. A successful bidder, not already registered with the Irrigation & Water Resources Department, Haryana will have to submit his application for registration with the Irrigation & Water Resources Department, Haryana within 15 days of opening of bids and deposit the necessary license fee, within this period. However, enlistment shall not be a prerequisite for submitting bids.
15. In case of online bids (e-tendering) all the prospective bidders are required to possess digital signature certificate (DSC) through any certifying authority designated by the Govt. of India and enroll themselves and DSC on the website is to be used for tender purposes.
16. Prospective bidders are encouraged to seek help specifically provided for contractors on the e-tender portal for submission process of the bids and the bidder will be solely responsible for any error in online submission of the bid.
17. The jurisdiction of court will be at _____.

Signature of Contractor

No. of Corrections

Signature of Engineer

Details of Works/Tender

Sr. No.	Name of work	Approximate Cost in lacs	Earnest money	Period of completion	Cost of documents
1	2	3	4	5	6

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION 1

INSTRUCTIONS TO BIDDERS

Signature of Contractor

No. of Corrections

Signature of Engineer

Instruction to Bidders
Table of Contents

Clause	Content	Page No.	Clause	Content	Page No.
A. General		11-18	D. Submission of Bids		23
1.	Scope of Bid	11	18.	Submission of Bids	23
2.	Source of Funds	11	19.	Deadline for submission of bids	23
3.	Eligible Contractor/ Agencies	11	E. Opening of Bids and Evaluation		23-27
4.	Qualification of Bidders	11-17	20.	Bid Opening	23-25
5.	One Contractor/Agency per bid	17	21.	Process to be Confidential	25
6.	Cost of Bids	17	22.	Clarification of Financial Bids	25-26
7.	Site Visit	18	23.	Examination of Bids and Determination of Responsiveness	26
B. Bid Documents		18-19	24.	Correction of Errors	26-27
8.	Bid documents	18-19	25.	Evaluation and Comparison of Financial Bids	27
9.	Pre-bid meeting: (Mandatory for work of value more than Rs. 2.00 crore)	19	F. Award of Contract		27-30
10.	Amendment of Bid Documents	19	26.	Award of Contract	27-28
C. Preparation of Bids		20-22	27.	Notification of Award and Signing of Agreement	28
11.	Documents comprising bid	20	28.	Performance Security	28-30
12.	Contract Price	20-21	29.	Debarring	30
13.	Validity of Bids	21	30.	Completion of work	30
14.	Currency of the Bid and payment	21	31.	Withdrawal of items	30
15.	Earnest Money	21-22	32.	Corrupt or Fraudulent Practices	30
16.	Forfeiture of Earnest Money	22	33.	Advance payment	30
17.	Format and signing of bids	22	G. Joint Venture		30-37
			34.	Terms and conditions for Joint Venture (JV)	30-37

Signature of Contractor

No. of Corrections

Signature of Engineer

Section 1. Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 The Executive Engineer,.....on behalf of Governor of Haryana invites bids for the construction of works, detailed in the table given in the Detailed Notice Inviting Tender (DNIT).</p> <p>1.2 The eligible Contractor/Agencies may submit bids for any or all of the works. (Submission of bids by E-tendering for the works costing Rs. 5 Lacs and more is mandatory).</p> <p>1.3 The successful Contractor/agency will be expected to complete the works by the intended completion date specified in the Contract data.</p>
2. Source of Funds	<p>2.1 The expenditure on this project will be met out from the</p>
3. Eligible Contractor/ Agencies	<p>3.1 This N.I.T is open to all the eligible Contractors/Agencies and Labour & Construction Societies of appropriate class, as defined in the instructions for Invitation For Bid (IFB). Any material, equipment and services to be used in the performance of the Contract shall have its origin as per relevant Haryana PWD specifications with latest amendments and applicable I.S Codes, PWD Code and other relevant rules in force.</p> <p>3.2 The bidder should neither be associated nor should have been associated in past, directly or indirectly with the consultant or any other entity that has prepared the design specifications and other documents for the scheme or being proposed as Project Manager for the Contract. A firm/Agency that has been engaged by the Employer to provide consultancy service for the preparation or supervision of the works, and any of its affiliates, shall not be eligible for bidding.</p>
4. Qualification of Bidders	<p>4.1 All eligible Contractor/societies shall attach the following documents with their bids and shall provide required information on the forms of bid and qualification information on the Contractor Bid. In case of online bids all bidders/contractors/societies will upload scanned copies of following documents digitally self attested/signed:</p> <p>(a) Attested Copies of original documents defining the constitution or legal status, place of registration, copy of enlistment, license fee receipt for the previous assessment year, place of business,</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>written power of attorney of the signatory for bid to submit the bidder.</p> <ul style="list-style-type: none">(b) Annual turnover expressed as total volume of Civil Engineering construction work performed in each of the last (immediately the preceding year including the current year in which the bids are invited) 5 years (with certificate in original or duly attested by the Executive Engineer in-charge).(c) Experience in works of similar nature and volume of each of the last 5 years and details of works in hand and contractual commitments alongwith the list of clients with their full address, who may be contacted for further information on these contracts.(d) Details of major items of construction equipment proposed to carry out the Contract, specifying whether the same is owned or hired.(e) Qualification and experience of key site management and technical personal proposed for the Contract.(f) Information regarding any current litigation in which the Contractor/Agency is involved with detail of parties concerned and disputed amount alongwith details of any ongoing arbitration cases.(g) Details of works abandoned/terminated with reasons thereof.(h) Authority to seek reference from the bidders from their bankers.(i) Proposal for subcontracting components of the works amounting to more than 10% (subject to maximum 60%) of the Bid price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed) (for all contracts over Rs. 5 crore).(j) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capacity of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones (for all contracts over Rs. 5 crore).(k) Income Tax clearance certificate for the previous year. <p>4.2 (i) The works of Irrigation & Water Resources Department are classified as under: -</p> <ul style="list-style-type: none">(a) <u>The works specific to the Department:</u>
--	--

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>The works such as construction/repair of dam, barrage, head/cross regulators, cross drainage works, lining of channels, bridges, falls, gated structures, pump houses, escape regulators, river training works, etc. where discharge is more than 25 cusecs at the point of construction.</p> <p>(b) <u>General works:</u> The work such as earthwork of all types, construction/repair of lined watercourses and appurtenant work thereto, all works included at (a) above where discharge is less than 25 cusecs at the point of construction.</p> <p>(c) <u>Special works:</u> Construction/repair of building, metalling of roads etc. or any other work which may be specified as special work under this Sub Clause, the work will be considered as special work. (In case any work is not properly classified, the Chief Engineer concerned will categorize the same). Works in one group, either covered in (a) or (b) above, shall be considered as similar works for any individual work given in these groups. However, for Special Works, only the same type of work shall be considered as similar work.</p> <p>4.2 (ii) For the works covered under 4.2 (i) (a & c) above, following qualification criteria will be followed:</p> <p>(A) To qualify for award of the Contract, each bidder in its name should have in the last 5 years:</p> <p>(a) Achieved in at least one year, a minimum annual financial turnover (in all classes of civil engineering construction works only) of <u>75% of the annual estimated value</u> of work @. This should be duly audited by Chartered Accountant.</p> <p>(b) Satisfactorily completed, as a prime contractor, one work of <u>similar nature</u> in a single contract of value not less than 80% of the value of work@.</p> <p style="text-align: center;">Or</p> <p>Two works of similar nature of value not less than 50% of the value of work. @</p> <p style="text-align: center;">Or</p> <p>Three works of similar nature of value not less than 40% of the value of work. @</p> <p>(c) Executed in any one year the following minimum quantities of work [50% of the annual estimated quantities for works with more than 1 year completion period and 50% of the estimated</p>
--	---

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p style="text-align: center;">quantities for works of less than 1 year completion period].</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Reinforced cement concrete</td> <td style="width: 10%;">Cum</td> <td rowspan="6" style="width: 30%; vertical-align: middle; text-align: center;">} (Strike out which is not applicable)</td> </tr> <tr> <td>Earth work</td> <td>Cum</td> </tr> <tr> <td>Brick work/CC work</td> <td>Cum</td> </tr> <tr> <td>Lining work (RCC/CC/bricks/tiles)</td> <td>Sqm.</td> </tr> <tr> <td>Stone work</td> <td>Cum</td> </tr> <tr> <td>Any other major item as per BOQ</td> <td></td> </tr> </table> <p>(d) The contractor or his identified sub-contractor should possess required valid electrical license for executing the electrification works and should have executed similar electrical works totaling Rs..... @ in any one year (50% of annual estimated costs of electrical component).</p> <p>(e) The contractor or his identified sub contractor should possess required valid license for executing the water supply/sanitary engineering works and should have executed similar water/sanitary engineering works totaling Rs.....@ in any one year. (50% of annual estimated cost of water supply/sanitary component).</p> <p>(f) The contractor or his identified sub contractor should have executed similar fire fighting work totaling Rs.....@ in any one year. (50% of the annual estimated cost of fire fighting component).</p> <p>(g) The contractor or his identified sub contractor should have executed similar gates and gearing work totaling Rs.@ in any one year (50% of the estimated cost of gates and gearing component).</p> <p>Note: (@) at price level of the current financial year (when bids are opened). The cost of works, executed during previous years, shall be given weightage of 10% per year (compounded yearly) to bring it to the current price level for the year in which bids are opened.</p> <p>(B) Each bidder should further demonstrate:</p> <p>(a) Availability (either owned or leased or by procurement) of the following key and critical equipment for this work:</p>	Reinforced cement concrete	Cum	} (Strike out which is not applicable)	Earth work	Cum	Brick work/CC work	Cum	Lining work (RCC/CC/bricks/tiles)	Sqm.	Stone work	Cum	Any other major item as per BOQ	
Reinforced cement concrete	Cum	} (Strike out which is not applicable)												
Earth work	Cum													
Brick work/CC work	Cum													
Lining work (RCC/CC/bricks/tiles)	Sqm.													
Stone work	Cum													
Any other major item as per BOQ														

Signature of Contractor

No. of Corrections

Signature of Engineer

I	Batching & mixing plant (.....cum /hr)	.....
ii	Excavators (Preferably hydraulic) (.....capacity)	.....
iii	Tippers/ trucks (10T)	.....
iv	Immersion vibrators/ Surface vibrators	.....
V	Tower crane for concrete placement/ other similar facility/concrete pumping machine of adequate capacity	
Vi	Steel shuttering	..... Sqm

Based on the studies, carried out by the Engineer, the minimum suggested major equipment to attain the completion of work in accordance with the prescribed construction are shown in the above list. The number and type of equipment required shall be decided by the Engineer-in-charge depending on the requirement of the work to be executed.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to review the above proposals. The numbers, types and capacities of each plant/equipment shall, in the contractors proposals, be appended along with the cycle time for each operation for the given production capacity to match the requirements.

Contractor's proposal to deploy equipment can be at variance to the Engineer's proposal at 4.2 (ii) (B) (a) above but contractor will have to satisfy the Engineer-in-Charge regarding adequacy of equipment proposed by contractor.

- (b) Availability of a Project Manager with experience in construction of similar civil engineering works and other key personnel with adequate experience as given below, however, this is not an exhaustive list and additions/alterations may be made by the Engineer-in-Charge as per requirement of the specific work:

Signature of Contractor

No. of Corrections

Signature of Engineer

Position	No. of personnel	Experience on similar works in same capacity
Project Manager		5 Year
Project Engineer (Civil)		4 Year

Note:

- a) Project Manager – will be required for works costing more than 5 crores. He must possess a degree in civil engineering or equivalent.
- b) Project Engineer – will be required for works costing more than 1 crores. He must possess a diploma in civil engineering or equivalent and for works costing more than 5 crore the degree of civil engineering or equivalent is required.

The list/details of above personnel is to be made available by the contractor or his identified sub-contractor.

- (C) Liquid asset and/or availability of credit facility of not less than Rs..... (25% of the cost of work or working capital for 3 months whichever is less).
- (D) Any diploma holder engineer with 2 yrs experience can perform as a contractor for work upto Rs.20.00 lacs.
(or upto amount that may be specified from time to time)
- (E) Any degree holder engineer with 2 yrs experience will be entitled to perform as a contractor for works costing upto Rs.30.00 lacs.
(or upto amount that may be specified from time to time)

For contractors covered under D&E the qualification criteria at 4.2 shall not be necessary.

- 4.2 (iii) For General Works as specified in 4.2 (i) (b) above the following qualification criterion will be followed:
- (a) For works costing up to ₹ 100.00 lacs, (or upto amount that may be specified from time to time) the capacity of contractor will be considered as per his enlistment without any criteria for similar work amount/quantity.
 - (b) For works costing more than ₹ 100.00 lacs, (or upto amount that may be specified from time to time) the qualification criteria shall be as per 4.2 (ii).

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>4.3 To qualify for a package of Contracts made up of this and other Contracts, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual Contracts except for the part of electrical, water supply sanitary work, work of gates and gearing and fire fighting.</p> <p>4.4 Sub-Contractor's experience and resources shall not be taken into account in determining the bidder's competence with the qualifying criteria except to the extent stated in 4.2 (ii) (A).</p> <p>4.5 Bid Capacity (To be evaluated for works costing more than ₹ 200.00 lacs) or more than such amount specified from time to time) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:</p> <p style="padding-left: 40px;">Assessed Available Bid capacity = (A x N x M-B), Where</p> <p>A = Maximum value @ of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress.</p> <p>N = Number of years prescribed for completion of works for which bids are invited.</p> <p>B = Value at .....(the year of execution of the work) price level of existing commitments and on-going works to be completed during the next months (period of completion of the works for which bids are invited).</p> <p>M =(2 or such higher value not exceeding 3 as may be specified by the Engineer-in-charge herewith and if the value is not filled in, then it will be considered as 2.5 by default.)</p> <p>Note: The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of works listed should be countersigned by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent.</p> <p>(@) at price level of the current financial year (when bids are opened). The cost of works, executed during previous years, shall be given weightage of 10% per year (compounded yearly) to bring it to the current price level for the year in which bids are opened.</p>
<p>5. One Contractor/Agency per bid</p>	<p>Each Contractor shall submit only one bid. A Contractor who submits more than one bid for each work will be disqualified.</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

6. Cost of Bids	Contractor/Agency shall bear all costs to submit their bid for the work and the department will in no case be responsible and liable for those costs.
7. Site Visit	<p>7.1 The Contractor/Agency is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility and at his own cost all information that may be necessary for preparing the bids and entering into a Contract for construction of works. The costs of visiting the site shall be at the Contractor's /Agency's own expense.</p> <p>7.2 The Bidder must visit and see for himself the site conditions including the geological and hydraulic data before bidding. The Haryana Irrigation & Water Resources Department will not be responsible if any of the information mentioned in the site investigation report is found at variance with the site conditions during execution of the work, and consequences thereof, and nothing extra will be payable to him after approval of the tender rates on account of any variation discovered therein.</p> <p>7.3 Contractor/Agency must assess the availability of sufficient good quality water for construction purposes including that for curing as specified.</p> <p>7.4 The Contractor/Agency should examine the route for carriage of construction material upto site of work.</p>

B. Bid Document

8. Bid Documents	<p>8.1 Contents of Bid Document As per table the set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:</p> <table border="1" data-bbox="467 1192 1182 1726"> <thead> <tr> <th>Section</th> <th>Particulars</th> </tr> </thead> <tbody> <tr> <td></td> <td>Invitation for Bids</td> </tr> <tr> <td>1</td> <td>Instructions to Bidders</td> </tr> <tr> <td>2</td> <td>Qualification Information, and other forms</td> </tr> <tr> <td>3</td> <td>Conditions of contract</td> </tr> <tr> <td>4</td> <td>Special Conditions of Contract</td> </tr> <tr> <td>5</td> <td>Contract Data</td> </tr> <tr> <td>6</td> <td>Technical Specification</td> </tr> <tr> <td>7</td> <td>Form of bid</td> </tr> <tr> <td>8</td> <td>Bill of Quantities</td> </tr> <tr> <td>9</td> <td>Securities and other forms</td> </tr> <tr> <td>10</td> <td>Drawings</td> </tr> <tr> <td>11</td> <td>Documents to be furnished by bidder</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Section	Particulars		Invitation for Bids	1	Instructions to Bidders	2	Qualification Information, and other forms	3	Conditions of contract	4	Special Conditions of Contract	5	Contract Data	6	Technical Specification	7	Form of bid	8	Bill of Quantities	9	Securities and other forms	10	Drawings	11	Documents to be furnished by bidder		
Section	Particulars																												
	Invitation for Bids																												
1	Instructions to Bidders																												
2	Qualification Information, and other forms																												
3	Conditions of contract																												
4	Special Conditions of Contract																												
5	Contract Data																												
6	Technical Specification																												
7	Form of bid																												
8	Bill of Quantities																												
9	Securities and other forms																												
10	Drawings																												
11	Documents to be furnished by bidder																												

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, annexures and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder’s own risk. Pursuant to clause 23.3 hereof, bids which are not substantially responsive to the requirements of the Bid documents shall be rejected.</p> <p>8.3 Clarification of bidding documents: A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter “cable” includes telex and facsimile) at the Employer’s address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. The Employer’s response will be forwarded to the enquiring bidder and also uploaded on the website for the information of all the bidders including a description of the enquiry but without identifying its source.</p>
<p>9. Pre-bid meeting: (Mandatory for work of value more than Rs. 2.00 crore)</p>	<p>9.1 The prospective bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as below. Date & Time Venue</p> <p>9.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>9.3 The prospective bidder is requested to submit any questions in writing or by cable to reach the Employer/Engineer not later than one week before the meeting.</p> <p>9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to the enquiring bidder and also uploaded on the website for the information of all the bidders including a description of the enquiry but without identifying its source. within 7 days. Any modification of the bidding documents listed in Clause 8, 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 and corrigendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting only. The minutes will also be posted on the website.</p> <p>9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a prospective bidder.</p>
<p>10. Amendment of Bid Documents</p>	<p>10.1 Before the deadline for submission of bids the Engineer may modify the bidding documents by issuing Corrigendum.</p> <p>10.2 Any corrigendum so issued shall be part of the bid documents and</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>shall be communicated to the Contractor/ agencies who attended the pre-bid conference and will also be uploaded on the website for information of others.</p> <p>10.3 To give reasonable time to take corrigendum into account in preparing the bid, the Engineer may, at his discretion extends as necessary the dead line for submission of bids.</p> <p>10.4 For online bids the corrigendum shall be available on website prescribe for e-tendering.</p>
<p>C. Preparation of Bids</p>	
<p>11. Documents comprising bid</p>	<p>11.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> <p>11.2 The bid to be submitted by the bidder (refer Clause 8.1) shall be in two separate parts: Part-I shall be named “Technical Bid” which will be submitted online, unless otherwise specified in the NIT and scanned copies of all the requisite documents will be uploaded and original documents will be submitted upto the time of opening of bids , till allowed to do so and it will include the following:- (i) For bidding documents downloaded from website (refer IFB), the cost of bidding document will be paid as specified. (ii) Bid Security in the form specified under clause 15. (iii) Qualification Information and supporting documents as specified in Section-2. (iv) Certificate, undertakings, affidavits as specified in Section 2. (v) Information pursuant to Clause 4 of Section 1. (vi) Undertaking that the bid shall remain valid for the period specified in Clause 13 of Section 1. Part-II shall be named “Financial Bid” and shall comprise of: (i) Form of Bid as specified in Section 7. (ii) (Priced Bill of Quantities for items specified in Section 8. (iii) Both bids will be submitted online in accordance with Clause 19 unless otherwise specified.</p> <p>11.3 All documents relating to the bid shall be in the Hindi/English language.</p>
<p>12. Contract Price</p>	<p>12.1 The Contract price shall be for the whole work based on the priced bill of quantities submitted by the Contractor/Agencies.</p> <p>12.2 The Contractor/Agency shall fill the rates and prices for all the items in the works described in the bill of quantities. Items for which no rate or price are entered by the Contractor/Agency will not</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>be paid for by the Engineer when executed and shall be deemed to be covered by other rates and price in bill of quantities. Corrections, if any, shall be made by crossing out and initialing with date and rewriting.</p> <p>12.3 All duties, taxes and other levies payable including any royalty if payable on account of minor minerals as per rules, by the contractor as applicable from time to time, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.</p> <p>12.4 The rate and price quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account (for contracts up to 12 months period). Or The rates and prices quoted by the bidder are subject to adjustment during the performance of Contract in accordance with the provision of Clause 43 of the Conditions of Contract (for Contracts with more than 12 months as completion period).</p> <p>12.5 In case of works to be carried out during closure of any channel no compensation will be payable for non-availability of closure in the channel. However, if the closure is not made available within the intended completion period then the Contractor will have the option to take up the work, in which case escalation will be payable @ 1% per quarter upto the date of start of work after which only price adjustment will be made as per clause 43 of Conditions of Contract if applicable on the value of the works (For works on canals during closure period only).</p> <p>Note: -Escalation for 1st quarter after due date will be 1%, for second quarter after due date will be 2% and so on.</p>
<p>13. Validity of Bids</p>	<p>Bids shall remain valid for a period of 90 days after the date of opening of the tender. Any received bid valid for a shorter period will be rejected by the Engineer as non-responsive. In case of exceptional circumstances, prior to the expiry of the original time validity, the Engineer may request the bidders to extend the period of validity for specific additional period along with the extension of instrument of the earnest money.</p>
<p>14. Currency of the Bid and payment</p>	<p>The unit rates and the price shall be considered in Indian Rupees and all payments shall be made in Indian Rupees.</p>
<p>15. Earnest Money</p>	<p>15.1 The Contractor/Agency shall furnish Earnest Money for the amount as specified. The earnest money shall be in favour of Executive Engineer,..... and may be in one of the following shapes:</p> <ul style="list-style-type: none"> • A receipted challan from Government Treasury or a duly pledged Deposit at Call/FDR/D.D./Bank Guarantee in the form

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>specified, from any scheduled bank as specified and should be valid for 45 days beyond the validity period of bid as specified in clause 13.</p> <ul style="list-style-type: none">• The Scanned copy of the instrument of the Earnest Money will be uploaded and the original copy will be physically submitted before the opening of technical bid unless paid on line when the mode is available. <p>15.2 Any tender not secured as indicated above shall be rejected by the Engineer as non responsive.</p> <p>15.3 The Earnest money of unsuccessful Contractors/agencies will be returned after 45 days of the validity period of the bids, as specified in clause 13 or when the successful agency has signed the agreement, and furnished the performance security, and other documents as specified, if any, whichever is earlier.</p> <p>15.4 The Earnest money of the successful Contractor/agency will be discharged when the Contractor/agency has signed the agreement and furnished the performance security and submitted the program of work as required under Clause 27.</p>
16. Forfeiture of Earnest Money	<p>16.1 The Earnest money will be forfeited:</p> <ul style="list-style-type: none">(i) if the Contractor/agency withdraws his/her bid during the period of bid validity;(ii) in case the successful Contractor/agency fails within the specified time limit, to sign the agreement or furnish the required performance security;(iii) in case where it is discovered at any stage before the allotment of work to the Contractor, that he had/has made misleading or false statements in order to get the work allotted. This would be in addition to and without prejudice to the right of the Engineer to take any other legal action against the Contractor.

Signature of Contractor

No. of Corrections

Signature of Engineer

17. Format and signing of bids	<p>17.1 The original and copies of the bid shall be typed or hand written and shall be signed by a person or persons duly authorized to sign on behalf of the Contractor/agencies. The person who has signed the bid documents shall initial all pages of the bid documents where entries or amendments have been made. All documents attached with the bid should be duly signed by the authorized signatory with date. (For Manual Mode)</p> <p>17.2 The rates should be per unit and written in figures, words along with worked out amount. In case of error, the rates written in words will prevail. However, if the rates are given in one form only, then the same shall be considered.</p> <p>17.3 The bid documents shall contain no alterations or additions, except those to comply with instructions issued by the Engineer, or as necessary, to correct errors made by the Contractor/agency, in which case such corrections shall be initialed by the persons signing the bid document. (For Manual Mode)</p> <p>17.4 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the drawing and specifications. Conditional offer will not be considered further in the process of bid evaluation.</p>
---------------------------------------	--

D. Submission of Bids

18. Submission of Bids	<p>18.1 Submission of Bids (Offline)</p> <p>(a) The Contractor/Agency shall seal the original and copy of the bids in separate envelopes, marked “original” and “copy” and put these envelopes inside one another envelope, addressed to the Engineer at the following address.</p> <p>Executive Engineer,</p> <p>Do not open Before.....</p> <p>(b) If the envelope is not sealed and marked as above the Engineer will assume no responsibility for the misplacement or premature opening of the bid.</p> <p>(c) The envelope containing documents of Technical Bids which cannot be submitted online (i) be addressed to the Engineer at the address given in Contract Dates, (ii) bear the identification as indicated in clause 20.1 above.</p>
-------------------------------	--

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>18.2 Submission of Bids (Online) Online submission of bids will be as per the detailed instructions/manuals provided on the portal of E-tendering service provider.</p>
<p>19. Deadline for submission of bids</p>	<p>19.1 Bids must be submitted to the Engineer at the above address not later than The Engineer may extend the deadline for submission of bids, by issuing an amendment in which case all rights and obligations of the Engineer and the Contractor/Agencies previously subject to the original deadline will then be subject to the new deadline.</p> <p>19.2 Any bid received by the Engineer after the deadline prescribed will not be entertained and will be returned unopened.</p> <p>19.3 No bid can be modified after the deadline for submission of bids.</p>
<p>E. Opening of Bids and Evaluation</p>	
<p>20. Bid Opening</p>	<p>20.1 The Engineer will open all the Bids received (except those received late), including modifications made pursuant to Clause 10, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in clause 19 in the manner specified in Clause 20 of Section 2. In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day. (Applicable to both, offline and online opening)</p> <p>20.2 Single envelop system of bid opening: for works costing upto Rs. 1.00 crores (or as may be specified from time to time), the Engineer will have the discretion to adopt single envelope system of bid opening. In this case, firstly technical bid will be opened and if the valid bid security is received, financial bid will also be opened without evaluating the technical bid. However, technical bids of the bidders would be evaluated later and financial bids of only those bidders will be considered who would qualify in the technical bids. Technical bids will be approved by the officer competent to approve the financial bid. (Applicable to both, offline and online opening)</p> <p>20.3 The Engineer will prepare the minutes of the bid opening including the information disclosed to those present. (Applicable to both, offline and online opening)</p> <p>20.4 Double envelopes system of bid opening (for works costing more than 1 crore or even for works costing less than 1 crore as may be specified):</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>(a) Offline Opening (wherever specifically allowed)</p> <ul style="list-style-type: none">(i) The envelope containing “Technical Bid” shall be opened first.(ii) 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 Engineer at the opening.(iii) Evaluation of the technical bids with respect to bid security, qualification information and other information furnished pursuant to clause 11 shall be taken up and evaluated subsequently and approved by the authority competent to approve the financial bid and a list will be drawn up of the responsive bids whose financial bids will be eligible for consideration and the same will be communicated through e-mail.(iv) The date & time of opening of the Financial Bid will also be conveyed by the Engineer through e-mail. At the time of opening of “Financial Bid”, the names of the bidders whose bids were found responsive in accordance with Clause 20.5 will be announced. The bids of only responsive bidders will be opened. The responsive Bidders names, the Bid prices, the total amount of each bid, any discounts and such other details as the Engineer may consider appropriate, will be announced by the Engineer at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation. <p>(b) Online Opening</p> <ul style="list-style-type: none">(i) The Engineer shall open the first envelope containing the scanned copies of the payments relating to bid security and document fee followed by second envelope containing technical qualification on the day and time published online.(ii) After online opening of the technical bids of all the bidders their documents shall be downloaded and printouts will be taken for keeping office record. Each such document must be duly signed and sealed/stamped by the engineer in token of their authenticity to the fact that such documents have actually been taken from the authorised portal.(iii) The Technical Evaluation Report alongwith the signed technical documents regarding qualification of the bidders will be sent to the competent authority, who will
--	--

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>decide upon the Technical Evaluation. While accomplishing the technical bid the decision should invariably be uploaded on the portal so that bidders are acknowledged for this.</p> <p>(iv) The date & time of opening of the Financial Bid will also be conveyed by the Engineer through e-mail.</p> <p>(v) The Engineer shall proceed to open the financial bids of such successful bidders on the day and time finalized and having sent the information to the qualified agencies.</p> <p>(vi) The financial bids shall be downloaded and signed for their authenticity for further approval by the competent authority as per the bid.</p> <p>(vii) After final decision is taken by such authority the engineer shall upload the formal decision regarding the price bid in the ascending orders.</p>
<p>21. Process to be Confidential</p>	<p>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 efforts by a Bidder to influence the Engineer processing Bids or award decisions may result in rejection of his Bid.</p>
<p>22. Clarification of Financial Bids</p>	<p>22.1 To assist in the examination, evaluation, and comparison of Bids, the Engineer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Engineer in the evaluation of the Bid in accordance with Clause 23 C.</p> <p>22.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.</p> <p>22.3 Any efforts by the Bidder to influence the Engineer in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders’ bid.</p>
<p>23. Examination of Bids and Determination of Responsiveness</p>	<p>23.1 During the detailed evaluation of “Technical Bids”, the Competent Authority 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</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>responsive to the requirements of the Bidding documents. During the detailed evaluation of the “ Financial Bid”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bill of quantities, technical specifications, and drawings.</p> <p>23.2 A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Competent Authority right or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>23.3 If a “Financial Bid” is not substantially responsive, it will be rejected by the authority competent to approve the financial bid and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
24. Correction of Errors	<p>24.1 “Financial Bids” determined to be substantially responsive will be checked by the Engineer for any arithmetic errors. Errors will be corrected by the Employer as follows:</p> <ul style="list-style-type: none">(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplication of the unit rate by the quantity, the unit rate as quoted will govern. <p>24.2 The amount stated in the “Financial Bid” will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder. Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest Money may be forfeited.</p>
25. Evaluation and Comparison of Financial Bids	<p>25.1 The Engineer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 23.</p> <p>25.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:</p> <ul style="list-style-type: none">(a) Making any correction for errors pursuant to Clause 24; or(b) Making an appropriate adjustment for any other acceptable variations, deviations; and(c) Making appropriate adjustments to reflect discounts or other price modifications offered.

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>25.3 The Competent Authority reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the Bidding documents shall not be taken into account in Bid evaluation.</p> <p>25.4 The estimated effect of the price adjustment conditions under Clause-44 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.</p> <p>25.5 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Engineer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set for in the Clause 28 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. A bid, which contains several items in the Bill of Quantities, which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, can be rejected as non-responsive by the authority competent to accept the bids.</p>
<p>F. Award of Contract</p>	
<p>26. Award of Contract</p>	<p>The Engineer will award the Contract to the Contractor/ Agency whose bid has been determined to be substantially responsive to the bid document and who has attained the lowest evaluated bid price and whose financial bid has been accepted for award of contract by the Competent Authority provided that such Contractor has been determined to be eligible within the available bid capacity.</p>
<p>27. Notification of Award and Signing of Agreement</p>	<p>27.1 The Bidder whose Bid has been accepted will be notified of the award by the Engineer prior to expiration of the Bid validity period by cable, telex e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).</p> <p>27.2 Any concession by the contractor during negotiation will also form part of letter of acceptance and that would be deemed to the part of the contract agreement. The notification of award will constitute the formation of the Contract, subject only to the furnishing of</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>performance security in accordance with the Clause 28.</p> <p>27.3 In case of online tenders, the award of contract, after both Evaluations i.e. Technical and Financial, will be uploaded by the Engineer specifying the successful bidder and indicating the completion of the online process.</p> <p>27.4 The agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award alongwith the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.</p> <p>27.5 Upon furnishing of the Performance Security by the successful Bidder, the Engineer will promptly notify the other Bidders that their Bids have been unsuccessful.</p> <p>27.6 If the lowest bidder (L-1) backs out, his earnest money shall be forfeited, the agency will be debarred for participating in any bid for one year and the second lowest bidder (L-2), third lowest bidder (L-3) in order of sequence, may be called upon for negotiations of contract price to bring his offer to the same level as the originally first lowest bidder. In the event of their refusal to do so, the bid shall be recalled. In case of great urgency, authority competent to accept the bid may authorize call of limited or short notice bids.</p>
28. Performance Security	<p>28.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Engineer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced or front loaded bids in accordance with Clause 25 of ITB which may be kept as a surety that the contractor completes the work satisfactory. The performance security will be valid upto the end of the defect liability period plus 45 days or as prescribed in the contract data. In case the time of completion is extended, the validity of the instrument shall be correspondingly extended. It carries no interest and is refunded to the contractor after the date specified in the contract.</p> <ul style="list-style-type: none">- a bank guarantee in the form given in Section 8; or- certified Bank Draft. <p>28.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.</p> <p>28.3 Failure of the successful Bidder to comply with the requirements of Clause 28.1 shall constitute sufficient grounds for cancellation of</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>the award, forfeiture of the Bid Security and debarring the agency for participating in any bid for one year. Action will be taken to allot work to the next lowest bidder as specified under clause 27.6.</p> <p>28.4 Generally, no consideration shall be given to the offers received after scheduled time of receipt of bids. But if the subsequent offer even from a non-tenderer (received within one week of the previous offer and before the decisions of the contract) is not just marginally but significantly favourable to the Government (to the extent of 5% of the lowest bid amount in case of works costing more than Rs.5.00 crores, 10% in case of works more than Rs.1.00 crore but less than Rs.5.00 crores, 20% for in case of works more than Rs.5.00 lacs but less than Rs.1.00 crore and 30% in case of works less than Rs.5.00 lacs or any other limits as decided by Government from time to time), then the subsequent offer can be considered provided the bidder deposits the bid security and unconditional bank guarantee for the difference of the amounts between the offer of the lowest agency and the subsequent fresh offer. In that case, short notice fresh sealed bids shall be invited, with special invitation to the previous participants including the subsequent bidder mentioned above, but with the stipulation that the subsequent bidder shall not bid higher than his previous offer, otherwise his bid security and bank guarantee shall be forfeited. Tender shall be allotted to the lowest valid bid received.</p> <p>28.5 The letter of acceptance shall be issued to the contractor for an amount of its financial offer as evaluated. If this amount is more than 20% above the administrative approval, Govt. /Client's approval shall be taken. In any case, revised administrative approval shall be sought if the excess over the amount of administrative approval is more than 10%. The client department shall be given sufficient time to arrive at decision, say 30-45 days.</p>
29. Debarring	If the agency submits Financial Bid through e-tendering but fails to submit either bid security or the Technical bid or both, then the agency will be debarred from participating in any bid in Haryana Irrigation & Water Resources Department for one year.
30. Completion of work	The agency to whom the work is allotted shall complete the entire work as per drawing irrespective of quantities in the DNIT. The agency is bound to consult the drawings before submitting bids.
31. Withdrawal of items	The Employer can withdraw any item at any stage. No claim on account of withdrawal will be entertained.
32. Corrupt or Fraudulent Practices	The Engineer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>firm ineligible, either indefinitely or for a stated period of time; to be awarded a contract with Govt. of India/State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.</p>
<p>33. Advance payment</p>	<p>The Engineer will provide Advance Payment on the Contract price as stipulated in the conditions of contract subject to the maximum amount as stated in Contract Data.</p>
<p>G. Joint Venture</p>	
<p>34. Terms and conditions for Joint Venture (JV)</p>	<p>34.1 Joint Venture partners would be limited to three (including the lead partner) for works at (a) and (c) only as specified in Clause 4,2 (i) of ITB.</p> <p>34.2 Bids from joint ventures are not acceptable upto the amount (cost at which the bids are invited), as specified in the Contract Data.</p> <p>34.3 One of the partners, who is responsible for performing key functions in contract management, shall be nominated as in charge during the post-qualification and bidding periods and, in the event of a successful bid, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of the partners of the JV; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.</p> <p>34.4 All the partners of the JV shall be, jointly and severally liable, during the bidding process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned above. The bid shall be signed so as to legally bind all partners, jointly and severally.</p> <p>34.4 Qualifying Criteria for Joint Ventures</p> <p>Joint ventures must comply with the following requirements:</p> <p>(a) The Joint venture must satisfy collectively the criteria of clause 4.2 (ii) for this purpose the data of each member of JV may be added together to meet the collective qualifying criteria.</p> <p>(b) The lead partner shall meet the following qualifying criteria in proportion to their partnership in JV but not less than 50%:</p> <p>(i) Annual turnover Sub-Clause 4.2(ii) A (a);</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

	<ul style="list-style-type: none">(ii) Particular Construction experience Sub-Clause 4.2 (ii) A (b) and (c); and(iii) financial capabilities Sub-Clause 4.2(ii) C(c) Other partner shall meet the following qualifying criteria in proportion to their partnership in JV but not less than 25%:<ul style="list-style-type: none">(i) average annual turnover Sub Clause 4.2(ii) A (a);(ii) particular construction experience Sub-Clause 4.2 (ii) A (b) & (c); and(iii) financial capabilities Sub-Clause 4.2(ii) C <p>34.5 The Bids submitted by a Joint Venture (JV) shall comply with the following requirements:</p> <ul style="list-style-type: none">(d) There shall be a Joint Venture Agreement between the constituent firms specific for the contract packages for which the bids are submitted. The JV Agreement shall include among other things, the joint venture's objectives, the proposed management Structure, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each partner to the joint venture operation the commitment of the partners to joint and several liability for due performance, recourse/sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.(e) The partner so defined above and nominated as the partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.(f) The bid, and in the case of the successful bidder, the Form of Agreement, shall be signed and/or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Arbitration Agreement etc.).(g) The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of all partners of the Joint Venture and the entire execution of the Contract
--	--

Signature of Contractor

No. of Corrections

Signature of Engineer

	<p>including payment shall be carried out exclusively through the partner-in-charge. A statement to this effect should be included in the joint venture agreement.</p> <ul style="list-style-type: none">(h) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the joint venture agreement.(i) Bid Security as required can be furnished by any partner but it should be in the name of JV.(j) Performance guarantee should be in the name of Joint Venture.(k) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Accounts of the individual partners) to which the individual partner shall contribute their share capital and/or working capital.(l) Joint Venture Agreement shall also contain a clause to the effect that the financial obligations of the JV shall be discharged through the said JV Bank Account only and also all the payments received by the JV from the Employer shall be through that account alone.(m) In the event of default by the partner- in-charge, it shall be construed as default of the Contract and Employer can take action against all the JV partners under appropriate Clause of the Conditions of Contract.(n) All the members of Joint Venture should have active participation in execution during currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.(o) In case the JV agreement is not acceptable to the Employer, the JV will modify the agreement so as to be acceptable to the Employer.(p) The bid submitted shall include all information as required under the provisions of Sub Clause 5.1 and furnished separately for each partner.
--	---

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION 2

**QUALIFICATION INFORMATION AND
OTHER FORMS**

Signature of Contractor

No. of Corrections

Signature of Engineer

CONTRACTOR’S BID

Description of the Works :

.....

To:

The Executive Engineer,

Address:

[1].....

Sir,

We offer to execute the work described above in accordance with the conditions of Contract accompanying this Bid for the Contract Price of Rs.[2](in figures)) (in words)

This bid and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm that this Bid complies with the Bid conditions, validity and Bid Security required by the Contract Documents

Yours Faithfully,

Authorized Signatory

[2]

Name and Title of Signatory:

Name of Bidder:

Address:

Income Tax Pan No.:.....

[1] To be filled in before issue of the Bid Documents, by the tender issuing authority.

[2] To be filled in by the bidder, together with his particulars and date of submission at the bottom of the Form of Bid.

Signature of Contractor

No. of Corrections

Signature of Engineer

B. QUALIFICATION INFORMATION

The information to be filled in by the bidder in the following pages will be used for purpose of Technical Bid Evaluation as provided for in Clause 4 of the 'Qualification of bidders'. This information will not be incorporated in the Contract. The Contractor may attach more pages if required.

1. For individual bidders

1.1 Constitution or legal status of bidder (attach copy).

Place of registration:

Principal Place of Business:

Power of attorney of signatory of Bid (attach)

1.2 Total value of Civil Engineering

Construction work performed in the

Last Five years (in Rs. Lacs):

1.3 Civil Engineering Works including earth work performed as prime Contractor (in the same name) over the last Five years (from..... To.....).

Project Name	Name of Employee/ Engineer with full address	Description of work	Contract No.	Value of Contract (Rs. in lac)	Date of Issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay if any and if work completed.

Signature of Contractor

No. of Corrections

Signature of Engineer

1.3 (a) Civil Engineering works in hand (under progress or incomplete)

Project Name	Name of Employee/Engineer with full address	Description of work	Contract No.	Value of Contract (Rs. in lac)	Sanctioned value if any	Date of Issue of work order	Stipulated period of completion	% work done	Value of work completed

For 1.3 & 1.3(a) certificates from employer/Engineer shall be attached by the contractor.

1.4 Information on Litigation and arbitration history in which the bidder is involved. (attach more sheets if required).

Other Part (ies)	Employer/Engineer	Cause of dispute	Amount involved	Remarks showing Present status

Signature of Contractor

No. of Corrections

Signature of Engineer

1.5 Statement of compliance under the requirements of Sub clause 3.2 of the Instructions to Bidders.

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

1.6 Proposed work method and schedule. The bidder should attach description, drawings and charts as necessary to comply with the requirements of the Contracts documents.

1.7 Additional Requirements

Signature of Contractor

No. of Corrections

Signature of Engineer

LETTER OF ACCEPTANCE

(Letter head paper of the Engineer)

Dated:

To

.....
.....
..... (name and address, of the Contractor)

Dear Sirs,

This is to notify you that your tender dated..... for execution of
..... (name of the Contract and
identification number as.....for Rs (amount in figures)
Rs.....(amount in words), as corrected and
modified in accordance with the instructions is hereby, accepted by us/our agency.

You are hereby requested to furnish performance security in the form detailed in Para 28 of
Instructions to Bidders (ITB) for an amount equivalent to Rs. within 15 days
of the receipt of this letter of acceptance and sign the Contract, failing which action as stated in Para 28
of ITB will be taken.

Yours faithfully,

Executive Engineer,

.....
.....
.....

- CC:** 1. Chief Engineer.....for information
 2. Superintending Engineer.....

Signature of Contractor

No. of Corrections

Signature of Engineer

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letterhead of the Engineer)

.....(Date)

To

.....(Name & Address of the Contractor)

.....

.....

Dear Sirs,

Pursuant to your furnishing the requisite performance security and signing of the Contract for the work of
.....
at a Bid Price of Rs..... , (Rupees.....only)
you are hereby instructed to proceed with the execution of the said works in accordance with the Contract agreement.

Yours faithfully,

(Signature, name and title
of Signatory authorized to sign on behalf
of Engineer)

Signature of Contractor

No. of Corrections

Signature of Engineer

AGREEMENT FORM

(TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF RS.15/-)

Agreement Deed

This agreement, made on the day of 20 ... between the Governor of Haryana, acting through [name and address of Engineer] (hereinafter called “the Engineer” which expression shall, unless the Contract otherwise requires, be deemed to include his successors and assigns) of the one part and [name and address of Contractor] (hereinafter called “ the Contractor” which expression shall unless the Contract otherwise requires, be deemed to include his successors and assigns) of the other part.

Whereas the Engineer is desirous that the Contractor executes (name and identification number of Contract) (hereinafter called “the works”) and the Engineer has accepted the Bid by the Contractor for the execution and completion of such works and the removal/remedying of any defects therein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement, words and expression shall have the same meanings as are respectively assigned to them in the in the following documents:
 - (a) Instructions to Bidders (Section-1)
 - (b) Qualification Information & Other Forms
 - (c) Conditions of Contract (Section-3)
 - (d) Special Conditions of Contract (Section-4)
 - (e) Contract Data (Section-5)
 - (f) Technical Specifications (Section-6)
 - (g) Bill of quantities (Section-8)
 - (h) Drawing (Section 10)
 - (i) Documents to be furnished by bidder

all of which are hereinafter referred to, as the “Contract”, and they shall be deemed to form and be read and construed as part of this Agreement.

Signature of Contractor

No. of Corrections

Signature of Engineer

2. In consideration of the payments to be made by the Engineer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Engineer to execute and complete the Works and rectify defects therein in conformity in all respects with the provisions of the Contract.
3. The Engineer hereby covenants to pay the Contractor in consideration of the execution and completion of the works in all respect in the Contract Price or such other sum as they become payable under the provision of the Contract at the times and in the manner prescribed by the Contract.

In witness whereof, this agreement is signed and executed by both the parties on the day, month and year aforementioned in the presence of the following witnesses:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Signature Name..... Designation..... Date..... | <ol style="list-style-type: none"> 2. Signature Name..... Designation Date..... |
|--|---|

(For and on behalf of the Governor of Haryana)

3. Signature
- Name.....
- Designation.....
- Date.....

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Signature Name..... Designation..... Date..... | <ol style="list-style-type: none"> 2. Signature Name..... Designation Date..... |
|--|---|

(For and on behalf of the Contractor)

3. Signature
- Name.....
- Designation.....
- Date.....

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION-3

CONDITIONS OF CONTRACT

Signature of Contractor

No. of Corrections

Signature of Engineer

Conditions of Contract

Table of Contents

Clause	Content	Page No.	Clause	Content	Page No.
A. General		45-54	C. Quality Control		56
1.	Definitions	45-47	29	Identifying Defects	56
2.	Interpretation	47-48	30	Tests	56
3.	Language of Bid	48	31	Correction of Defects	56
4.	Engineer to act on behalf of employer	48	32	Uncorrected Defects	56
5.	Communications in writing	48	D. COST CONTROL		56-63
6.	Sub-Contract	48	33	Bill of quantities	56
7.	Personal	48	34	Increase in cost of works/items	56
8.	Other Contractors	48-49	35	Changes in the quantities, design, specification and payment thereof	57-58
9	Risk	49	36	Break up of rates	58
10.	Site Investigation Report	49	37	Cash Flow Forecast	58
11.	Dewatering arrangement	49	38	Payment certificates	58-59
12.	Queries about Contract data	49	39	Compensation Events	59-60
13	Possession of Site	49-50	40	Deductions from bills	60
14	Access to the Site	50	41	Retention Money/Security Deposit	60-61
15	Start of work	50	42	Liquidated Damages	61
16	Works to be completed by the Intended Date	50	43	Price Adjustment	61-62
17	Instructions	50-51	44	Cash Flow Forecasts	62
18	Defect Liability period	51	45	Loss or damage to the work/material	62
19	Safety	51	46	Certificate of completion	62
20	Things of historical value found at site	51	47	Taking over site on completion	62
21	Environmental Protection	51	48	Advance Payment	62-63
22	Insurance	51-52	49	Secured advance	63
23	Dispute Redressal System	52-54	E. FINISHING THE CONTRACT		63-66
B. Time Control		54-55	50	Certificate of Final Payment	63
24	Programme	54	51	Breach of Contract	63-65
25	Extension of the Intended Completion Date	54-55	52	Consequences of breach of contract	65
26	Delays ordered by Engineer	55	53	Release from Performance	65
27	Management Meetings	55	54	As built drawings	65-66
28	Early warning	55	55	Retention Money	66

Signature of Contractor

No. of Corrections

Signature of Engineer

Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.
- (a) BILL OF QUANTITIES (BOQ) means the priced and completed Bill of Quantities forming part of the Tender Document.
 - (b) COMPLETION DATE is the date of completion of the works as certified by the Engineer.
 - (c) CONTRACT is the Contract between engineer/employer and the Contractor to execute, complete and maintain the works.
 - (d) CONTRACT DATA defines the documents and other information which comprise the Contract.
 - (e) CONTRACTOR is a person or corporate body whose bid to carry out the Works has been accepted by the Engineer.
 - (f) CONTRACT PRICE is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. (Clause 12 of ITB)
 - (g) COMPENSATION EVENTS are those defined in Clause 40 of Conditions of Contract.
 - (h) COMPETENT AUTHORITY is the authority competent to exercise the financial powers as provided for, in the D.F.R. (Departmental Financial Rules) in respect of officers of Haryana Irrigation & Water Resources Department, of the Govt. of Haryana or other relevant provisions under various Govt. of Haryana rules and regulations.
 - (i) DAYS are calendar days; months are the calendar months.
 - (j) DEFECT is any part of the Works not completed in accordance with the Contract.
 - (k) DEFECT LIABILITY PERIOD is the period named in the Contract Data and calculated from the completion Date.
 - (l) EMPLOYER is the Governor of Haryana acting through Chief Engineer (concerned), Haryana Irrigation & Water Resources Department, Sinchai Bhawan, Panchkula for works costing more than Rs.50.00 crore and concerned Superintending

Signature of Contractor

No. of Corrections

Signature of Engineer

Engineer for all works costing upto Rs.50.00 crore.

- (m) ENGINEER is the person named in the 'Contract Data' (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing variations to the Contract, awarding extensions of time, and valuing the Compensation Events etc. after getting all these things approved from the competent authority under codal rules. Authorised representative of the Engineer will be as specified in the Contract Data.
- (n) EQUIPMENT is the Contractor's machinery, stores, shuttering, scaffolding, vehicles brought temporarily to the site to execute the works.
- (o) GOVERNMENT means the Government of State of Haryana.
- (p) INITIAL CONTRACT PRICE is the Contract price listed in the Engineer's letter of acceptance.
- (q) INTENDED COMPLETION DATE is the date on which it is intended that the Contractor shall complete the works, which is specified in the Contract Data. It may be revised only by the Engineer by issuing an extension of time after due approved from the competent authority under codal rules.
- (r) MATERIALS are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (s) NATURAL SURFACE LEVEL (NSL) is the natural surface level of the work area and its surroundings.
- (t) PLANT is an integral part of the Works having a mechanical, electrical, electronic, chemical or biological function.
- (u) SITE is the area of work as defined in the Contract data.
- (v) SITE INVESTIGATION REPORTS are the reports which are included in the Contract documents and are factual interpretative report about the surface and sub-surface conditions at the site.
- (w) SPECIFICATION means the Specification of the Works included in the Contract Documents or any modification made therein subsequently which is approved by the Engineer or PWD specifications.
- (x) START DATE is given in the Contract data. It is the date when the Contractor shall commence execution of the works.

Signature of Contractor

No. of Corrections

Signature of Engineer

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

- (y) SUB CONTRACTOR is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes works on the site.
- (z) SUBSTANTIAL COMPLETION of work means that the work has been executed to such an extent that it can be used gainfully by the employer and remaining work is minor in nature not affecting gainful use of the work
- (aa) TEMPORARY WORKS are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the works.
- (bb) UNBALANCED RATES: When the rates of any one item or more quoted by the contractor in the accepted bid are 50% more at variance (either higher or lower) from departmental rates, that bid will be called unbalanced bid.
- (cc) VARIATION is an instruction given by the Engineer which varies the Works.
- (dd) WORKS are what the Contract requires the Contractor to Construct, install and hand over to the Engineer, as defined in the Contract data.

2. Interpretation

- 2.1 In interpreting these conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meanings under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the 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 intended completion Date, will remain unchanged and may apply to any section of the Work (other than references to the Completion Date and Intended Completion Date for the whole of the work).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority and these shall also form part of the contract:
 - (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the

Signature of Contractor

No. of Corrections

Signature of Engineer

works.

- (3) Contractor’s Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Bill of Quantities
- (7) Specifications
- (8) Drawings
- (9) Other document listed in the Contract data as forming part of the Contract.

3. Language of Bid The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer to act on behalf of employer Except where otherwise specifically stated, the Engineer will decide Contractual matters between the Engineer and the Contractor in the role representing the Employer.

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

6. Sub-Contract The Contractor shall, only with the approval of the Engineer in writing, sub-contract a portion of the contract up to a limit specified in Contract Data. However, the Engineer is not bound to accept the proposal for sub-contracting. Sub-contracting will not alter any of the Contractor’s obligations and responsibilities under the Contract.

7. Personnel 7.1 If the Engineer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons thereof, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

7.2 The Contractor shall employ the key personnel named in the schedule of key personnel referred to clause 4.2 (ii) B (b). Engineer will approve any proposed replacement of key personal only if their qualification, abilities and relevant experience are substantially equal or better than those listed in the clause 4.2 (ii) B (b). If contractor fails to provide key personnel, then Engineer shall ensure proper supervision through his own staff (additionally deployed) at the cost of the contractor.

8. Other Contractors 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the engineer.

8.2 The Contractor shall, as referred to in the Contract Data, also

Signature of Contractor

No. of Corrections

Signature of Engineer

provide facilities and services for them.

8.3 The engineer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Risks

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

9.2 **Contractor’s Risk:-** All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract and are the responsibilities of the Contractor.

10. Site Investigation Report

The Contractor should have satisfied himself regarding the geological and hydraulic data in respect of the work. Engineer will not be responsible if any of the information mentioned in the site investigation report is found to be at variance with the site conditions during execution of the work, and consequences thereof, and nothing extra will be payable to the Contractor on this account.

11. Dewatering arrangement

The Contractor shall be required to make adequate dewatering arrangements to make the area dry for construction work. No separate payment shall be made to the Contractor for dewatering and the rates quoted by the Contractor for various items of BOQ shall include the cost of dewatering unless specific provisions are made in the BOQ for payment of dewatering. This includes sub soil/surface dewatering also, if needed to execute the work properly.

12. Queries about Contract data

The Engineer will clarify queries on the Contract Data.

13. Possession of site

13.1 The site may be handed over at the commencement in full, substantially, or in parts. The schedule of handing over of the site to the contractor is laid down in the contract data. In the event of any unavoidable delay on the part of the department in handing over of the balance site, the contractor shall be entitled to only extension of time but no compensation, unless specifically provided otherwise in the contract, shall be payable.

13.2 For seeking time extension on the ground of not handing over the site, the contractor shall have to give documentary evidence as to

Signature of Contractor

No. of Corrections

Signature of Engineer

what part of site was not handed over and the execution of which part of the work was affected. If the contractor had sufficient work front and the balance site is handed over in the meantime, he shall not be entitled to time extension

14. Access to the Site

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

15. Start of work

15.1 The Contractor shall construct and install the works in accordance with the Specification and Drawings.

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

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

15.3 The Engineers approval shall not alter the Contractors responsibility for design of the Temporary Works.

15.4 The Contactor shall obtain approval of third parties to the design of the Temporary Works where required, subject to approval by Engineer.

15.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

16. Works to be completed by the Intended Date

16.1 The Works are to be completed by the intended Completion Date

16.2 The Contractor will commence execution of the works on the Start Date and shall carry out the works in accordance with the action program submitted by the Contractor, as updated with the approval of the Engineer and complete them by the Intended Completion Date. The completion shall include making the site good and free from post construction maladies.

17. Instructions

17.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the site is located.

17.2 Engineer can delegate any of his duties and responsibilities to

Signature of Contractor

No. of Corrections

Signature of Engineer

other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

17.3 The Contractor shall cooperate and share the site with other Contractors, public authorities, utilities.

18. Defect Liability period

Defect Liability period will be as provided in the Contract Data.

19. Safety

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

20. Things of historical value found at site

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

21. Environmental Protection

The contractor shall, throughout the execution and completion of the work and the remedying of any defects therein, take all reasonable steps to protect the environment of the site and to avoid damage or nuisance to person or to property of the public or others.

22. Insurance

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

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

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

22.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover premium the Employer has paid, from payments otherwise due to the Contractor or, if no payments are due then premium

Signature of Contractor

No. of Corrections

Signature of Engineer

shall be debt due.

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

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

**23. Dispute
Redressal System**

23.1 If any dispute or difference of any kind what-so-ever arise in connection with or arising out of this contract or the execution of work or maintenance of the works thereunder, 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, described alongwith their powers in the contract data above the rank of the Engineer. 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 works, including maintenance thereof pending receipt of the decision of the authority as aforesaid, with all due diligence.

23.2 Either of the parties is barred from making reference to the competent authority after 120 days from completion of work i.e. the claims will be time barred if the reference to the competent authority is not made within 120 days from the completion of work.

23.3 Either Party will have the right of appeal against the decision of the competent authority, to the Standing Empowered Committee.

23.4 The Composition for the Empowered Standing Committee will be:

(a) For the claim up to Rs. 10 lac

(i) One official member, Chairman of the Standing Empowered Committee, not below the rank of Chief Engineer appointed by the Haryana Government.

(ii) One official member not below the rank of Superintending

Signature of Contractor

No. of Corrections

Signature of Engineer

Engineer.

- (iii) One non-official member who will be technical expert of Superintending Engineer's levels selected by the contractor from a panel of three persons given to him by the Employer.
- (b) For the claim above Rs. 10 lac.
- (i) One official member, Chairman of the Standing Empowered Committee, not below the rank of Secretary to Govt. of Haryana or as may be decided by the Government.
 - (ii) One official member not below the rank of the Chief Engineer and
 - (iii) One non-official member who will be technical Expert of Chief Engineers level selected by the contractor from a panel of three person given to him by the employer.
- 23.5 Either of the parties who is not satisfied with the decision of the competent authority will request to Engineer-in-Chief, Haryana Irrigation & Water Resources Department, Panchkula for formation of the Standing Empowered Committee within 45 days of receipt of such decision and will have to deposit 2% of the claim amount in form of an unconditional FDR pledged in the name of claimant. The Engineer-in-Chief will get the Standing Empowered Committee constituted from Govt.
- 23.6 Either of the parties can appeal to the Standing Empowered Committee within 45 days after the constitution of the Standing Empowered Committee is intimated to the parties.
- 23.7 The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contactor and the Employer for oral arguments for a specified period. The Standing Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contactor can approach the appropriate court for the resolution of the dispute.
- 23.8 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as "in full and final settlement of all claims". If he does not accept the decision, he is not barred from approaching the court. Similarly, if the

Signature of Contractor

No. of Corrections

Signature of Engineer

Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the court applicable under the law.

B. Time Control

24. Programme

- 24.1. Within the time stated in the Contract Data, the Contractor shall submit to the Engineer, a work Program along with PERT/CPM chart, method statement and quality management plan.
- 24.2. An update of the Program shall be a Program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 24.3. The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in Contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 24.4. The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of variations and compensation events, if any.

25. Extension of the Intended Completion Date

- 25.1. The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost. However Engineer shall seek approval of competent authority.
- 25.2. The Engineer shall examine whether and by how much to extend intended Completion Date within 15 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event of Variation and refer it for decision to the Competent Authority and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay,

Signature of Contractor

No. of Corrections

Signature of Engineer

the delay by this failure shall not be considered in assessing the new intended completion Date.

25.3. The Competent Authority shall in not more than 30 days communicate to the Engineer-in-Charge the acceptance or otherwise of the Engineer’s recommendations. If the Competent Authority fails to give his acceptance or rejection, the Engineer shall not grant the extension and the contractor may refer the matter to the Dispute Redressal System as provided above.

26. Delays ordered by Engineer

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

27. Management Meetings

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

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

28. Early warning

28.1. The Contractor shall issue early warnings to the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract price and completion date. The estimate is to be provided by the Contractor as soon as reasonably possible.

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

28.3. If the Contractor does not start the work without any reason, the department will get the work completed at the risk and cost of the Contractor.

Signature of Contractor

No. of Corrections

Signature of Engineer

C. Quality Control

- 29. Identifying Defects** The Engineer shall check the Contractor’s work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor’s responsibility. The Engineer may instruct the Contractor to search for a defect and to uncover and test any work that the Engineer considers may be defective.

- 30. Tests** If the Engineer instructs the Contractor to carry out a test not specified in the Specifications to check whether any work has a defect and the test shows that it has, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event, and the cost shall be borne by the department as Compensation Event.

- 31. Correction of Defects**
 - 31.1 The Engineer shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as the defects remain to be corrected.
 - 31.2. Whenever a notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Engineer’s notice.

- 32. Uncorrected Defects** In the event of the Contractor failing to remedy the defects, or remove the material that is of inferior quality than the quality contracted for, within a period specified by the Engineer, on his demand, then the Contractor shall be liable to pay compensation which shall be determined by the Engineer, depending on the nature of defect, provided that it shall not exceed the amount which will be required to set it right, by the Engineer himself or through an outside agency whichever is higher.

D. Cost Control

- 33. Bill of quantities**
 - 33.1. The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.
 - 33.2. The Bill of Quantities is used to calculate the Contractor’s Price. The Contractor is paid for the quantities of the work done at the rate in Bill of Quantities for each item.

- 34. Increase in cost of works/items** If total cost of work exceeds by more than 5% and individual quantity for any particular item exceed by more than 50%, the further execution will be done on the already approved rates after approval by the competent / sanctioning authority.

Signature of Contractor

No. of Corrections

Signature of Engineer

35. Changes in the quantities, design, specification and payment thereof

- 35.1. The Engineer shall have the power to make any alterations, omissions or additions to, or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer and any such alterations, omissions, additions or substituted work, which the Contractor may be directed to do in the manner, as specified above as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the cost of the altered, additional or substituted work bears to the original Contract Work and the decision of the Engineer, after approval from the competent authority, shall be conclusive to such a proportion or as may be decided by Engineer defining up on nature of enhanced work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective orders.
- 35.2 If the rates for the reduced, altered, additional or substituted works, are specified in the Bill of Quantity the Contractor is bound to carry out the reduced, additional, altered or substituted work at the same rates as are specified in the Contract.
- 35.3 If the rates for the altered, additional or substituted work are not specifically provided in the Contract for the work, then such rates will be derived from the rates for a similar class of work as are specified in the Contract for the work.
- 35.4 If the rates for the altered, additional or substituted work can not be determined in the manner specified above, then the rates for such work/item shall be worked out on the basis of the Haryana Schedule of Rates plus/minus the percentage of the total bid amount vis-à-vis the estimated cost of the entire work put to bid.
- 35.5 If the rates for such work cannot be determined in any of the manners specified above, then the Contractor shall, within seven days of being ordered to carry out such alteration, addition or substitution, provide to the Engineer with a

Signature of Contractor

No. of Corrections

Signature of Engineer

quotation for carrying out such work supported by an analysis of the rate or rates claimed. This will be carried out only after the approval of the Competent Authority. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to have it done in such a manner as he considers feasible.

35.6 If the 'Contractor's' quotation is 'un-responsive', the Engineer may order the variation and make a change to the Contract price which shall be based on Engineer's own forecast of the effects of the variation on the Contractor's Cost after due approval from the competent authority.

35.7 It will be the responsibility of the Engineer and the competent authority to ensure that there is no delay in carrying out the work.

35.8 Notwithstanding what has been stated above, the Contractor shall not be entitled to any additional payment for costs which could have been avoided by giving early warning.

35.9 Variations

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

36. Break up of rates

If requested by the Engineer, the Contractor will provide to the Engineer the detailed cost breakdown of any or all Bill of Quantity items within the period specified.

37. Cash Flow Forecast

Whenever the Program is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

38. Payment certificates

38.1 The Contractor shall submit to the Engineer monthly statements of value of works, he considers himself entitled to, less cumulative amount certified previously, within 10 days of close of month. In case contractor does not submit within prescribed limits, Engineer shall get the monthly statement of the estimated value of work completed less cumulative amount prepared by the end of third week of the months. This procedure will be followed even if no work is carried out at the site of work and the claim so prepared will be a binding.

38.2 The Engineer shall check the Contractor's monthly statement within 14 days of receipt and certify the amount to be paid to the Contractor. Before certifying so, he shall ensure that all measurements and check measurements have been carried out.

38.3 The value of work executed shall be determined by the

Signature of Contractor

No. of Corrections

Signature of Engineer

Engineer.

- 38.4 The value of work executed shall comprise the value of the quantities completed as per the Bill of Quantities.
- 38.5 The value of work executed shall include the valuation of variation, and compensation events.
- 38.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any previously certified in any certificate in the light of later information.
- 38.7 Full rates will be paid in running account bills for the executed works as per specifications, if any work is found substandard after quality control tests, deductions, as per PWD code, will be made from the future running bills or from retention money and performance security if further running bill is not due to the contractor.

39. Compensation Events

- 39.1 The Contractor shall not be entitled to compensation to the extent that the Engineers interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.
- 39.2 The following are Compensation Events, for the purpose of extension in time only, unless they are caused by the Contractor:
 - 39.2.1 The Engineer, during the currency of the work, orders a delay beyond 30 days on any account.
 - 39.2.2 The Engineer gives an instruction for dealing with an unforeseen condition caused by the Engineer or additional work required for safety or other reasons.
 - 39.2.3 The Engineer unnecessarily delays issuing a certificate of completion.
 - 39.2.4 Other Compensatory events as given in Contract Data.
 - 39.2.5 The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
 - 39.2.6 Other contractors, public authorities, utilities or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- 39.3 If a compensation event would cause additional cost or would prevent the work being completed by the Intended Completion

Signature of Contractor

No. of Corrections

Signature of Engineer

Date, the Intended Completion Date extended and/or the Contract price shall be increased accordingly. The Engineer shall, with the approval of the Competent Authority, decide whether and by how much the Intended Completion Date be extended and by how much the Contract price shall be increased.

39.3.1 No Compensation would be payable due to non-availability of closure of a canal. If the closure is not made available within the Intended Completion Date, the Contractor will have the option to complete the works, with the permission of Competent Authority, in the extended period subject to provision of 12.5 of ITB being executed in the extended period.

39.4. As soon as information demonstrating the effect of each Compensation Event as per the Contractor’s estimate has been provided by the Contractor, it is to be assessed for its reasonability by the Engineer (with the approval of the competent authority) and the Contract Price shall be adjusted accordingly

39.5 Notwithstanding the determination or non-determination of the extension of Intended Completion Date and/or the adjustment of the Contract Price, the Contractor will, with all due diligence comply with any instructions of the Engineer to complete any additional work assigned to him in relation to the Contract.

40. Deductions from bills

The rates quoted by the Contractor shall be deemed to be inclusive of the rates and other taxes on all material that the Contractor will have to purchase and use for performance of this Contract

40.1. Deduction shall be made from every bill on account of Income Tax at the rate of 2% plus surcharge thereon or in accordance with the pronouncement of any cess by the Government from time to time as applicable.

40.2. Deduction shall also be made from every bill on account of VAT at source @ 4% + surcharge thereon or as amended from time to time by the Government of Haryana.

40.3. Building and other Construction Workers Welfare Cess @1% of the work done will be levied as applicable.

41. Retention Money/Security Deposit

41.1 The Engineer shall retain from each payment due to the Contractor such proportion as stated in the Contract Data until completion of the whole of the works.

Signature of Contractor

No. of Corrections

Signature of Engineer

41.2 On completion of the whole of the Works, half of the total amount retained will be repaid to the Contractor and balance half will be paid when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor, before the end of this period, have been corrected.

42. Liquidated Damages

In case of failure of the contractor for Substantial Completion of work (Substantial Completion of work means that the work has been executed to such an extent that it can be used gainfully by the employer and remaining work is minor in nature not affecting gainful use of the work) within stipulated period, unless stated to the contrary elsewhere, amount of liquidated damage for the whole of work is 0.05% of the estimated value per day subject to maximum 10% of value for the work/final Contract provided that the amount of Liquidated Damages will not exceed 20% of the value of balance work after due date of completion so that it is in consonance with Clause 52 of COC. However no liquidated damages will be levied in case period for completion of the work is extended by the Competent Authority. The Engineer may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.

43. Price Adjustment

43.1 Contract price shall be adjusted for increase or decrease in rates and price of cement, steel, fuel lubricants, Bitumen, labour, plant and machinery spares, local material etc. in accordance with following principles and procedures and as per formula given in the Contract Data.

- (a) The Price adjustment shall apply for the work done from the start date given in the Contract data up to the end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor. However, rate of various items arrived at after price adjustment for the last quarter up to the initial intended completion date or extensions granted by the Engineer shall remain applicable to the work carried out beyond the stipulated time for reasons attributable to the contractor.
- (b) The price adjustment shall be determined during each quarter from the formula given in the Contract data.

Signature of Contractor

No. of Corrections

Signature of Engineer

Note: The price adjustment will be to the extent that full compensation for any rise or fall of costs to the Contractor is not covered by the provisions of this or other clauses in the Contract. The unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in cost.

- 44. Cash Flow Forecasts** When the Programme is updated, the contractor is to provide the Engineer-in-Charge with an updated cash flow forecast.
- 45. Loss or damage to the work/material**
- 45.1 Loss or damage to the works or materials to be incorporated in the works between the Start Date and the end of the Defects Correction period shall be remedied by the ‘Contractor at his own cost’ if the loss or damage arises from the Contractor’s acts or omissions.
- 45.2 Provided that the above shall apply even if the works or materials may have been earlier inadvertently passed, certified and paid for.
- 46. Certificate of completion** The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the Work is completed, within 21 days of the receipt of request or within a reasonable period as per nature of the work.
- 47. Taking over site on completion** The Engineer shall take over the Site and the Works within seven days of the Engineer issuing the Certificate of Completion.
- 48. Advance Payment**
- 48.1 The employer shall make advance payment to the Contractor of the amounts stated in the Contract Data only for works costing Rs. 1 crore or more by the date stated therein, against provision of an unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment by the Contractor. The Bank Guarantee shall remain effective until the advance payment along with interest has been repaid, but the amount of the Bank Guarantee shall be progressively reduced by the amounts repaid by the Contractor, Alternatively, the contractor can ask for substitution of retention money with free part of the bank guarantee for release of such retention money from time to time, but in that case Bank Guarantee shall be got extended by the contractor suitably. Simple interest will be charged on the advance payments at the rate of 12% per annum.
- 48.2 The Contractor is to use the advance payment only to pay for mobilization and procurement of machinery expenses

Signature of Contractor

No. of Corrections

Signature of Engineer

required specifically for execution of the works.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentage of the works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of work done, variations, price adjustment, Compensation Events, or Liquidated Damages.

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

E. FINISHING THE CONTRACT

50. Certificate of Final Payment 50.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Correction Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contract’s account if it is correct and complete. If it is not, the Engineer shall issue within 90 days a schedule that states scope of the corrections or, additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

50.2 In case of works of irrigation channels, the final payment shall be released either after testing of the channel during running for its full supply for two running preferential order turns or expiry of Defect Liability Period whichever is later. If any defect is noticed during test running, the same shall have to be rectified by the Contractor at his own cost.

51. Breach of Contract The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
- (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28

Signature of Contractor

No. of Corrections

Signature of Engineer

days;

- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security/safety which is required.
- (g) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- (h) Non-employment of key personnel as per Clause 4.2 (ii) B (b) of ITB.
- (i) Progress of work is very slow and in the opinion of the Engineer, the contractor is not likely to complete the work even within 1½ times of the originally scheduled construction period without sufficient reasons.

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

51.2 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 50.1 above, the Engineer, with the approval of the Competent Authority, shall decide whether the breach is fundamental or not.

51.3 Notwithstanding the above, the Engineer, with the approval of the Competent Authority, may terminate the Contract for convenience.

Signature of Contractor

No. of Corrections

Signature of Engineer

51.4 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, as determined by the Engineer.

52. Consequences of breach of contract

52.1 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 less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply.

If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

52.2 If the Contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Engineer-in-Charge shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works and less advance 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 source as per applicable law.

53. Release from Performance

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

54. As built drawings

54.1 If as built drawings and/ or operating and maintenance manual and the list of materials purchased and the source of purchase is required, the contractor shall supply them by the dates stated in the contract data.

54.2 If the contractor does not supply the as built drawings and/or manuals by the dates stated in the contract data, or they do not receive the engineer’s approval, the engineer shall withhold

Signature of Contractor

No. of Corrections

Signature of Engineer

the amount stated in the contract data from payments due to the contractor.

55. Retention Money

6% (six percent) retention money shall be deducted from running bills subject to a maximum of 5% of the agreement amount and 50% of the retention money so deducted shall be refunded immediately after completion of work to the satisfaction of Engineer & balance 50% will be released after expiry of the defect liability period. However, retention money can be released against unconditional Bank Guarantee in favour of department valid for 45 days beyond defect liability period.

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION-4

SPECIAL CONDITIONS OF CONTRACT

1. The various works shall be done in line to line level and grade. The periodical checking of these by the Engineer or Engineer's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the Contractor shall make good the discrepancy at his own cost and without any compensation for the additional work, if any involved. The Engineer shall further have right, if need be, to rectify the discrepancies and recover the cost from the Contractor.
2. All materials, before being incorporated in the work, shall be inspected by the Engineer or his representative and, if necessary, tested before use. Any work, on which such materials are used without approval and written permission of the Engineer, is liable to be considered as defective and not acceptable.
 - 2.1 The day to day and periodical tests, to be carried out on materials, mixes and placed concrete, etc., shall be specified by the Engineer from time to time and the Contractor shall allow all the facilities and cooperation towards collections of samples etc. All labour for collecting samples for tests will be supplied by the Contractor free of cost to the Engineer. Testing charges shall be borne by the Contractor in all cases. Transportation of work samples from work site to and fro from the laboratory shall be arranged by the Contractor at his own cost.
 - 2.2 An authorized representative of the Contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. If the Contractor's representative fails to be present as aforesaid, the samples or cores, etc. as are taken by the Engineer or his representatives shall be considered to be authentic. The Contractor will however be informed of the details of such samples having been taken.
 - 2.3 The materials, mixes and the cores shall be tested day to day and periodically at the laboratory and the results given thereby shall be considered correct and authentic by the Contractor. The Contractor shall be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and

Signature of Contractor

No. of Corrections

Signature of Engineer

method adopted. It shall then be the Contractor's responsibility to produce the works, materials and finished item to the standards based on the laboratory design and tests.

- 2.4 The methods of sampling, testing, procedures and standards shall be laid down by the Engineer from time to time.
- 2.5 The quality and quantity of material shall be the responsibility of the Contractor, irrespective of the test results being good.
- 3. Arrangement of water and electric power, etc. required by the Contractor for the work shall be made by him at his own cost. Engineer will, however, recommend to the concerned State Electricity Utilities for providing the connection and power to the Contractor, however, the Engineer will bear no responsibility in this respect.
 - 3.1 Contractor shall not be allowed to start the work till Engineer is satisfied with the proper arrangement of good quality water for execution of work including curing for 28 days. For this, the Contractor shall have to construct water storage tanks of sufficient capacity. No extra payment shall be made on this account. Any delay in execution of work due to non-availability of sufficient water will be responsibility of the Contractor.
- 4. The Contractor shall not set fire to any standing jungle, trees, 'bush' wood or grass without a written permission from the Engineer.
 - 4.1 When such permission is given and also in all cases when destroying of dug trees, bush wood, grass, etc. by fire the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
 - 4.2 Any damage caused by the spreading of such fire, whether in or beyond limits of the Engineer's property shall be made good by the Contractor within a period specified by the Engineer or in default the amount of the damage shall be recovered by the Engineer from the Contractor's bill as damages or deducted by any other duly authorized officer from any sums that may be due or become due from the Employer to the Contractor under the Contract or otherwise.
 - 4.3 The Contractor shall bear the expenses of defending any action of law proceedings that may be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage, and cost that may be awarded in consequence.

Signature of Contractor

No. of Corrections

Signature of Engineer

5. The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the Contractor will be entertained by the Engineer on this account.
6. A site order book shall be kept on the site of the work. As far as possible, all orders, regarding the work are to be entered in this Book. All entries therein shall be signed by the Engineer or his authorized representative and the Contractor or his authorized representative. In important cases, the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with the written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The authorized representative of the Engineer shall submit periodically copies of the remarks in the site order book to the Engineer for record and to the Contractor for submitting compliance report.
7. The Contractor shall conform to the regulations, bye-laws or any other statutory rules made by any local authority or by the Government and shall protect and indemnify the Engineer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees, etc.
8. The Contractor shall make his own arrangement for supply of all materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer shall be entitled, at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for inspection or examination as may be required.
 - 8.1 The Contractor shall keep an accurate record for use of materials like cement and steel used in the works in a manner prescribed by the Engineer.
 - 8.2 Large stock of cement shall not be kept at the work site but only sufficient quantities shall be kept to ensure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm above the floor level and shall be covered with tarpaulin or any other impervious covering material in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and

Signature of Contractor

No. of Corrections

Signature of Engineer

count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the stores at site.

9. The Contractor shall comply with all labour laws, rules and regulations thereof as applicable from time to time in respect of the labour engaged directly or indirectly on the work by him or through his sub-Contractor.
10. The Contractor shall, so far as reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer, an adequate supply of drinking and other water for the use of the Contractor's staff and work force.
11. At every workplace at which 50 or more women workers are ordinarily employed there shall be two huts for use by children under the age of 6 years belonging to such women. One hut shall be used for infants to play and other for bed rooms. The huts shall not be constructed on a lower standard than the following:-
 - (i) Thatched roofs over tin roofs.
 - (ii) Mud floors and walls of bricks
 - (iii) Plants spread over the mud floor and covered with matting.
 - (iv) The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. Adequate arrangement for toilet facilities and fuel will be made by Contractor for labour at site.
12. The Contractor shall also construct and equip at his cost a working office with electricity and water arrangement for site Engineer.
13. The contractor shall also provide instruments for setting up field laboratory at his own cost to site Engineer. No separate payment shall be made for this.
14. The Contractor shall pay not less than fair-wages to the labour engaged in his work directly by him or through his sub-Contractor. Fair wage would mean the wage, whether for the whole or piece work, as notified from time to time and where such wage prescribed by the District Authorities of the district in which the work is done.
15. The Engineer shall have the right to deduct from the money due to Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason

Signature of Contractor

No. of Corrections

Signature of Engineer

of non-fulfillment of the condition of Contract for the benefit of the workers vis-à-vis the Haryana Government, the Contractor shall be primarily liable for all payments to be made under and for the observance of the rules, regulations and labour law without prejudice to his right to claim indemnity from his sub-Contractor.

17. Force Majeure

Neither party shall be liable to each other, for any loss or damages, occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquakes or other invasion of nature and other such acts.

18. Cement contents

Actual cement required for the aggregates in concrete to be used shall be determined by laboratory test while designing the concrete mixes. If the cement contents of the design mix of that grade come less than the provision of cement contents provided in the Haryana Scheduled of Rates, (with latest amendments) due to durability conditions, the cement contents as provided in the Haryana Schedule of Rates shall be used and no extra payment on this account shall be made to the contractor.

19. Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangement 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 various classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

20. Compliance with labour regulations

During continuance of the contract, the Contractor and his sub contractors shall abide at all time 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 features of some 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

Signature of Contractor

No. of Corrections

Signature of Engineer

the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, 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 provision 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. The Employer/ Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

Salient features of some major labour laws applicable to establishments engaged in building and other construction work.

- (i) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (ii) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act to satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of services. The Act is applicable to all establishments employing 10 or more employees.
- (iii) Employees Provident Fund and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus worker @ 10% or 8.33%., whichever is applicable. The benefits payable under the Act are:-
 - (a) Pension or family pension on retirement or death, as the case may be.
 - (b) Deposit linked insurance on the death in harness of the worker.
 - (c) Payment of Provident Fund accumulation on retirement/ death etc.
- (iv) Maternity Benefit Act: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (v) Contract Labour (Regulation & Abolition Act 1970): The Act provides for certain welfare 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.

Signature of Contractor

No. of Corrections

Signature of Engineer

The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

- (vi) Minimum Wages Act 1918: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways and irrigation structures are scheduled employments.
- (vii) Pay of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (viii) 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.
- (ix) Payment of Bonus Act 1965: The Act is applicable to all establishment employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above up to 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishment. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (x) Industry Disputes Act 1947: The Act laying down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (xi) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the

Signature of Contractor

No. of Corrections

Signature of Engineer

conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

- (xii) 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.
- (xiii) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupation and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (xvi) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Services) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- (xv) The Building Other Construction workers (Regulation of Employment and Conditions of Services) Act 1996 and the Cess Act 1996: All the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First Aid facilities, Ambulance, Housing accommodation 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.
- (xvi) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leaves and rendering information regarding accident or dangerous occurrences to designated authority. It is applicable to premises employing to persons or more with aid

Signature of Contractor

No. of Corrections

Signature of Engineer

of power or 20 or more persons without the aid of power engaged in manufacturing process.

21 Protection of Environment

The contractor shall take all reasonable steps to protect the environment at and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and by laws of the State or Central Government or local authorities and any other law, bye law, regulations that may be passed for notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

- (i) The water (Prevention and Control of Pollution) Act 1974: This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alternation of physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- (ii) The Air (Prevention and Control of Pollution) Act 1981: This provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid, or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.
- (iii) The Environment (Protection) Act 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the interrelationship which exists among and between

Signature of Contractor

No. of Corrections

Signature of Engineer

water, air and land, and human beings, other living creatures, plants, micro-organism and property.

- (iv) The Public Liability Insurance Act 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

22. Substantial Completion

- (a) If any part of the Permanent Works has been substantially completed and has satisfactorily passed any Test on Completion prescribed by the Contract, the Engineer may issue a Taking Over Certificate in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete with due expedition any outstanding work in that part of the Permanent Works during the Defects Liability Period.
- (b) When the whole of the Works have been substantially completed and have satisfactorily passed any Tests on Completion prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer, with a copy to the Employer, accompanied by a written undertaking to finish with due expedition any outstanding work during the Defects Liability Period. Such notice and undertaking shall be deemed to be a request by the Contractor for the Engineer to issue a Taking-Over Certificate in respect of the Works. The Engineer shall, within 21 days of the date of delivery of such notice, either issue to the Contractor, with a copy to the Employer, a Taking-Over Certificate, stating the date on which, in his opinion, the Works were substantially completed in accordance with the Contract, or give instructions in writing to the contractor specifying all the work which, in the Engineer's opinion, is required to be done by the Contractor before the issue of such Certificate. The Engineer shall also notify the Contractor of any defects in the Works affecting substantial completion that may appear after such instructions and before completion of the Works specified therein. The Contractor shall be entitled to receive such Taking-Over Certificate within 21 days of completion, to the satisfaction of the Engineer, of the Works so specified and remedying any defects so notified.

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION-5

CONTRACT DATA

Signature of Contractor

No. of Corrections

Signature of Engineer

SECTION 5

CONTRACT DATA

1. The **Employer** is
 Name : Governor of Haryana through..... [CI 1.1 of COC]
 Address :
2. Name of the **Engineer**: [CI 1.1 of COC]
 Address :

3. Names of Authorized Representatives of the Engineer: [CI 1.1 of COC]

4. The Name and identification number of the **Contract** is
.....
.....

(Insert name and number as indicated in the Invitation for Tenders.)

The work consist of.....
.....
.....
.....

(Brief summary, including relationship to either Contact under the project)

5. The **intended start** Date shall be: [CI 1.1 of COC]

6. The **Intended Completion** Date for the whole of the Work is shall be ... [CI 1.1 of COC]

7. Milestone dates:

Milestone 1 i.e. 25% date..... in..... months (whole work upto a value of 20%)

Milestone 2 i.e. 50% date in..... months (whole work upto a cumulative value of 45%)

Milestone 3 i.e. 100% date in..... months (Complete works)

8. The following documents also form part of the Contract: i.e. undertaking of the bidder, if any
..... [CI 2.3 of COC]

9. The Contractor shall submit a programme for the work within 21 days of delivery of the letter of Acceptance. The period between Program update shall be 60 days. [CI 22 of COC]

Signature of Contractor

No. of Corrections

Signature of Engineer

10. The site possession dates shall be within 10 days of execution of Contract.

[CI 13 of COC]

The site is located at.....

And is shown in drawing No.....

11. The Defects liability period shall be 90 days for works costing upto Rs. 50 lacs and 180 days for works costing above Rs. 50 Lacs, except for pucca works, for which it shall be 1 year from the date of issue of completion certificate.

[CI 1.1 and 18 of COC]

12. The minimum insurance cover for physical property, injury and death is Rs.5 lacs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. Engineer will be indemnified against any risk. Insurance will be taken in joint names of the Engineer and Contractor and a copy will be lodged with the Engineer.

[CI 22 of COC]

13. The following events shall also be Compensation Events.

[CI 1.1 and 40 of COC]

(Cross out if not applicable)

- (i) Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.
- (ii) Removal of underground utilities detected subsequently.
- (iii) Removal of unsuitable material like marsh, debris, dumps, etc not caused by the contractor and not included in the BOQ.
- (iv) Presence of historical, archeological or religious structures, monuments interfering with the works detected later on.
- (v) Restriction of access to ground imposed by civil, judicial, or military authority.
- (vi) None handing over of all the parts of the site to the contractor.
- (vii) If no defect is found in a test as directed by Engineer outside the specific tests as per Clause 30.

14. The Proportion of payment retained (**retention money**):6% from each bill subject to a maximum of 5% of the bid amount.

[CI 41 of COC]

15. Liquidated damages for the whole of the works are:

The amount of liquidated damage for the whole of work is 0.05% of the estimated value per day subject to maximum 10% of value for the work/final Contract provided that the amount of

Signature of Contractor

No. of Corrections

Signature of Engineer

Liquidated Damages will not exceed 20% of the value of balance work after due date of completion. [CI 42 of COC]

16. Percentage for the work not completed will be 20%. [CI 52 of COC]

17. The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in the Bid Document.

18. Jurisdiction of Court:

In the event of any matter concerning this Contract, the Competent Court shall be the court having jurisdiction over the place where the agreement was executed.

19. The laws, which apply to the contract, are the laws of the land. [CI 3 of COC]

20. The language of the Contract documents is English. [CI 3 of COC]

21. Limit of subcontracting [not more than 50% of the initial contract price] [CI 6 of COC]

22. Limit of Joint Venture [not less than 10 crore of the cost of invited bid]. [CI 34 of ITB]

23. The currency of the Contract is Indian Rupees. [CI 14 of ITB]

24. As built drawings

The date by which “as built” drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. The amount to be withheld for failing to supply “as built” drawing by the date required equal to 0.25% of Contract Price. [CI 54 of COC]

25. **Price Adjustment clause:** [CI 43 of COC]

The formula (C) for adjustment of price is”

R= Value of work executed during the quarter concerned

Adjustment for cement components:

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

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_o) / C_o$$

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

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

Signature of Contractor

No. of Corrections

Signature of Engineer

Ci = The all India average wholesale price index for cement for the quarter under consideration published by Ministry of Industrial Government of India, New Delhi.

Pc = Percentage of cement component of the work.

Adjustment for steel components:

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

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o$$

Vs = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for steel.

So = The all India average wholesale price index for steel (Bar & Rods) for the quarter preceding the date of opening of bids as published by Ministry of Industrial Development Government of India, New Delhi.

Si = The all India average wholesale price index for steel (Bar & Rods) for the quarter under consideration as published by Ministry of Industrial Development Government of India, New Delhi.

Ps = Percentage of steel component of the work.

Note: For the application of this clause, index (Bar & Rods) has been chosen to represent steel groups.

Adjustment of POL (Fuel & lubricants) Components.

(iii) Price adjustment for increase or decrease in the cost of POL (Fuel & Lubricants) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

Vf = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel & lubricants.

Fo = The average official retails price of high speed diesel (HSD) at the existing consumer pump of IOC on the days prior to the date of opening of bids.

Fi = The average official retails price of high speed diesel (HSD) at the existing consumer pump of IOC on the 15th day of the middle calendar month of the quarter under consideration.

Signature of Contractor

No. of Corrections

Signature of Engineer

Pf = Percentage of fuel & lubricants components of work.

Note: For the application of this clause, the price of high speed diesel oil has been chosen to represent fuel & lubricant groups.

Adjustment of Bitumen component

(iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$Vb = 0.85 \times Pb/100 \times R \times (Bi-Bo)/Bo$$

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

Bo = The average official retails price of bitumen at the LOC depot at Mathura on the day 30 days prior to the date of opening of bids.

Bi = The average official retails price of bitumen at the IOC depot at Mathura on the day 15th day of the middle calendar month of the quarter under consideration.

Pf = Percentage of bitumen components of work.

Adjustment for labour component

(iv) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$VL = 0.85 \times PI/ 100 \times R \times (Li-Lo)/ Lo$$

VL = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour.

Lo = The average consumer price index for industrial workers for Chandigarh centre for the quarter preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

Li = The average consumer price index for industrial workers for Chandigarh centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

PI = Percentage of labour component of the work.

Signature of Contractor

No. of Corrections

Signature of Engineer

Adjustment for Plant and Machinery spares component

- (v) Price adjustment for increase or decrease in the cost Plant and Machinery spares procured by contractor shall be paid in accordance with the following formula:

$$V_p = 0.85XP_p/100XR_X (P_i - P_o) P_o$$

V_p= Increase or decrease in the cost of work during the quarter under consideration due to charges in the rates for plant & machinery spares.

P_o= The all India average wholesale price index for heavy machinery and parts for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

P_i= The all India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by the Ministry of Industrial Development, New Delhi.

P_p= Percentage of plant and machinery spares component of all the work.

Note: For the application of this clause, Index of heavy machinery and parts has been chosen to represent the plant and machinery spares group.

Adjustment for Local Material

- (vi) Price adjustment for increase or decrease in the cost Local Material other than cement, steel, bitumen and POL procured by contractor shall be paid in accordance with the following formula:

$$V_m = 0.85XP_m/100XR_X (M_i - M_o)/M_o$$

V_m= Increase or decrease in the cost of work during the quarter under consideration due to charges in the rates for local material other than cement, steel, bitumen and POL.

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

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

Signature of Contractor

No. of Corrections

Signature of Engineer

Pm= Percentage of local material component (other than cement, steel, bitumen and POL) of all the work.

Percentage of various items of particular work shall be decided by the authority Competent to sanction the estimate in consultation with engineer-in-charge before calling of tenders and these will be filled in against item as under:-

Cement Pc	.....
Steel Ps	.....
Labour Pl	.....
Bitumen Pb	.....
POL Pf	.....
Plant & Machinery spares Pp	.....
local_Material Pm	.....

Total	100%
-------	------

26. Mobilization Advance, Machinery Advance and Secured Advance [CI 48 of COC]

Advances:

Sr. No.	Name of Advance	Amount (in Rs.)	Conditions to be fulfilled
1.	Mobilization	5% of the contract price	On submission of un conditional Bank Guarantee (to be drawn before end of 20% of contract period).
2.	Secured advance for non-perishable materials brought to site.	75% of Invoice value or market value-lower of the two.	a) The material are in accordance with the specification for works. b) Such material have been delivered to site and are properly stored and protected against damage to satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks. c) The Contractor's records of the requirements, orders, receipts and use of materials are kept in and such records shall be available for inspection by the Engineer. d) The Contactor has submitted with his monthly statement the estimated value of the materials on site with such documents as may be for purpose for

Signature of Contractor

No. of Corrections

Signature of Engineer

			<p>valuation of the material and providing evidence of ownership and payment thereof.</p> <p>e) Ownership of such materials shall deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Engineer</p>
3	Machinery Advance	Maximum 5% of the contract price	<p>For works costing more than Rs.10.00 crores, or such limit as may be prescribed by the Government from time to time, another interest bearing machinery advance to a maximum of 5% of the contract price, depending on merits of the case, can be given with the approval of the Competent Authority against the new key construction equipment brought to the site, if a written request is made by the contractor.</p> <p>The advance shall be paid only upon the contractor furnishing (i) an affidavit that the machinery in question is free of any charge or hypothecation with any bank or financial institution: (ii) unconditional and irrecoverable bank guarantee(s) (iii) satisfactory proof of purchase/payment of the machinery, and (iv) a written undertaking that the equipment so purchased by him is required for use on the work in question, is fully serviceable shall work only on that job and shall not be removed from the site without obtaining written approval of the Engineer-In-Charge. The recovery of machinery advance and the interest to be charged thereon shall be as per tender document. Interest @Prime Lending Rate (PLR) of SBI prevalent at the time of tender per annum shall be charged against the machinery advance given to he contractor.</p> <p>The recovery of the machinery advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of machinery advance alongwith</p>

Signature of Contractor

No. of Corrections

Signature of Engineer

			interest within 80% of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full machinery advance, including interest thereon.
4	Bank Guarantee		<p>The bank guarantee shall be unconditional, requiring the bank to pay the beneficiary the sum specified in the guarantee on the first demand and without demur, and without reference to the party on whose behalf it has been issued, notwithstanding any dispute or disagreement that might have arisen between the employer and the contractor. The form of bank guarantee shall be prescribed by the department.</p> <p>It shall be the duty of the Engineer-In-Charge to obtain independent confirmation about the genuineness of the bank guarantees directly from the bank issuing them. Further, he shall keep them in safe custody and hand them over to his successor when a change of charge takes place. Details of bank guarantees shall be entered into a register which shall be reviewed every month to ensure timely action in respect of renewal of any guarantee, if required, before it expires.</p>

(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions)

27. Repayment of advance payment for mobilization and equipment: [CI 48 of COC]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 20 per cent of the contract or 6 (Six) months from the date of payment of first installment on advance, whichever period concludes earlier, shall be made at such rate from all Interim Payment Certificate that the loan and interest thereon shall be completely repaid prior to the expiry of the original time for completion.

29. Repayment of secured advance: [CI 49 of COC]

The advance shall be repaid from each succeeding monthly payments to the extent material for which advance was previously paid have been incorporated into the works.

Signature of Contractor

No. of Corrections

Signature of Engineer

FORM OF BANK GUARANTEE FOR BID SECURITY

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

KNOW ALL PEOPLE by these presents that We.....[name of bank] of.....[name of place] having our registered office at..... (hereinafter called “the bank”) are bound unto Executive Engineer[name of Engineer] (hereinafter called “the Engineer”) in the sum of.....(A) for which payment well and truly to be made to the said Engineer, the bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this.....day of.....20....

THE CONDITIONS of this obligation are:

- (1) If after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Engineer during the period of Bid Validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the instructions, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with instructions.
 - (c) does not accept the correction of the Bid Price pursuant to Clause-24 ITB

Signature of Contractor

No. of Corrections

Signature of Engineer

- (e) where it is discovered at any stage before and even during the currency of work, if allotted to the Contractor, that he has made misleading or false statements in order to get the work allotted.

We undertake to pay to the Engineer the above amount upon receipt of his first written demand, without the Engineer having to substantiate his demand, and without cavil or argument, without his needing to prove or to show grounds or reasons for his demand for the sum specified.

We hereby waive the necessity of the Engineer demanding the said debt from the Contractor before presenting us with the demand, provided that the Engineer will note that the amount claimed by him is due to the occurrence of any one or more conditions, specified above.

This Guarantee will remain in force upto and including the date.....(B) days after the deadline for submission of Bids as such deadline is stated in the instructions or as it may be extended by the Engineer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK

WITNESS.....

SEAL.....

[Signature, name and address]

- (A) The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Column 4 of the table shown in the detailed notice inviting tenders.
- (B)Days after the end of validity period of the Bid. No. of Days/Date should be inserted by the Engineer, before issue.

Signature of Contractor

No. of Corrections

Signature of Engineer

FORM OF PERFORMANCE BANK GUARANTEE

To:

The Executive Engineer,Division [Name of the Engineer]
.....[Address of the Engineer]

Whereas.....[name and address of the Contractor](hereinafter 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 recognised scheduled bank for the sum specified therein as security for compliance
with his obligations 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 Rs..... [amount of Guarantee] Rupees
..... [in words] (1), such sum being 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 Rs..... [amount of guarantee] (1) 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 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 Modifications.

This guarantee shall be valid until the date of issue of the Defects Correction Certificate.

Signature and seal of the guarantor.....
Name of Bank
Address
Date.....

(1). An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified
in the Contract including additional security for unbalanced bids, if any and denominated in Indian
rupees.

Signature of Contractor

No. of Corrections

Signature of Engineer

BILL OF QUANTITIES (B.O.Q.)

TENDER ON AGREEMENT BASIS

Name of Division :

Name of Work :

Sr. No.	Description	Unit	Qty	Rate in Figure	Rate in Words	Amount
Contract Price.....						

Signature of Contractor

No. of Corrections

Signature of Engineer