



BIDDING DOCUMENT

Improvement of Infrastructure in Municipal Corporation, Bathinda (Street Light Works)

**GOVERNMENT OF PUNJAB
MUNICIPAL CORPORATION
BATHINDA**

LIST OF IMPORTANT DATES

Website : www.etender.punjabgovt.gov.in

List of Important Dates of Submission of Online Bids :-

- | | | | |
|-----|---|-------|---|
| 1. | Name of Work | : | Improvement of Infrastructure in
Municipal Corporation, Bathinda (Street
Light works) |
| 2. | Completion Period | : | 6 Months |
| 3. | Mode of submission of Tender | : | To be submitted on-line at
www.etender.punjabgovt.gov.in |
| 4. | Period & Time for download of
Bidding Documents from
E-procurement portal | From: | Date 05 Month 02 Year2016
Time...11 00 Hrs |
| | | To: | Date 26 Month02 Year2016
Time 17 00 hrs |
| 5. | Time, Date & Place of Pre-Bid
Meeting | : | Date 29 Month02 Year2016
Time 15 00 hrs
Place Municipal Corporation, Bathinda |
| 6. | Time & Date of online submission
of Bids | From: | Date 02 Month 03 Year2016
Time 09 00 hrs. |
| | | To: | Date 02 Month 03 Year 2016
Time 15 00 hrs. |
| 7. | Time & Date of opening of online
Technical Bids | : | Date 02 Month 03 Year 2016.
Time 16 00 hrs |
| 8. | Time & Date of opening of online
Financial Bids | : | Date 03 Month 03Year 2016
Time15 00 Hours |
| 9. | Place of opening of online Bids | : | Address o/o Commissioner, Municipal
Corporation, Bathinda |
| 10. | Last Date of Bid validity | : | Date 03 Month 07 Year 2016. |
| 11. | Officer Inviting Bids | : | Commissioner, Municipal Corporation,
Bathinda. |

**INVITATION FOR
BIDS (IFB)**

**GOVERNMENT OF PUNJAB
MUNICIPAL CORPORATION, BATHINDA**

NOTICE INVITING ON-LINE BIDS

Bid No.: 358

Date: 5/2/2016

1. Corporation Engineer, municipal Corporation, Bathinda on behalf of the Commissioner, Municipal Corporation, Bathinda invite bids from eligible bidders for the Project/Work(s) detailed in the following table. The bidders may submit bids for any or all of the following Project/Work(s) :

Sr. No.	Name of Project/Work(s)	Bid Security/ Earnest Money (Rs.)	Cost of document/ Tender Fee (Rs.)	Period of completion	Approx. Value of the Project/ Work (Rs.)
1	2	3	4	5	6
1.	Development of Infrastructure in Municipal Corporation, Bathinda (Street Light works)	4,26,000/-	5000/-	6 Months	213.01 Lac

2. **Important dates are as under :**

- i) Period of availability of Tender on-line shall be : From 05/02/2016 to 26/02/2016 upto 5.00 PM
- ii) Last date & time for on-line : **02/03/2016** upto 03 00 PM
submission of bids shall be
- iii) Date & time of opening of Technical Bid : 02/03/2016 upto 04 00 PM

**For detailed terms and conditions refer to web site <http://etender.punjabgovt.gov.in> and mcbathinda.com*

Signature of Executive Engineer

Note: - For Publication in Newspapers

GOVERNMENT OF PUNJAB Municipal Corporation Bathinda

NOTICE INVITING ON-LINE BIDS

Bid No.: 358

Date: 5/2/2016

1. On behalf of the Commissioner, Municipal Corporation, Bathinda, Executive Engineer, Municipal Corporation, Bathinda, invites bids from eligible bidders for the Project/Work(s) detailed in the following table. The bidders may submit bids for any or all of the following Project/Work(s) :

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1	2	3	4	5	6
1.	Development of Infrastructure in Municipal Corporation, Bathinda (Street Light Works)	4,26,000/-	5000/-	6 Months	213.01 Lac

2. **Important dates are as under :**

- i) The Period of availability of Tender on-line shall be from : From 05/02/2016 to 26/02/2016 upto 05 00 PM
- ii) The last date & time for on-line submission of bids shall be : 02/03/2016 upto 03 00 PM
- iii) Date & time of opening of Technical Bid : 02/03/2016 at 04 00 PM

3. The Bidding Documents can be down loaded from website: www.etender.punjabgovt.gov.in. The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be debarred for a period of 6 months.
4. The bidders should have the necessary Portal enrolment with his/her own Digital Signature Certificate (DSC).
5. The bidders should keep checking the website for any **addenda/corrigenda** to the notice/bidding documents till the date of on-line submission of bids, and the bidder should incorporate the same in his bid documents.
6. The cost of the bidding documents (non-refundable) should be reimbursed in the form of a Demand Draft drawn in favour of Commissioner, Municipal Corporation, Bathinda payable at Bathinda.
7. Bid(s) must be accompanied by Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) in the table above payable at Bathinda and drawn in favour of the Commissioner, Municipal Corporation, Bathinda. Bid Security/EMD will have to be in the form of Deposit at Call or as specified in the bidding document, and shall have to be valid for 45 days beyond the validity of the bid.
8. The original Demand Draft/Deposit at Call for earnest money deposit and cost of tender documents

should be deposited with the concerned Executive Engineer before the opening of the Technical Bid as given in the table above. The scanned copies of the same should be attached in Technical Bid as prescribed in the Standard Bidding Document (SBD), failing which the bidder shall be disqualified. If the bidder fails to deposit the original DD/Deposit at Call for earnest money deposit and cost of tender documents with the concerned Executive Engineer before the opening of the Technical Bid, the bidder shall be disqualified and debarred for a period of six (6) months for submitting bids for works in the local Govt., Punjab.

9. Bid(s) must be submitted online through an e-portal **www.etender.punjabgovt.gov.in** before the time specified in the table above (as per server clock). The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc. for online bids.
10. Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the bill of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website **www.etender.punjabgovt.gov.in** and scanned copies of the required documents and information (Formats & Annexure) should be attached in the Technical Bid as prescribed in the Tender Document.
11. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post/E-mail/courier.
12. Tender Document is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the Tender Document. The bidders who disagree on the conditions of Tender Document, cannot participate in the tender.
13. Technical Bids will be opened on-line on the day & time as specified in the above table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
14. Bid(s) once submitted online cannot be resubmitted or withdrawn.
15. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
16. The undersigned has the right to accept or reject any or all bids without assigning any reason.

Signature of Executive Engineer

**INSTRUCTIONS TO
BIDDERS (ITB)**

Instructions to Bidders

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GENERAL INSTRUCTIONS

1. SCOPE OF BID

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

2. AUTHORITY & SOURCE OF FUNDS

The Commissioner, Municipal Corporation, Bathinda, is mandated to undertake such works under the Rules of Business, Government of Punjab. The expenditure on the Project/Work(s) will be met from the funds to be released by the Government of Punjab.

3. ELIGIBLE BIDDERS

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

4. QUALIFICATION OF THE BIDDER

All bidders shall provide Forms of the Bid and Qualifications information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology shall include programme of construction backed with equipment planning and deployment duly supported with quality assurance procedures proposed to be adopted justifying their capability of execution and completion of works as per technical specifications, within stipulated period of completion.

A. For Works upto Rs. 5.00 Crores :

- (a) Copy of the valid enlistment with Punjab PWD B&R Branch under appropriate Class and Category of work;

5. ONE BID PER BIDDER

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

6. COST & SUFFICIENCY OF BIDDING

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
- 6.2 The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid information for the works and of the rates and prices given in the relevant Schedule or quoted by him, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

7. SITE VISIT

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

8. AMENDMENT OF BIDDING DOCUMENTS

- 8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda/corrigenda.
- 8.2 Any addendum/corrigendum thus issued shall be a part of the bidding documents and shall be uploaded on the website as a corrigendum.
- 8.3 To give prospective bidders reasonable time to take an addendum/corrigendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids.

PREPARATION OF BIDS

9 LANGUAGE OF THE BID

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

10 DOCUMENTS COMPRISING THE BID

The bid to be submitted on-line by the bidder. The Bid document shall comprise scanned copies of the following in two separate parts:

Part I : Technical Bid –

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

Envelope I (b)

- (i) Qualification Information and supporting documents .
- (ii) Certificates, undertakings, affidavit/undertakings.
- (iii) Undertaking that the bid shall remain valid for the period as specified

Part II : Financial Bid

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

- (i) Financial Bid (percentage rate at par, below or above the estimated cost/item wise rates/one fixed sum) written both in figures and words in the prescribed Form of Bid as specified.

11 BID PRICES

- 11.1 **Overall less or above in percentage chargeable over total estimate price shall be quoted. This rate shall be payable for each item.** The contract shall be for the whole Project/Work based on the Bill of Quantities.
- 11.2 All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 11.3 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

12. CURRENCIES OF BID AND PAYMENT

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

13 BID VALIDITY

Bids shall remain valid for a period 120 days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Engineer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking and the Form of Bid submitted by the bidder, the period mentioned in the undertaking shall be considered as bid validity period of the bid by the bidder.

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

14 BID SECURITY (EARNEST MONEY)

The bidder shall furnish, as part of his Bid, a Bid Security (Earnest Money) **as specified in tender document**, in original form and, in the amount and currency **specified in the tender document**. This Bid Security shall be in one of the following forms:

Deposit at-call receipt from any scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.

Fixed Deposit Receipt, issued by any Scheduled Indian Bank or foreign Bank approved by the Reserve Bank of India, duly pledged on its back in favour of the Engineer calling the bids.

Indian Post Office/ National Savings Certificate duly endorsed by the competent postal authority in India.

any other form **as specified in the tender documents.**

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 16.1 above shall be rejected by the Engineer as non-responsive.

The Bid Security of unsuccessful bidder will be returned within 28 days of the end of the bid validity period.

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

The Bid Security may be forfeited.

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

15 ALTERNATIVE PROPOSALS BY BIDDERS

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

16 FORMAT AND SIGNING OF BID

The bidder shall submit the bid online comprising of documents as specified

SUBMISSION OF BIDS

17 SUBMISSION SEALING AND MARKING OF BIDS

The Bidder shall place two separate digitally signed files marked “Technical Bid (Envelope-I)” and “Financial Bid (Envelope-II)”

The contents of Technical and Financial Bids will be as specified. All documents are to be signed digitally by the bidders.

18 DEADLINE FOR SUBMISSION OF THE BIDS

- a. Complete Bids (including Technical and Financial) shall be received by Engineer online not later than the date and time **indicated in the tender documents**. In the event of the specified date for the submission of bids declared a holiday for the Engineer, the Bids will be received upto the appointed time on the next working day.
- b. 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 bidders previously subject to the original deadline will then be subject to the new deadline.

19 LATE BIDS

The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

BID OPENING AND EVALUATION

20 BID OPENING

- a. The Engineer shall open the bids online and the same shall be evaluated by Tender Processing Committee (TPC)/Engineer **as specified in the tender document**. The bids shall be opened in the presence of the Bidders or their representatives who choose to attend at time, date and the place **specified in the tender document**. In the event of the specified date of Bid opening being declared a holiday for the Engineer, the Bids will be opened at the appointed time and location on the next working day.
- 20.1 The Part-I containing Qualification Information/“Technical Bid” shall be opened first. The amount, form and validity of the Bid Security furnished with each bid will be announced. If the Bid Security furnished does not conform to the amount and validity period as specified in the Invitation for Bid or is incomplete, the remaining bid documents will not be opened and the bid will be rejected.
- 20.2
- (i) The bids accompanied with valid tender fee and bid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part 1 of the bid subject to confirmation of the tender fee/bid security by the issuing Bank, if such confirmation is considered desirable by the TPC/Engineer.
 - ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary with respect to any rectifiable defects.
 - iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.
 - iv) On receipt of these clarifications, the Tender Processing Committee/Engineer will finalize the list of responsive bidders whose financial bids are eligible for consideration.
 - v) Evaluation of the technical bids with respect to tender fee/bid security, qualification information and other information furnished in Part I of the bid in shall be taken up and completed within 21 **(Twenty One) working days** of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

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

20.3 At the time of opening of “Financial Bid”, the names of the bidders who were found responsive will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discounts, and such other details as the Engineer may consider appropriate, will be announced by the Engineer at the time of opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.

20.4 The Engineer shall prepare minutes of the opening of the Financial Bid, including the information disclosed to those present.

21 PROCESS TO BE CONFIDENTIAL

- a. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Engineer’s processing the Bids, or award decisions may result in the rejection of his bid.

22 CLARIFICATION OF FINANCIAL BIDS

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 breakdown of unit rates. The request for clarification and the response shall be in writing or by post/facsimile/e-mail.

22.2 No Bidder shall contact the Engineer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

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

23 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- a. During the detailed evaluation of Qualification Information/“Technical Bids”, the Engineer will determine whether each Bid (a) meets the eligibility criteria defined in (b) documents has been properly signed; (c) is accompanied by the required securities and; (d) is substantially and unconditionally responsive to all the requirements of the Bidding documents. During the detailed evaluation of the “Financial Bid” the responsiveness of the bids will be further determined with respect to the remaining bid conditions.
- b. 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 :
 - i. which affects in any substantial way the scope, quality, or performance of the Works;
 - ii. which limits in any substantial way, inconsistent with the Bidding documents, the Engineer’s right or the Bidder’s obligations under the Contract; or
- c.

- iii. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- d. If a “Financial Bid” is not substantially responsive, it will be rejected by the Engineer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

24 EVALUATION AND COMPARISON OF FINANCIAL BIDS

- 24.1 The Engineer will evaluate and compare only the Bids determined to be substantially responsive with.
- 24.2 The Engineer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Engineer shall not be taken into account in Bid evaluation.
- 24.3 The estimated effect of the price adjustment condition under the **General conditions of contract**, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 24.4 If the Bid of the successful Bidder is seriously unbalanced by more than or less than 25% in relation to the Engineer’s estimate of the cost of work to be performed under the contract, the Engineer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Engineer may require that the amount of the performance security set forth in tender document be increased at the expense of the successful Bidder to a level sufficient to protect the Engineer against financial loss in the event of default of the successful Bidder under the Contract.

AWARD OF CONTRACT

25 AWARD CRITERIA

The competent authority will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price.

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

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

27. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 27.1 The Bidder whose bid has been accepted by the competent authority will be notified of the award by the Engineer prior to expiration of the Bid validity period by facsimile or e-mail confirmed by registered letter. This letter (hereinafter and in the **Conditions of Contract** called the “Letter of Acceptance”) will state the sum that will be paid to the

Contractor in consideration of the execution, completion, and maintenance of the Project/Works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 27.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of tender document
- 27.3 The agreement will incorporate all relevant correspondence between the Engineer and the successful Bidder. It will be signed within 28 days following the notification of award along with the Letter of Acceptance.
- 27.4 Upon the furnishing by the successful Bidder of the Performance Security, the Engineer will promptly notify the other Bidders that their Bids have been unsuccessful.

28. PERFORMANCE SECURITY

The bidder/Contractor shall have to furnish a Bank Guarantee for an appropriate amount but not less than 10% of the Contract Value valid for the entire guarantee period as Performance Security (PS). This bank guarantee shall be released after satisfactory completion of the guarantee period. Standard Form of PS provided under Annexure "B" in this document.

29 CORRUPT OR FRAUDULENT PRACTICES

- 29.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract with Punjab govt.

For the purpose of this Clause,

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

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

Sub: Specifications along with Terms & conditions for LED Street light work.

1. Eligibility criteria: Participant having following minimum eligibility criteria would be eligible to participate in the tender.

- (a) Since LED are new technology items, Selection of right type of LED system is very important, the Bidder should be indigenous Manufacturer (or their authorized representative for the tender/”contractor”) of LED street light & high mast light fixtures and other energy efficient lights; for the quoted items and should have adequate facilities for testing of the complete system.
- (b) Manufacturers Authorization: In case the “bidder firm/tenderer/Contractor” offers to supply “LED Street Light Luminaries”, which are manufactured by some other firm, the tenderer shall be duly authorized by the manufacturer of the stated material to quote for and supply the same to ULB. The tenderer shall submit the manufacturer’s authorization letter to this effect as per the standard format provided under Annexure “A” in this document.
- (c) Contractor/bidder authorized by Manufacturer should have completed the similar nature of work* such as providing and fixing of LED based street lighting system/HPSV street light in Government department/municipalities/PSUs/Boards/Cor-porations during the last 5 years with following conditions:
- (i) Three works each costing not less than 40% of the estimated tender cost.
OR
- (ii) Two works each costing not less than 50% of the estimated tender cost.
OR
- (iii) One works each costing not less than 80% of the estimated tender cost.
- (d) Contractor/bidder must have a valid electrical contractor license issued by Electrical Licensing Board, Punjab/any other State.
- (e) The bidder should not have been debarred from supply of quoted items/ systems from any of the Central/State Govt Department/Board/Corporation/ Municipalities. Bidder shall submit a certificate to this effect with the Technical Part of the Bid.

*Similar nature of Works Means: Experience in doing “Supply, installation and commissioning of lighting fixtures such as Street light, High Mast and Industrial Area lighting.”

2. Technical Specifications for LED light luminaries.

2.1. Applicable Standards (BIS/IS): The LED Luminaires should fully conform to following specification:

Sl. No.	Code No.	Title
(a)	BIS10322 (Part 1)	Luminaires- General Requirements.
(b)	BIS10322 (Part 5/ Section 3)	Safety requirements, performance requirements.
(c)	BIS 16101-2012	General Lighting – LED – LED modules – Terms and definitions.
(d)	BIS 16103	LED Modules for General Lighting - Safety Requirements.

	(Part 1)-2012	
(e)	BIS 16103 (Part 2)-2012	LED Modules for General Lighting- Performance Requirements.
(f)	BIS 16104-2012	DC or AC Supplied Electronic Control gear for LED Modules- Performance requirements
(g)	BIS 16105-2012	Method of measurement of Lumen maintenance of Solid State Light (LED) sources.
(h)	BIS 16106-2012	Method of electrical and photometric measurements of Solid State Lighting (LED) product.
(i)	BIS 16107 (Part 1)-2012	Luminaire Performance- General Requirements.
(j)	BIS 16107 (Part 2)-2012	Luminaire Performance- Particular Requirements- Section 1 LED Luminaires.
(k)	BIS 16108-2012	Photo biological Safety of Lamps and Lamp System.
(l)	LM-79	Approved method for electrical & Photometric measurements of solid state lighting products (LED).
(m)	LM-80	Approved method for measuring maintenance of LED light sources.
(n)	IEC 60598(60598-2-3)	Particular requirements-Luminaries for road and street lighting.
(o)	IEC 61347-1,-2-13	Particular requirement for D.C or A.C supplied electronic control gear for LED modules.

2.2. Technical Particulars for Luminaires.

S.No.	Parameter	Requirement
(a)	Luminaire configuration/ Technical Requirement	Pole Mounting Type, High power, heavy duty, outdoor type, integral with separate optical and control gear compartment. Driver should be easily replaceable in the field condition.
(b)	Housing / Body of fitting	High pressure single die cast aluminium LM6 housing with corrosion resistant polyester powder coating Or Extruded aluminum housing, designed to act as heat sink for efficient dissipation of heat.
(c)	Cover / glass	Fixture cover– Heat Resistance Toughened glass
(d)	Product qualities	The luminaire should be provided with graduation disc for precise aiming of the streetlight. The manufacturer emblem/ logo to be embossed into the housing. The luminaire shall be supplied with label, giving indication of serial number, model and system lumen pack, nominal CCT, Wattage of fitting, Date of Manufacture, and other labeling details as per IS.
(e)	Optical assembly	Structured LED array for optimized photometric distribution with photometric lenses designed to optimize application efficiency and minimal glare.
(f)	Protection – IP Optical Block	IP 66
(g)	Protection – IP Driver/Gear Box	IP 65 for outdoor
(h)	Impact Resistance	Greater than or equal to IK 05
(i)	Make of LED	CREE/ Osram/ Nichia/ Philips Lumileds
(j)	Lens	PMMA Lens should be provided for each LED on a lens plate.

(k)	Operating voltage	140-260 Volt
(l)	Frequency	50-60 Hz
(m)	Power factor	> 0.9
(n)	Fixture Ambient Temperature	35°C
(o)	Operating temperature	Range - 10°C to +50°C
(p)	LED junction temperature @ Tq max	< 95°C
(q)	Total Current Harmonic distortion	<20%
(r)	LED efficacy (lumen/watt)	Efficacy of LED should be greater than 100 lumens /watt.
(s)	LED Luminaire efficacy	The system lumen output LED Luminaire is equal to or greater than 80 Lumens/Watt supported with LM79 report.
(t)	Power efficiency / LED driver efficiency	More than 85 %
(u)	LED Drive Current	Not more than 85% of the rated current carrying capacity of LED
(v)	Driver specification	140-270 Volt universal electronic potted drivers with surge protection of 3 kV
(w)	Lumen Depreciation (LD) Performance at 50,000 hours	L 70 using TM 21 report
(x)	CRI	> 70
(y)	Correlated Color Temperature (CCT)	CCT shall be nominal 5700 K (with variation limits of ± 355K) per ANSI C78.377A CCT standard
A	Working Lifetime	> 50000 hrs.
B	Warranty for LED luminaires i/c Electronic driver	Five year
C	Design Documents	The fixtures are to be installed on the road from _____ to _____ MC limit dual/ Single carriageway with ----- wide road. The Fixtures to be mounted on the Octagonal/ steel Tubular poles of _____ M height with _____ m bracket. The firm shall supply complete design data along with technical bid to achieve an average lux level of _____ lux with a uniformity of not less than 50%. (Lux level should be calculated/mentioned as per IS:1944(part 1 & 2)—1970 & according to type of road.)
D	Approved Fixture Make	Philips/Polycab/Crompton/Wipro/GE/Havells/Osram /Bajaj /Surya/

3. Testing of LED Luminaires: The following test reports of LED light fixtures should be submitted by successful bidder/contractor before actual installation. The tests should be carried out as per relevant IS specification for the LED luminaires & shall be acceptable from third party laboratory (NABL accredited). In house laboratory test report irrespective of NABL accreditation will not be acceptable. NABL accreditation of laboratory should be for Photometric, electrical safety and electronics testing.

- a) Visual Examination (for physical dimensions confirmation as per GA Drawing,
- b) Model no., wattage etc.)
- c) Insulation resistance and electric strength.
- d) Resistance to dust and moisture
- e) Photometric test.
- f) Endurance test.
- g) Humidity test.
- h) Drop test.
- i) Vibration test.
- j) Electrical parameters test (namely input power, input current, PF, THD, output power, output current and output voltage).
- k) Surge test.
- l) High voltage and Low voltage test.
- m) Scratch test to be performed on 1 piece/lot

4. Along with the supplies of LED luminaries the following additional documents shall be furnished:

- a) The LM 79 test report document of LED luminaire not more than 1 year old from date of issue of order for the work. The LM 79 report may be from laboratories recognized by Govt. of India, Ministry of Science & Technology as R&D Centre or any NABL accredited Lab.
- b) LM 80 test report from renowned/approved Laboratory with a prediction/extrapolation as per TM-21 document of LED source/chip specifying all relevant detail like LED source/chip life (in burning hours), efficacy & binning detail as per satisfaction of department.
- c) The Luminaires with accessories shall be enclosed in polythene sheet cover before packing. The packing cases shall be of wooden and will be provided with small punched opening at required place so that the sticker pasted by inspecting officer may be seen without opening the packing case.

5. WARRANTEE

- (a) The bidder/Contractor shall stand guarantee for full replacement of the luminary due to any failure in 5 years, from the date of purchase. Failures shall include failure/ deterioration of LED lamps in terms of performance like guaranteed luminous efficiency, high junction temperature, and abnormal lamp lumen depreciation, deterioration in LED Luminaire including its lens, driver unit and quality of light. The bidder/Contractor shall replace the entire LED module/ array of the defective luminaire with new module /array free of cost immediately.
- (b) In the event of single LED source getting defective, the entire array/ module shall be replaced by the bidder/Contractor and the replaced part shall stand guaranteed for a further period of 5 years from the date of replacement.
- (c) The vendor shall stand guarantee against lumen depreciation beyond 30%. Bidder/Contractor shall ensure that LED module/ array shall deliver at least 70% of initial lumens, when installed for a minimum of 50,000 hours, failing which Bidder/Contractor shall carry out necessary rectification free of cost to the entire satisfaction of ULB.

1. Performance Security: The bidder/Contractor shall have to furnish a Bank Guarantee for an appropriate amount but not less than 10% of the Contract Value valid for the entire guarantee period as Performance Security (PS). This bank guarantee shall be released after satisfactory completion of the guarantee period. Standard Form of PS provided under Annexure “B” in this document

2. Inspection of the material to be supplied against work order.

The firms should carry out the complete job along with sample proto type fittings in five consecutive poles (for demonstration) of LED street light fixtures to prove the suitability of the fittings matching with the requirement in regards to lux level & quality of illumination and provide professional, objective & impartial advice and at all times hold the client’s interests paramount. Commissioner MC/EO MC Bathinda or team constituted by his/ her shall also carry out the inspection of the installations at site at the time of said demonstration to ensure that quality & quantity of the project is as per the work order. Firm shall request to the MC Bathinda in written for the above said inspection. Material shall only be erected after the approval of the MC Bathinda or team constituted by her/him. The supplier shall provide without any extra charge, all materials, tools, testing equipment, labour and assistance of every kind that the inspecting officer may consider necessary for any test or examination that he may require to be made on the supplier premises. MC Bathinda can also get the systems tested from any Govt. approved test centre/ laboratory and the expenses shall be borne by the supplier. Rejected material (if any) will have to be replaced by the supplier at his cost within a week time. In case the material offered for inspection fails to meet the specifications stipulated in NIT /Order /Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the order value. In case the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of EMD, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection will be provided to the supplier firm. In case of LED street lighting fixtures, the firm will emboss or engrave the words ‘MC Bathinda’ so as to minimize any possible malpractices.

3. Special Conditions of Tender will be as under::

a. A technical bid must supplied with:

(i) Design requirement as per Tender-(Ref. Sr. No C of Technical Particulars of Luminaires.)

(ii) Sample/Samples must be submitted with technical bid used in design.

(iii) Detail Specification of the sample used in design.

(b) Technical bid without any of the above i.e. design, sample and detail Specification of the fixture will be straight way rejected.

(c) The financial bid will be opened only for the successful technical qualified bidders/contractors.

MANUFACTURER AUTHORISATION FORM

TO

(Name & address of ULB)

Dear Sir/Madam

Ref: Your Tender document No-----dated-----.

1. We -----,who are proven and reputable Manufacturer of LED street lights having factories at ----- hereby authorized Messrs------(Name and address of contractor/bidder) to submit a tender process the same further and enter into the contract with you against your requirement as contained in the above tender enquiry documents for the above goods manufactured by us.

2. We further confirm that no supplier or firm or individual other than Messrs------(Name and address of the above contractor/bidder) is authorized to submit the tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender enquiry documents for the above goods Manufactured by us.

3. We do hereby extend our full warranty, as applicable in the condition of the contract clause and reads with modification if any, offered for supply by the above firm against this tender document.

Yours faithfully,

{Signature with date, Name and designation for and on behalf of Messrs-----}

[Name and Address of Manufacturer]

NOTE: This letter of authorization should be on the letter head of the manufacturer firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

-----[insert: Bank's Name, and Address of issuing branch or office]

Beneficiary-----[insert: Name and address of ULB]

Date-----

PERFORMANCE GURANTEE NO.-----.

WHEREAS------(name and address of the supplier/contractor)(hereinafter called "the supplier/Contractor") has undertaken, in pursuance of contract no-----dated-----to supply(description of goods and services)(herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier/contractor, up to a total of -----(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier as defaulter under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change addition or modification.

We undertake to pay_____ [name of ULB] up the above amount upon receipt of its first written demand, without _____ [name of ULB] having to substantiate its demand.

This guarantee will remain in force for a period of 5 years for supply of (description of goods and services) [insert; date from -to- --] of this contract and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

(Name and designation of the officer)

(Seal, name & address of the bank and address of the branch)

Name and designation of the officer.

Seal, name & address of the Bank and address of the Branch.

Technical specification of LED Outdoor Lighting Fixtures.

Sr. No.	Parameters	Value
A	Electrical Parameters	
1	Input Operating Voltage	120 to 270 Volts
2	Input AC Frequency	AC 50Hz +1
3	Efficiency of Driver	More than 85% . the control gear should be complying with IEC 61347-2-13 IEC 62384 & IEC 6203 as per requirement. The driver should comply with CISPR-15 for limit and methods of measurement of radio disturbance characteristic. Current waveform should meet 16000-3-2. The driver should be constant current driver.
4	THD (Total Harmonic Distortion)	<20%
5	LED Driver Current	Max 750 mA
6	Efficacy of LED Fixture	More than 80 lumens / Watt
7	Working Humidity	10% to 90% RH
8	Surge Projection	4KV and above as per IEC 61000-4-5 level 4
9	Efficiency of LED lamp	More than 100 lumens / Watt
B	Optical Parameters	
1	LED ake	Philips Lumileds/ NICHIA/ Cree/ Osram
2	LED Life	Above 50,000 operating hours at 70% lumens
3	CRI (Color Rendering Index)	More than 70
C	Thermal Parameters	
1	Working Temperature	0°C to +50°C
2	Color Temperature	5000 K to 6500 K
3	Heal Sink	Pressure Die Cast
4	Junction Temperature	100°C
D	General Parameters	
1	Body of Fitting	Pressure Die Cast aluminium with company ligo engraved / embossed in the housing LM-6 Grade
2	Color Finish	RAL 9006 or close equivalent shade as per requirement of Engineer-in-Chief.
3	Ingress Protection	IP 66
4	Impact code	Min IK05 or More
5	Fitting Glass	Polycarbonate/ Toughened Glass
6	Depreciation life duly supported with relevant LM 79-80 reports from NABL / UL accredited laboratory	
7	The fitting should have low/high voltage miswiring overload and short circuit protection in built in the fixture itself.	
8	A warranty certificate of the unit should be submitted to the department before installation at site with 5 year replacement	

	warranty compulsory. The replaced unit should confirm to the to the minimum technical specification or original unit supplied.	
9	Technical Certificate by manufacturer that fitting supplied to the department are as per the specification duly signed by Local Area Manager / Branch Manager.	
10	Marking	
a	Manufacture's name/year of manufacture	
b	Rated voltage marked 'V' or Volts	
c	Rated voltage marked 'W' or watt	
d	Rated lumens	
e	Batch No / Serial No	

APPLICABLE STANDARDS:-

Sr. No	IS No./ International Standard No.	Specifications
1	IS 16101 2012 IS 16102 (Part 1) 2012 IS 16105 (Part 2) 2012	Safety Requirement and Performance Requirement Self-Ballasted LED Lamps General Lighting Service
2	IS 16105 2012	Method of Measurement of Lumen Maintenance of Solid State Light (LED) Source
3	IS 1585 (Part 1 & 2) 2012	Safety of Lamp Control Gear
4	IS 16104 2012	Performance Requirement for Electronic Control Gear for LED Modules.
5	IS 16106 2012	Method of Electrical and Photometric Measurements of Solid Stat Lighting (LED) Products
6	IS 16108 2012	Photo biological Safety of Lamps and Lamp System.
7	IEC 60598 (60598-2-3)	Particular requirements luminaries for Road and Street Lighting
8	LM-79	Approved method for electrical and Photometric measurement of solid state lighting products.
9	LM-80	Approved method for measuring maintenance of LED light source.
10	IEC 61347-1-2-13	Particular requirement for DC or AC supplied electronic control for LED modules.
11	IS 10322	Specifications for the luminaries.

Special Conditions for Tenders:-

1. A technical bid must be supplied with the:-
 - a) Design required as per tender.
 - b) Sample / Samples must be submitted with the technical bid used in the design.
 - c) Detailed specification of the samples/samples used in the design.

Technical bids without any of 1,2 and 3 above Sr. No. 1 (a), 1(b), 1(c) i.e. design sample and detailed specifications of the fixture will be straight.
- 2) A financial bid will be opened only of the successful technical qualified bidders.

Bid Data Sheet

ITB Clause Reference	Bid Data
	The Employer is : Commissioner, Municipal Corporation, Bathinda
	The name of the contract is : Improvement of Infrastructure in Municipal Corporation, Bathinda (Street Light works).

	The details of available bid capacity are required.
	The minimum turn over amount should be Rs 0.8 Crore.
	The “similar works” means the street light works such as Providing and Fixing LED based street light/HPSV Street lights.
	The minimum value of one similar work is Rs 1.60 Crore.
	The minimum value of two similar works (each) is Rs 1 Crore.
	The minimum value of three similar works (each) is Rs. 0.8 Crore
	The value of work may be enhanced at simple rate of 8% per annum.
	Minimum liquid assets and/or availability of credit facilities should be Rs. 1.6 Crore.
	The undertaking regarding available bid capacity is required/not required
	The value shall be updated at simple rate of 8% per annum.
	The Pre Bid Meeting will take place at following date, time and place : Date : 29/02/2016 Time: 15 00 hrs Place : o/o Commissioner, Municipal corporation, Bathinda

	<p>Address : Railway Mall Godown Road City: Bathinda State : Punjab Telephone No. :0164-2252811/12 Facsimile No. : 0164-2235246 E-mail address :cmcbathinda@gmail.com</p>
	The bid validity period is 120 days
	A Bid Security (Earnest Money) amounting to Rs.4,26, 000/ is required
	The bid should be submitted latest by 02/03/2016, 15 00 hrs (Date & Time)
	<p>The Technical Bid will be opened in the office of :</p> <p>Address : Executive Engineer, Municipal Corporation, Bathinda. Telephone No. : 97801-42200</p>
	<p>The Financial Bid shall be opened in the office of :</p> <p>Address : Executive Engineer Municipal Corporation, Bathinda. Telephone No. : 97801-42200</p>
	The Performance Security shall be in the name of Commissioner, Municipal Corporation, Bathinda

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

(Electrical Works)

Sr. No.	Personnel	Min. Qualification	Minimum No
1.	Site Engineer	BE (Electrical) or Diploma (Electrical) with atleast 2 years experience.--	1 No
2.	Work Supervisor	Graduate	2 Nos.

FORMAT
ANNUAL TURNOVER

Name of Applicant :

All individual firms and all partners of a joint venture are required to complete the information in this form. The information supplied shall be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed. Applicants should enclose testimonials (certified copies of annual reports/, certificates) in support of their claim.

ANNUAL TURNOVER DATA

(From Street Light Works only)

Sr. No.	Financial Year	Turnover (Rs.)
1.		
2.		
3.		

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

(Applicant/Bidder)

FORMAT

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

Name of Applicant :

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

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

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

FORMAT

SUMMARY SHEET

Current Contract commitments / works in progress

Name of the Applicant:

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

S. No.	Name of the contract, Location and Nature of the work	Contract No. & Date	Percentage and amount of participation of firm in the Project/Work	Percentage and amount sub-contracted by the firm	Name and Address of Client (including Tel./ Fax, e- mail no.)	Contract value (Rs.)	Length of the Project/Work	Stipulated date of completion	Value of outstanding work	Estimated completion date
1	2	3	4	5	6	7	8	9	10	11
1										
2										
3etc										

Total value of expected value of work to be carried out during completion period of this Project/Work=
Assessed available bid capacity (pursuant to clause 4.4 of ITB)

FORMAT

AFFIDAVIT/UNDERTAKING*

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

_____ (Signed by an Authorized Officer of the Firm)

Title of Officer _____

Name of Firm _____

Date _____

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

FORMAT

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s
..... would invest a minimum
cash upto Rs. lacs during implementation of the Contract.

(Signed by an Authorized Person of the Firm)

Title of Authorized Person

Name of Firm

Date

General Conditions of contract

1. LABOUR & COMPLIANCE WITH LABOUR REGULATIONS

- The Contractor shall unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.
- The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the number of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require
- During continuance of the contract, the Contractor and his sub-Contractors shall abide at all times by the all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any act or rules made there under, regulations, or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, on the part of the Contractor, the Engineer/Employer shall have the right to deduct this amount from any money due to 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.

2. EMPLOYER'S AND CONTRACTOR'S RISKS

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

b. **Employer's Risks**

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

c. **Contractor's Risks**

All risks of loss of or damage of physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks referred to in clause 11.2, are the responsibility of the Contractor.

3. LIMITATION OF LIABILITY

Neither party shall be liable to the other party in respect of any loss on any account whatsoever in relation to the work, towards any loss of estimated profit, loss of any other thing or for any direct or

indirect/consequential loss or damage, which might be suffered or has been suffered by the other party in connection with any event arising out of the contract except for those, which have been specifically provided for in the contract agreement.

4. **INSURANCE**

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

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

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.

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

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

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

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

- a. 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.

6. **ECOLOGICAL BALANCE**

- a. The Contractor shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape. The Contractor shall so conduct his construction operation as to prevent destruction, scarring or defacing of natural surroundings in the vicinity of work or damage to any tree, shrub or water course unless any of same is specifically required to be cleared or removed for construction purpose. Such removal shall only be done with prior approval of Engineer who may require the Contractor to do compensatory plantation at his cost.

No separate payment shall be made for compliance with provisions of this clause and all costs shall be deemed to have been included in the bid.

The Contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and should be acceptable to the authorities concerned.

7. **SITE INVESTIGATION REPORT**

The Contractor, in preparing the Bid, may rely, at his own risk, on any Site Investigation Report referred to in the **Contract Data**, supplemented by any other information available to him, before submitting the bid.

8. QUERIES ABOUT THE CONTRACT DATA

15.1 The Engineer will clarify queries on the **Contract Data**.

9. CONTRACTOR TO CONSTRUCT THE WORKS

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

10. APPROVAL BY THE ENGINEER

The Contractor shall submit Specifications and Drawings complete in all respects, supported by documents showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

The Contractor shall be responsible for design of Temporary Works.

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

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

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use. In case of dispute, if any, decision of the Chief Engineer will be final and binding.

11. SAFETY

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

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, the Employer shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor. The decision of the Engineer in this regard shall be final and no claim on account of this shall be entertained.

12. INSTRUCTIONS

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

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

13. DISPUTES RESOLUTION MECHANISM

- i) If any dispute or differences of any kind what-so-ever arise between the Government, its authorized representatives and the Contractor in connection with or arising out of this contract or the execution of work, these shall be resolved as under.
- ii) Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the Engineer of the work and he shall, within a period of sixty (60) 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 arbitration as hereinafter provided, be final and binding upon the Contractor. In case the work is already in process, the Contractor shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- iii) If the Engineer has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
- iv) If the Engineer fails to convey his decision within a period of sixty (60) days from the date on which the said request was made by the Contractor, he may refer the dispute for arbitration as hereinafter provided.
- v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration as per following :
 - a. NA
 - b. NA
 - c. For original contracts of the value more than Rs. 15.00 Crore, the disputes shall be referred to the Arbitral Tribunal consisting of three (3) members. The composition of tribunal will be as under :

- One official member, Chairman of the Tribunal, who shall be a serving Chief Engineer of Local Govt., Punjab. The appointment of the chairmanship of the Tribunal shall be done by the Employer;
 - One official member, not below the rank of Superintending Engineer (serving) of the Local Govt., Punjab to be appointed by the Employer and
 - One non-official member, who will be a technical expert, not below the rank of Superintending Engineer (serving/retired) of the Local Govt., Punjab selected by the Contractor from a panel of three (3) persons given to him by the Employer.
- vi) The Employer shall have the authority to change the arbitrator/any member of arbitral tribunal on an application by either the Contractor or the Engineer requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator/any member of Arbitral Tribunal is filed before the Employer and a notice thereof is given by the applicant to the Arbitrator. The Employer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the arbitrator or simultaneously, appointing a technical officer as Arbitrator/any member of arbitral tribunal under the contract. The new Arbitrator/Arbitral Tribunal so appointed may enter upon the reference afresh or may continue the hearings from the point these were suspended before the previous Arbitrator/Arbitral Tribunal.
- vii) The reference to the Arbitrator/Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator/Arbitral Tribunal shall be made within six calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer (whose decision in this respect shall be final and binding) whichever is earlier.
- viii) It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based upon facts and calculations stating the amount claimed under each claim and shall furnish a “deposit-at-call” for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator/chairman of the Arbitral Tribunal, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- ix) The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- x) The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.
- xi) The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- xii) The venue of arbitration shall be such place or places in Punjab or Chandigarh as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party’s default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.

- xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:-
 - a) of the date of completion of the work as certified by the Engineer or
 - b) of the date of abandonment of the work or breach of contract under any of its clauses, or
 - c) of its non-commencement or non resumption of work within 10 days of written notice for commencement or resumption as applicable, or
 - d) of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the contract, or
 - e) of receiving an intimation from the Engineer that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- xv) No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the contract. The pending arbitration proceedings shall not disentitle the Engineer to terminate the contract and to make alternate arrangement for completion of the works.
- xvi) Arbitrator/Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of 6 months from the date of initiation.
- xvii) The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

14. EXTENSION OF THE INTENDED COMPLETION DATE

- a. If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer (with corresponding time extension in Performance Security) within thirty (30) days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extent in as aforesaid” and the Superintending Engineer shall if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time as may in his opinion be necessary or proper. No application for extension of time received late or addressed to the Sub-Divisional Engineer or any officer other than the Engineer shall be considered valid. If the contractor fails to apply for extension as aforesaid and the work is not completed within the time limit, the contract shall be determined absolutely after action under relevant clauses.

C. QUALITY CONTROL

15. QUALITY ASPECTS

- a) For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum of equipment as specified in the Contract Data. The contractor shall be solely responsible for:
- (i) Carrying out the mandatory tests prescribed in the Specifications, and
 - (ii) For the correctness of the test results, whether preformed in his laboratory or elsewhere.
 - (b) The Engineer will be free to conduct surprise, random or in situ checks any time during the execution and after the completion of the work but not later than the Defect Liability Period, so as to have cross check in quality of works/projects and compliance to specifications and standards at all stages of the work.
 - (c) Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in the execution of the Project/Works at all stages.
 - (d) Techno Financial Audit Shall be carried out by third party employed by the employer.

16. CHANGE IN THE QUANTITIES

- a. The Engineer shall have power to make any variations, alterations omission, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work, and the Contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer. Such alterations/additions/substitutions shall not invalidate the contract and shall be carried out by the Contractor on the same conditions in all respect on which he agreed to do the main work. The time of completion of the work shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion.

If the final quantity of work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Engineer shall adjust the rate to allow for the change, duly considering.

- a) Justification for rate adjustment as furnished by the Contractor.
- b) Economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs.
- c) Entitlement of the Contractor to compensation events where such events are caused by any additional work.
- d) The revised rates will be applicable to the quantity that exceeds 25% limit and not on the entire quantity.

The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.

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

17. TAXES

- a. The rates quoted by the Contractor shall be deemed to be inclusive of all the taxes, levies, etc. including their variations as notified by the concerned authority from time to time, and also of all the new taxes and levies that may be imposed that the Contractor will have to pay for the performance of this Contract. The Engineer on behalf of the Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- b. The Contractor shall comply with the proper bye-laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

18. PAYMENT CERTIFICATES

The Contractor shall submit to the Engineer monthly statements/bills of the estimated value of the work completed less the cumulative amount certified previously, along with copies of the following documents:-

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

The Contractor shall submit all bills on the printed forms to be had on application from the office of the Engineer. The bill so submitted shall be considered for payment only if claimed bill is more than 5% of Contract Value.

The Engineer shall check the Contractor's monthly statements within 30 days and certify the amount to be paid to the Contractor after taking into account any deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law, and the credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in clause 47. The Contractor shall be required to sign the corrections made, if any, in token of acceptance of the same, before release of payment.

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

The value of work executed shall include the valuation of Variations and Compensation Events. The Contractor shall be deemed to have waived off all claims

not included in such bills/statements and will have no right to enforce any claim not so included, whatsoever be the circumstances.

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

19. TERMINATION

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

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

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer;
- (b) the Employer or the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the **Contract Data**; and
- (f) If the Contractor, in the judgment of the Engineer or the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (g) If the Contractor, having been given a notice in writing by the Engineer, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, unworkman – like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.

- (h) If the Contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (i) If the Contractor commits any acts of defaults with respect to conditions of contract.

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

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.

After the termination of the contract under this clause, the Employer shall be at liberty to get the balance work executed through some other contractual agency or through departmental means or to abandon the balance work altogether or to modify the design and scope of the work in any manner. The Contractor shall have no claim against the Employer in this regard.

20. SECURITIES

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

FORM OF BID

FORM OF BID

Description of Work:

Improvement of Infrastructure in Municipal Corporation, Bathinda (Street Light Work)

BID

To :

Address :

1. I/We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) as quoted by me/us in the tender document. Bill of Quantities.
2. I/We undertake if our Bid is accepted to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the works comprised of the works comprised in the contract within the time stated in the document.
3. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 201

Signature _____ in the capacity of _____

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

Address _____

Witness _____

Address _____

Occupation _____

LETTER OF ACCEPTANCE

_____ (Date)

To,

_____ (name and address of the Contractor)

Dear Sirs,

This is to notify that your bid dated for execution of the Name of the contract and identification number as given in the instructions to the bidders) for the contract price of Rupees (.....) (amount in words and figures) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our agency.

You are hereby requested to furnish performance security, in the form detailed in ITB for an amount equivalent to Rs.within 21 days of this letter of acceptance valid upto 28

days from the date of expiry of the defect liability period i.e. upto and sign the contract failing which action as stated in ITB will be taken.

Yours Faithfully,

Authorized Signature
Name & title of Signatory
Name of agency

Delete "corrected and or" and modified "if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders. If corrections or modifications have not been affected.

AGREEMENT FORM

AGREEMENT

This agreement made the _____ day of _____ between _____ (name and address of Employer) (hereinafter called "the Employer") and (Name and address of Contractor) hereinafter called "the Contractor" or the other part.

Whereas, the Employer is desirous that the Contractor execute _____ (hereinafter called "the works") and the Employer has accepted the bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs

NOW THIS AGREEMENT WITHES SETH as follows:

1. In this agreement, works and expression shall have the same meanings as are respectively assigned to them in the conditions of contract (hereinafter referred to and they shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works and remedy and defects therein in conformity in all aspects with the provisions of the contract.
3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein contract price or such other sum as may become payable under the provisos of the contract at the times and in the manner prescribed by the contract.
4. The following documents shall be deemed to form and be ready and construed as part of this agreement Viz.
 - a) Letter of acceptance
 - b) Notice to proceed with the works.
 - c) Condition of contract: General and Conditions of Particular Applications
 - d) Contract Data
 - e) Additional Conditions
 - f) Drawings
 - g) Bill of quantities
 - h) Contractor's bid and
 - i) Any other documents listed in the contract data as forming part of the contract:

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

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

Signed, sealed and delivered by the said _____

in the presence of :

Binding signature of the authorized representative Employer _____

Binding Signature of Contractor _____

UNDERTAKING

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

(Signed by the Authorized Person of the Firm)

(Title of the Person)