

Stereo B. &. R No 28

Name of Contractor D.N.I.T.....  
.....  
.....

Name of work .....  
.....  
.....

**Shiromani Gurdwara Parbandhak Committee**

Superintendent	(Form F-1)	Estimated.....
	<b>ITEM RATE TENDER</b>	Cost
	<b>And</b>	Earnest money
	<b>CONTRACT FOR WORKS</b>	Time Limit                      Month/s

Divnl. Accounts, officer.

This agreement made this .....day of ..... between .....  
..... (here in after called the Contractor) of the one part, and Secretary of  
S.G.P.C through the Executive Engineer (hereinafter called "S.G.P.C") of the part:

Where as the Contractor has offered to execute the.....  
.....  
.....  
and S.G.P.C has accepted his tendered offer for the execution of afore mentioned works.

**NOW THIS AGREEMENT WITH ESSETHAL FOLLOWS:-**

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions of contract herein after referred to:-
2. The following documents shall be deemed to form and be construed as part of this Agreement:-
  - (1) The "Notice Inviting Tender" & "Instruction to tendered" as at Annexure 'A' to this agreement.
  - (2) "Item Rate tender for works" at annexure 'B' to this agreement.
  - (3) "Conditions of contract" as at annexure 'C' to this agreement.
3. The work will be executed strictly according to specifications and drawings relating to the work as indicated in the "Notice inviting tender" The schedule If items of work to be carried out will be as per approved snow in the approved Notice inviting Tender".
4. All correspondence and modifications of tendered offer and acceptance letter will form part of this Agreement.
5. In Considerations of the payment to be made by the S.G.P.C to the contractor in respect of completed work, or item of work, the contractor hereby conversant with the S.G.P.C to execute the work in conformity in all respects with the provision of this Agreement.
6. The S.G.P.C hereby covenants to pay the contractor, in Consideration of execution of works, the price in the manner as specified in this Agreement.

In witness there of parties here to set their respective hands and seals on the day and year first above written.

In the presence of NAME & ADDRESS

1.....  
.....  
2. ....  
.....  
.....

Signature of Contractor  
Address.....  
.....  
.....

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Signed sealed & delivered by.....in the Capacity of .....

In the presence of NAME & ADDRESS

- 1. ....
2. ....

For & on behalf of Secretary of S.G.P.C

ANNEXURE 'A'
Shiromani Gurdwara Parbandhak Committee
Notice Inviting Tenders and instruction to Tenderers

1. Sealed Tenders in the prescribed form P,W.D. No Strew B & R 28 are hereby invited on behalf of the Secretary of the S.G.P.C for the ..... at an estimated cost of Rs .....

2. The tender forms "Along with Conditions of contract "to be fulfilled can be obtained from the office of Executive Engineer .....between 9-30 a.m.to1.30 P.M. & 2-00 p.m. to 5.00 p.m on any working day upto ..... to .....on Payment of Rs 1000.- (One Thousand) for each form (Non - Refundable) after furnishing in support of deposit of Earnest Money.

3. Tenders documents duly completed in all respects, signed on each page and placed in sealed covers with the name of work written there upon will be received in the office of the undersigned upto 3-30 p.m. on .....and will be opened soon after in the presence or their representative who may like to be present.

4. The time allowed for the completion of the work will be ..... after the date of issue of Acceptance Letter to the Contractor.

5. Earnest money amounting to Rs.....must be furnished in the Form of "Deposit at call" on a scheduled Bank in the name of undersigned, (by Designation) and enclosed with the tender. Any bid not the accompanied with requisite earnest money. Is acceptable form shall be rejected. Bid shall not be opened without the receipt of Earnest Money.

6. The contractor, whose tender is excepted shall be required to furnish security at the rate of five percent the cost of work by deduction from the running bills (three percent of the total cost to cover the liability for defects and shortcomings and two percent of the total cost for the winding up the contract satisfactory).The earnest money if realized from the Bank. Or Treasury will be treated as part of the Security deposit.

7. The offer shall remain open for acceptance for a period of ninety days from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraw of modifies his offer within the validity period or fails to sign the (Formal contract) agreement after the forfeiture of earnest money, the Contract shall be immediately nullified.

8. On acceptance of the tender , the contractor shall either himself remain available at site of work of arrange the availability of an accredited representative fully authorized in writing, at the site or work to receive instructions of Engineer - in - Charge or his representative & to ensure prompt compliance thereof.

9. The undersigned does not bind himself to accept the lowest or any tender and reserves to him - self, the right of accepting the whole or part of the tenderer shall be bound to perform the same at quoted rates.

10. Before filling his tender, the contractor shall visit the site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions stacking of materials installation of Tools and Plants etc, accommodation and movement of labour, supply of water and power for satisfactory completion of work contract. No claim, whatsoever on such accounts shall be entertained by the department in any circumstances.

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11. The contractor shall comply with the provisions of the Appre-notices Act,1961.minimum wages Act,1948 workmen's compensation Act 1923.Contract Labour (Regulation and abolition)Act 1970,payment of wages Act 1936,Employees liability Act 1938.Maternity Benefits Act 1961,and the industrial dispute Act 1947.As applicable and the rules and regulations issued there under from time to time, Failure to do so shall amount to breach of contract and contract and the Engineer-in-Charge may at his discretion to terminate the Contract. The contract shall also be liable for any pecuniary liability arising on account of violation by him of the provision of the act.

12 The tender shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.

13 Each tenderer shall submit only one tender, either by himself or as partner in a joint venture. A tendered who submits or participates in more than one tender, will be disqualified.

14. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items of work" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of work and the drawings, Included the additional items, if any as per drawing and instructions. The certificate of completion as issued by the Engineer – in-charge shall be the conclusive proof of completion of work.

17. The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender document containing the entries and all corrections or amendments made there in shall be initialed by the person or persons signing the tender. The following documents shall accompany the tender.

- (1) Deposit at call
- (2) income tax clearance certificate
- (3) Partnership deed or Registration certificate of the firm or company as the case may be .
- (4) Copy of registration of contractor of Appropriate class.
- (5) Power of Attorney as required under rule for joint venture.
- (6) List of works executed and or in progress with a agreement cost.
- (7) List of Machinery and list of staff (Technical & Non Technical)

**18. Incomplete tender or tenders not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.**

19. (1) For all works costing above Rs.10.00 Lacs, double envelops system should be used.  
(2) In case of large tenders especially Lump sum tender's double envelope system shall be adopted I.e. in the first envelope the contractor may give conditions technical conditions, general arrangement drawing etc. The second envelop should contain financial bid only. After opening the first envelope .all the tenders received may be examined and clarification sought from the contractors on their conditions if necessary. A joint meeting of all the tenders may be called to equalize terms & conditions of all the tenders. The tender shall be asked to evaluate the financial impact of the equalized conditions & submit additions or subtractions of their financial bid. This addition or subtraction shall be made in the financial bid already submitted in the second envelope & final cost shall alone be reckoned for purpose of determining the lowest tenders have submitted the affect of equalized conditions.  
(3) Conditional Tenders shall not be accepted.

20. The percentage tendered premium / abatement shall be simply added to / subtracted from Zonal Calling premium inspective of the manner in which the rate is quoted. The percentage so arrived at shall be applicable to the basic rates exhibited. In the C.S R.

I/We hereby offer to execute for the Secretary of S.G.P.C the work, specified in the under writer Memorandum within the time specified in such memorandum at ..... Percent below above the rate entered in the Schedule referred to in pars five of the "Notice inviting Tender" and annexed here to and accordance in all respects with the specification, design, drawing and Instructions in writing referred to in Para five and in clause 13 of the "Conditions of Contract" and with such materials as are provided for and all other respects in accordance with such conditions so far as applicable.

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**PERCENTAGE / ITEMS RATE TENDER FOR WORKS ANNEXURE-B**

Memorandum

- (a) General .....
- (b) Estimated cost Rs.....
- (c) Earnest Money Rs.....
- (d) Security Deposit Rs .....of the amount of work.
- (e) Percentage. If any to be Rs.....percent. Deducted from bills
- (f) Time allowed for completion from the date of issue of Acceptance Letter to the Contractor..... Month

Should this offer be accepted in whole or in part I/We hereby agree to abide by and full fit all the terms and provision of the said conditions of contract annexed hereto and all the terms and provisions contained in the detailed" Notice inviting Tender" and / or in default there of to forfeit and pay to S.G.P.C or his successors in office the sums of money mentioned in the said conditions.

A sum of Rs.....is hereby forwarded in the shape of Deposit – at – call No.....dated.....drawn in favor of Executive Engineer.....as Earnest money I/We agree that the full value of Earnest Money will be forfeited without prejudice to any other right or remedies to the S.G.P.C or his successors in office, should I/We (1) Withdraw or modify my/our offer during the period of validity or (2) Fail to sign the contract agreement after acceptance of the offer or (3) Fail to commence the work within ten days of the issue of acceptance of my/our offer, otherwise the said Earnest money shall be retained by him towards Security deposit against clause (d) of the above memorandum.

Dated the.....day of .....

Witness .....

Address.....

.....

Occupation.....

signature of the contractor

address.....

.....

Telephone.....

The above offer is hereby accepted by me on bell of the Secretary of S.G.P.C.

Dated.....day of.....

Signature  
(Designation)

**ANNEXURE-C**

Deflations:

1. The "Contract" means the documents forming the tendered the offer and acceptance there of constructing a binding contract between the Secretary of S.G.P.C and the contractor. The tender documents including the conditions the drawings, design, supplemented with instructions issued from time to time by the Engineer-in-charge and shall be binding on parties in the stated order of precede rice. All these taken together with -----offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
2. The "Common Schedule of Rates" shall mean a printed document containing rates of different items or works pertaining to different Branches of P.W.D. i.e. Irrigation, B&R (Buildings & Roads Branch) and Public Health Branch and approved by the Committee of Direction of Chief Engineer of these P.W.D. Branches and the Punjab Govt.
3. "Completed Works" shall mean. The work completed in all respects as per laid down specification, drawing & approved N.I.T. and to the entire satisfaction of Engineer-in- Charge.
4. The "Contractor" shall mean the individual or firm company whether incorporated or not, under taking the work and shall include the legal person representative or the persons comprising such firm or company as well as the successors of such firm or company as well the assignees of such individual or firm or company whose tendered offer has been accepted.
5. "Completion date" is the date when the Engineer-in-charge certifies that the work can be put to use, after receipt of intimation from the contractor regarding its completion.
6. "Communication" between parties are the written and signed letters, notices, reminders, memorandum and instructions recorded in the instructions book or books kept at site.
7. "Days & months" are calendar days and calendar months.

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8. The "Engineer –in-charge" means the Executive Engineer who shall supervise the work and administer the contract with the contract on behalf of the Secretary of S.G.P.C.

9. The "S.G.P.C" shall mean the Secretary of S.G.P.C.

10. The "site" shall mean the land and/or other places on into or through which work is to be executed under the contract or any adjacent land, path or street. which may be allowed to be used for the purpose of carting out the contract?

11. "Schedule of material" shall mean the lists of materials of which are to be issued from the Deptt. Store to the contractor for genuine use on the work as per Annexure-E.

12. The "Start date" is the date when contract came in to existence upon the issued of "letter" of acceptance "by the Engineer-in-Charge.

13. "Schedule of items of work" shall mean the items of work to be executed at site of work pertaining to work allotted to the contractor.

14. The "works or work" shall unless the context otherwise requires mean what the contractor is required to execute and hand over to the S.G.P.C.

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

#### **CLAUSE OF CONTRACT**

##### **Clause-1 Performance Guarantee and Security:-**

The contractor/Co-op.L&C Societies, whose tender is to be accepted, shall furnish:-

(1) a) A Bank Guarantee of local scheduled bank in the prescribed form (specimenform attaché) in favour of Executive Engineer in charge for an amount of 5% of the amount of contract valid up to six month beyond the date of completion (time limit)as security for the performance of the contract within 10 days after the receipt of letter of acceptance to cover the amount of liquidated damages and/ or compensation of the breach of contract. No Payment for work done of any kind shall be released till such bank guarantee is furnished.

b) The performance guarantee should be released immediately on Completion of work as accepted by the Engineer- in-charge as satisfied O.K. work.

c) In case the contractor requests for first and final bill (without any running bill)

d) on completion of work, contractor need not furnish performance guarantee.

(2) A case security at 5% of the amount of the contract Inclusive of the Earnest money initially deposited with the bid to cover the cost that may be Involved in removal of defects. Imperfections, tanking remedial ensures in the work, which has been executed to be progressively deducted @ 5% in after 3 Months of the completion of work as certified by the Engineer-in-charge with respect to satisfactory removal of all defects, imperfections, short comings and taking remedial measures., that may be necessary and after recording of final measurements of work done for which the certificate of the Engineer-in-Charge would be conclusive. The remaining amount of security shall be released after the expiry of four months or one rainy season which ever is later from the date of completion of work and after removal of all defects, imperfections and shortcoming that may be noticed during this period and after satisfactory winding up of the contract as provided in clause 6 A to the entire satisfaction of the Engineer-in-Charge.

##### **Clause-2 COMPENSATION FOR DELAY**

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

(1) On lapse of 25% contractual time: 20%

(2) On lapse of 50% contractual time: 50%

(3) On lapse of 75% contractual time: 80%

(4) On lapse of full contractual time:100%

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In case of default, the contractor shall notwithstanding issuance of prior notice in this regard pay prospectively as liquidated damages, as amount up to 1% of the amount of contract or such lesser amount that the Engineer-in-charge may levy, for every week that the work remains, uncompleted after 10 days the issue of acceptance letter or the minimum progress of work stated above is not achieved or the work remains unfinished after the completion date. In case of continued default, or shortfall in progress, the Engineer-in-charge may go on enhancing the levy, of liquidated damages prospectively each time limited to 1% of the total estimated amount of contract per week of further default, subject to maximum limit of five percent of the amount of contract. The Superintending Engineer-in-charge of the work on representation from the contractor, after hearing both the parties i.e. Engineer-in-charge and contractor may reduce the amount of liquidated damages and his decision in writing shall be final.

### **Clause-3 BREACH OF CONTRACT LEVY OF DAMAGES**

The Engineer-in-charge may, without prejudice to other rights and remedies; under the provisions of the contract or otherwise after issuing a notice in writing and getting the final bill prepared absolutely determine the contract after levying compensation for damages of five percent of the amount of the contract if the contractor commits breach of contract under any clause of the contract, or in any of the following cases:-

- (1) If the contractor suspends the execution of the work and in spite of having been given a notice in writing by the Engineer-in-charge, fails to resume the work within ten days of the issue of the said notice.
- (2) If the contractor having been given a notice in writing by the Engineer-in-charge, fails to rectify reconstruct or replace any defective work or continues the execution of work in if inefficient improper on unworkman like manner or not in accordance with sound Engineer practices or without complying with the direction and requirements within a period of 10 days of the issue of said notice.
- (3) 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 or creditor to appoint a redeliver or manager or to make a winding up order.
- (4) If the contractor commits any of the acts or defaults mentioned in clause 21 and 24 there of. Provided further that in case action under clause- 2 as afore said levy of liquidated damages is also taken. Total amount of liquidated damages and compensation for breach of contract under the clause shall be limited to 7.5 percent of the amount of the contract, or the amount available with the Deppt. Including Bank Guarantee which ever is less. The requisite amount for which the contractor may become liable shall be realized by encasing the Bank. Guarantee furnished by the contractor, as specified in clause 1 above and/or from other amounts due to the contractor/in respect of this work or any other work, under taken for the S.G.P.C .

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

- (1) get the balance work executed through some other contractual agency or through department means or to
- (2) abandon the balance work altogether or to
- (3) modify the design and scope of the work in any manner. The contractor shall have no claim against the department for treating the work in any manner deemed fit.

### **Clause-4 LIABILITY OF CONTRACTOR AND POWER TO TAKE OVER DISPOSE OFF CONTRACTOR PLANT**

In any case in which any of the powers conferred upon the Engineer-in-charge by clause 3 here of shall have become exercisable and shall not be exercised the none exercise there of shall not constitute a waiver of any of the conditions here of and such powers shall. Not with standing , be exercisable in the event of any future case or default on the part of the contractor ,for which by any clause or clauses, here of, he is declared liable to pay compensation and the liability of the contractor for postman future compensation shall remain un-effected.

In the event of Engineer-in-charge putting in force all or any of the powers vested in him under the preceding clauses he may, If he so desires, after giving a notice in writing to the contractor take possession of any or all tools, plant, Materials and stores in or upon the work or the site there of belonging to the contractor or produced by him and intended to be used for execution of the work on any here of paying----.--same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer –in-charge, Whose certificate there of shall be final, Otherwise the Engineer-in-charge may by giving a notice in writing to the contractor or his agent at the site of work, require him to remove such tools, plants, materials or stores from the premises within the time specified in notice. In the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may get them removed at the contractor expense or sell them by auction or private sale on account of the contractor and at his risk in all respects. The certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of proceeds and expenses of any such sale shall be final & Conclusive against the contractor.

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**Clause-5 EXTENSION OF TIME**

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-in-charge (with corresponding time extension in Performance Bank guarantee) within thirty days of the date of hindrance but before the expiry of time limit) on account of which he desires such extension as aforesaid and there fore, 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-in-charge 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 clauses 2 and 3 above.

**Clause-6 COMPLETION CERTIFICATE**

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

**Clause-6- A WINDING UP THE CONTRACT**

On completion of the work, the contractor shall hand over the same to the Engineer-in-Charge or his authorized representative free from all defects, shortcoming or Imperfections. He hall clear the site of all temporary works pits, odowns. Offices, sanitary by him or authorized representative:-

- (1) Completion drawing showing the work as finally constructed.
- (2) Variation statement showing the work as finally constructed.
- (3) Original site instruction book.
- (4) Original register for various control tests as specified.
- (5) Cement consumption register.

**Clause-7 PAYMENT ON INTERMEDIATE CERTIFICATE REGARDED AS ADVANCES**

No payment shall be made for a work estimated to cost less than rupees twenty thousand. Till after the whole of the work shall have been completed and a certificate of completion given, But in the case of works estimated to cost more than rupees twenty thousand, the contractor hall on submitting a bill there of be entitled to receive a monthly payment proportionate to the part here of the time limit than executed to the satisfaction of the Engineer-in-charge whose certificate f the sum payable shall and conclusive against the contractor But all such Intermediate payments shall be regarded as payments by way of advance against the final payment only and no payment or work actually one and completed; and shall not preclude the requiring of bad, un sound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part there of in any respect of he accruing of any claim, nor shall it concluded determine of effect in any way he powers of the Engineer-in-charge. Under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise in any other way, very or effect the contract, the final bills shall be sub-matted by the contractor within one month of the date fixed for completion of the work, otherwise the certificate of the Engineer-in-charge as regards measurements and the total amount payable for the work shall be final and binding.

**Clause-8 BILL TO BE SUBMITTED MONTHLY**

A bill shall be submitted by the contractor each month on or before the tenth day or any other day fixed by the Engineer-in-charge accompanied by the following document:-

- (1) Measurements and quantities of items of work done since last bill.
- (2) Up to date statement of material's received, from the stores showing the recoveries made up to last bill in questions; both in terms of quantity and value.
- (3) Copies of quality control tests I specified format covering the work done since last bill.
- (4) Copies of instructions recorded in the site Instruction book containing the instructions and compliances made there of covering the work done since last bill.

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

The Engineer-in-charge shall get the bill verified If possible within 30 days from its presentation and the contractor shall be required to sign the corrections made, If any in token of its acceptance, before releasing or adjusting the payable amount. If the contractor does not submit the bill within time limit or delays its submission or acceptance of corrections after verifications the entire responsibility for non-payment or delay in payment shall rest with him.

**Clause-9 BILL TO BE ON PRINTED FORMS/EXTRA ITEMS**

The contractor shall submit all bills on the printed forms to be had on application from the office of the Engineer-in-charge and the rates in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered, In pursuance of these conditions and not mentioned or provided for in the tender, at the rates hereinafter provided for such work. The contractor shall delayer in the office of Engineer-in-charge on or before the 10<sup>th</sup> day of every month during the continuance of the work covered by this contract, a rectum showing details of any work to be charged of extra with value based upon the rates and prices mentioned in the contract or in the common schedule of rates, applicable to the location work on the date of tender. The Contractor shall include in such return particulars of all demand of wherever kind and who so ever arising, which at date there of he has in respect of or in any manner arising which at the date there of he has in respect of or in any manner arising which at the date there of he has in respect of or in any manner arising out of execution of work. The contractor shall be deemed to have waived off all claims not included in such return and will have no right to enforce any such claim not so included. Whatsoever, be the circumstances.

**Clause-10 STORES SUPPLIED BY SHIROMANI GURDWARA PARBANDHAK COMMITTEE.**

The Contractor shall use retain stores to be provided by the Engineer-in-charge as shown in the” Schedule of materials” The materials and stores shall be supplied according to the requirement from time to time for the purpose of the contract only at the rates specified in the said schedule. The full value there of may be set off or deducted from any sum then due or there after to become due to the contractor under the contract or otherwise or from the security deposit Irrespective of the actual of the cortical consumption of such materials, A.. Materials so supplied shall remain the absolute property of the S.G.P.C the contractor being the trusty there of and shall not be removed from the site of work and shall be at all times open to Inspection by the Engineer-in-charge. No carriage or incidental charges will be payable for moving the material form the place of delivery as specified in the schedule of materials to the site of work except as provided in CSR. Any such stores/materials remaining unused in perfectly good condition at time of completion of the contract shall be returned to the stores of the Engineer-in-charge if so required by him. In case the stores/materials remaining unused or for any wastage or damages to any such materials. The price allowed to the contractor form the returned materials shall not exceed the amount charge to him excluding the storage changes if any. The contractor shall bear all expenses on cartage, storage, safe custody against damage due to sun, rain dampness, fire, theft etc.

**C lause-10-A SECURED ADVANCE**

The contractor on signing an indenture in the form to be specified by the Engineer-in charge, shall be entitled to be paid during the execution of work, up to 75% of the estimated value of any materials, which are in the opinion of the Engineer-in-charge non-perishable under Para 2.105 of P.W.D. code coupled in accordance with the requirements with rule 7.37 of D.F.R. (Financial Hand Book No.3) of the Contract and which have been procured and adequately stored against damage, but which have not been Incorporated in the works at the time of making advance.

**Clause-11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION DRAWINGS ORDER ETC.**

The contractor shall executive the whole and every part of the work in the most substantial and work-man-like manner both as regards materials and otherwise in every respect in strict accordance with the Punjab P.W.D. specification latest Edition. The contractor shall also confirm exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access during the office hours or on the site of work. The contractor shall be furnished free of charge one copy of all such drawings and such specifications as are not included in the printed Punjab P.W.D. specifications. He shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the drawings designs, specifications and instruction as aforesaid.

For ensuring the requisite quality of construction, the material used in work shall be subjected to quality control tests for materials and workman-ship tests as laid down in Punjab P.W.D. Specifications as amended from time to time or the relevant standards laid down by the Bureau of Indian standards/Hand Book of quality control for contraction of Roads and runway I.R.C. Latest Edition of Instruction issued under the orders of the chief Engineer,

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Punjab, P.W.D. (B&R) by the Engineer-in-charge and/or in conjunction with the quality control cell of Punjab P.W.D. (B&R) P.H/Irrigation Deptt. The contractor shall provide all help and assistance in proceeding with required tests.

The contractor shall set up a quality control field laboratory equipped at least with the test equipment indicated in to the "Condition of Contract Annexure -1 and employ trained staff to carry out periodical tests as per directions and procedures laid down by the quality Control cell of the Chief Engineer's office. The records shall be maintained in the prescribed for mats and copies there of covering the work done month shall be submitted with the bills.

**Clause-11- A REMOVAL OF EMPLOYEES/WORK MEN**

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

**Clause-12 ALTERATON IN SPECIFICATION AND DESIGNS**

The Engineer-in-charge shall have power to make any alterations omission from, additions to or substitutions for the original specifications, drawing, designs and instructions that may appear to be necessary or advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him writing signed by the Engineer-in-charge. Such alternation/ additions or substitutions shall not invalidate the contract and altered additions or substitutions work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in tender for the main work. The time of completion of the work shall be extended in the proportion that the altered additions or substituted works bears to the original contract work and the certificate to the Engineer-in-charge shall be conclusive as to such proportion. The rates for such altered additions or substituted work shall be determined in accordance with the following provisions in their respective order.

(1) If the rates for additional, altered or substituted work are specified in the Contract for the work the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

(2) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

(3) If rates can be determined as provide in (1) and (2) above, then such work shall be paid at the rates entered in common schedule rates/plus the percentage rate at which the bid has been accepted.

(4) If the rates for the altered, additional or substitute work cannot be determined in the manner specified in clause (1) (2) (3) above then contractor shall within 7days of the date of his except of the order to carry out the work inform the Engineer-in-charge of the rates which he intends to charge for such class of work supported by analysis of the rate in support of rates/ claimed. The Engineer-in-charge shall determine the rate or rates of rates on the basis of prevalent market rates and pay the contractor accordingly. How ever the Engineer-in-charge, by notice in writing, will be at liberty to cancel the order given to the contractor to carry on such class of work and arranged to carry out in such manner as he may consider advisable, provided always that if the contractor shall have commenced work or incurred any expenditure in regard there to before the rates shall have been so determined then in such case he shall be entitled to be paid in respect of the work carried out or expenditure Incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the superintending Engineer of the circle shall be final.

**Clause-13 NO COMPENSATION FOR TERATION IN OR RESTRICTION IN WORKS**

If at any time, after the commencement of the work the S.G.P.C shall for any reason what-so-ever not require the whole or part there of as specified in the contract to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not drive inconsequence of the full amount of the work not having been carried out, nether shall he have any claim for compensation by reason of any alternation having been made in the original specifications, drawing designs and instruction, which shall Involve any curtailment of the work original contemplated.

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**Clause -14 ACTIONS AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

If it shall appear to the Engineer-in-charge or his subordinate in Charge or the work that may any work has been executed with unsound, Imperfect, unskillful workmanship or with materials of any Inferior description or that any articles or materials provided by the contractor for the execution or work are unsound or of a quality inferior to that contractor for or otherwise not in accordance with the contract, the contractor shall on demand in writing by the Engineer-in-charge specifying the work. materials or articles complained or, notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so, within a period to be specified by the Engineer-in-charge. In his demand aforesaid, the contractor shall be liable to pay compensation at rate of one percent of the estimated amount for every week not exceeding ten weeks, while his failure to do so shall continue and in the case of such failure, the Engineer-in-charge may rectify or remove and re execute the work or remove and replace with others the materials or articles complained as the case may be at the risk and expenses in all respects of the contractor.

**Caluse-15 WORKS TO BE OPEN TO INSPECTION**

All work under or in course of extension or executed in pursuance or the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his senior/subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the Intention of either himself to present to receive orders and Instructions of or have a responsible agent, duly accredited in writing present for that purpose. Orders given to a contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

The contractor shall give not less then 10 days notice in writing to the Engineer-in-charge of his subordinate in -Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at contractor's expenses or in default there of no payment or allowance shall be made for such work or of the material with which the same was executed.

**Clause-16 NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The contractor shall give not less then 10 days notice in writing to the Engineer-in-Charge or his subordinate-in-Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured correct dimensions there of may be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or, placed beyond the reach of measurement, without such notice having been given or consent obtained, the same shall be uncovered at contractor's expenses or in default thereof, no payment or allowance shall be made for such work or of the material with which the same was executed.

**Clause-17 LIABILITY FOR DAMAGE AND IMPERFECTION FOR THREE YEAR AFTER CERIFICATE**

If the Contractor or his workmen shall break, deface, injure or destroy any part of a building in which he may-be working or any building, road, fence enclosure or green grass land, water pipes, cables, drains, electric or telephone posts or wires, trees or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause what-so-ever of any defect, Imperfection or other faults appear in the work, there Year after a certificate final or other of its completion shall have been given by the Engineer-in-charge, the contractor shall make the same good at his own expenses or in default, Engineer-in-charge may cause, the same to be made good by other workmen and deduct the expenses incurred both on Labor and Material ( for which the certificate of the Engineer-in-charge shall be final) from any sums that may be then due or at any, there after may become due to the contractor from his security deposit.

**Clause-18 CONTRACTORS TO SUPPLY MATERIALS PLANT, SCAFFOLDINGS**

The contractor shall arrange and supply at his own cost all materials ( except such specific materials as may be issued from the stores of the Engineer-in-charge) plant, tools, appliances, implements, ladders cordage, tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or refereed to or these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require to gather with the carriage there of to and from the work. The

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

**Clause-19 LABOUR LAWS**

The contractor shall comply with all the provisions of minimum wages Act 1948, Workman's compensation Act 1923, Contract labor (Regulation and abolition) Act 1970 and the rules framed there under, the payment of wages Act 1936, Employees liability Act 1983. Maternity benefits Act 1961. The apprentices Act 1961 and rules framed there under the Industrial Act 1938, Maternity benefits Act 1961. The apprentice Act 1961 and rules framed there under the industrial Disputes Act 1974. He shall also make satisfactory arrangements for labor huts, protection or health and sanitary arrangement for the workmen employed on the work. In every case in which by virtue of provisions of the contract Labor (Regulation and Abolition) Act 1970. and of the contract labor Rules Government is obliged to pay any amount of wages to a workmen employed by the contractor in execution of the works or to Insure any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules under the P.W.D. Contractor's Labor Regulations or under the rules framed by the Government from time to time, for the protection of health and sanitary arrangements for workers employed by P.W.D. Contractor. The Government will recover from the contractor the amount of wages so paid or the expenditure so Incurred under without prejudice to the rights of the Government under section 20 sub-section (2) and section 21sub-section (4) of the contractor labor (Regulation and Abolition) secure deposit or from any sum due by the Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against. In under section 20 sub section (1) and section 21, sub section (4) of the said Act except on the written request of the contractor and upon his to the Government full security for all costs for which the Government might become liable in contesting such claim.

**Clause – 20 CONTRACTOR LIABLE FOR PAYMENT OF COMPENSATION TO INJURED WORKMAN OR IN CASE OF DEATH**

In every case in which by virtue of the provision of the section 12, Sub section (1) of the workman's compensation Act 1922, the Government is obliged to pay compensation to a workman employed by the contractor in execution of work. The Government will recover from the contractor the amount of compensation so paid without prejudice to the rights of Government under section 12, sub section (ii) of the said Act, The Government shall be at liberty to recover such amount of any part there of by deducting it from the security deposit or from any sums due by the Govt. the contractor whether under this contractor or otherwise Government shall no be bound to contest any claim made against it under section 12, Sub- section (1) of the said act except on the written request of the contractor and upon his giving to Government full security for all costs for which the Government might become liable in consequence of contesting such claim.

**Clause-21 WORK NOT BE SUB LET**

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

**Clause – 22 COMPENSATION CONSIDERED REASONABLE WITHOUT REFERENCE TO ACTUL LOSS**

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

**Clause-22 -A DEDUCTIONS OF GOVT.DUES ON ANY ACCOUNT WHATSOEVER TO BE PERMISSIBLE**

Any excess payment, made to the contractors inadvertently or otherwise under this contract or on any account. What so ever, and any other sum found to be due to the S.G.P.C by the contractor in respect of this contract or

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any other contract or any other contract or work-order or on any account whatsoever may be deducted from any sum payable by the S.G.P.C to the contractor either in respect of this contract or any work order or contract or on any other account by any other department of the S.G.P.C.

**Clause-23 CHANGE IN CONSTITUTION**

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

**Clause-24 DIRECTION OF THE SUPERINTENDING ENGINEER**

All works to be executed under the contract shall be execute under the direction and subject to the approval in all respects of the superintending Engineer of the circle who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried out.

**Clause-25 EXTRA ORDINARY CLAIMS**

No claim for payment of an extra ordinary nature such as claims for bonus, for extra labor employed in completing the work before the expiry of the contractual period at request of Engineerin- charge or claims for compensation, where work has been temporarily brought to a stand still through no Fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the S.G.P.C under the signatures of one of its Sectaries.

**Clause-25 A DISPUTES AND ARBITRATION**

(i) If any dispute or difference of any kind what-so-ever shall arise between the S.G.P.C/its authorized representative and the contractor in connection with or arising out of this contract or the execution of work there under.

(ii) Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the Engineer-in-charge to the work and the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provide, be final, and binding upon the contractor. In case the work is already in progress, the contractor shall proceed with the execution of the work on receipt of the decision of the Engineer-in-charge as aforesaid with wall due diligence, whether any of the parties requires arbitration as here-in-after provided or not.

(iii) If the Engineer-in-charge falls to convey his decision to the contractor and no claim for arbitration has been filed by the contractor within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all,

(iv) If the Engineer-in-charge falls to convey his decision with in a period of sixty days after being requested as aforesaid, the contractor may within further sixty days of the expiry of the first sixty days from the date on which the said request was made by the contractor, refer the dispute for arbitration as herein after provided.

(v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in a communication sent thought Registered A.D. post, be referred to the sole arbitration of Branch acting as such at the time of reference, unless debarred from acting as Arbitrator by an order of the S.G.P.C, In which event the chief Engineer shall appoint any other technical officer not below the rank of superintending Engineer to act as an Arbitrator on receipt of a request from ether party.

(vi) Chief Engineer, In charge of work shall have the authority to change the Arbitrator on an application by either the contractor or Engineer-in-charge requesting change the Arbitrator giving reasons there of either before the start of the arbitration proceedings or during he course of such proceedings. The arbitration proceedings would stand suspended as soon as application for change or Arbitrator proceedings would stand suspended as soon as application for change or Arbitrator is field before the chief Engineer and a notice there of is given by the application to the Arbitrator. The chief Engineer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator, simultaneously appointing a technical officer not bellow the rank of a superintending Engineer as Arbitrator, under the contract. The new Arbitrator so appointed may enter upon the reference fresh or he may continue the hearing from the point those were suspended before the previous arbitrator.

(vii) The reference to the Arbitrator shall be made by the clement party within one hundred twenty days from the date of dispute of claim arises during the execution of work – if the claim pertalns,to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within six calendar month 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 affect the his final bill is ready by the Engineer-incharge( whole decision in this respect shall be final and binding) which ever is earlier,

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(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 on fact and calculations stating the amount claimed under each claim and shall furnish a "deposit call" for ten percent of the amount claimed on a scheduled bank in the name of the Arbitrator, by his official designation, who shall keep the amount in deposit till the announcement of the award. In the event of an award in favor 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 provision of the Indian Arbitration Act 1940 or any other statutory enactments there under or modifications there of and for the time being in force shall apply to the arbitration proceedings under this clause.

(x) The Arbitration shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lump sum award shall not be legally enforceable.

(xi) The independent claims of the party other than the one speaking arbitration as also the counter-claims of any party shall be entertained by the Arbitrator.

(xii) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

(xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.

(xiv) Neither party shall be entitled to bring a claim for arbitration if it is not filed as per the time period already specified or within six month of the following:-

(a) Of the date of completion of the work as certified by the Engineer-in-charge or

(b) Of the date of abandonment or non-resumption of work within 10 days of written notice for

(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 before closure of the contract, or

(e) Of receiving an intimation from the Engineer-in-charge that the final payment due or recovery 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 time for arbitrating 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 this contract. The pending of arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the contract and to make alternate arrangements for completion of work.

(xvi) The Arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The arbitrator may from time to time, with the consent of the parties enlarge the initial time for marking and publishing the award.

(xvii) The expiry of the contractual time limit whether originally fixed or extended shall not invalidate the provision of this clause.

#### **Clause-26 (a) STORAGE OF CEMENT AND RECORD OF CONSUMPTION**

Cement bags issued by the department shall be stored in separate god owns to constructed by the contractor, Each godson shall be provided with a single door and two lock. The keys of one lock each shall remain with the authorized representative of the department and contractor at the site of work. Cement shall be taken out of the store according to dally requirement with the knowledge of both the parties and account shall be maintained in the Performa as at Annexure it to these conditions of contract.

#### **(b) VARIATION IN CONSUMPTION OF MATERIALS**

Variation in consumption of materials will be regulated as per amended Para 27.4 of P.W.D. specification 1963 appended as Annexure 'D'

#### **(c) DETERIORATION/PILFERAGE OF MATERIALS**

In case any quantity of cement, steel or any other commodity issued to the contractor by the Engineer-in-charge for use (directly on the aforesaid work) or manufacture of material Required in connection there with is despised of by him or lost or allowed to get deteriorated, the cost of such quantity of that material shall, without prejudice to other rights and remedies available to the S.G.P.C be recovered from the contractor at double the rate at which it is agreed to be supplied to the contractor.

#### **(d) DOOR AND WINDOW FITTINGS**

Brass or aluminum door and window fittings ISI marked shall be issued by the department free of cost, The cost of fitting lost or fixed short by the contractor, if any will be recovered at double the department issue rate.

#### **Clause-27 LAMP SUM IN ESTIMATE**

When the estimate on which a bid is made Includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of the work involved at the same rates as are payable under this contract for such items. If the part of the work in question is not, in the opinion of the Engineer-in-charge capable of

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the measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge of May at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums or payable to him under provision of this clause.

**Clause-28 SPECIFICATIONS**

In the case of any clause or work for which there is no specification as mentioned in clause. It the your shall the carried out in accordance with the specification laid down by the Bureau of Indian standards and in the event of there being no such specifications, the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-charge.

**Clause-28-A (a) CONCRETE WORK**

All the concrete work shall have to be done with mechanical mixer unless permitted otherwise by the Engineer-in-charge. All R.C.C. work shall be compacted with a mechanical vibrator driven by the petrol/diesel or electricity. R.C.C. work and plain cement of mix 1:3:6 (M-10) and richer mixes, only gagger sand or Pathankot sand having a fineness modulus between 2.5 to 3.5 shall be used. Test samples shall be taken during the execution of work as per stipulations of the Bureau of Indian standards. The compressive strength of test samples shall meet the requirements of relevant standards laid down by B.I.S. The contractor shall set up a field testing laboratory with necessary equipment and appoint suitable staff for carrying out the test at his cost.

**(b) CURING OF CEMENT WORK**

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

**(c) PITS AT SITE PROHIBITED**

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

**(d) CO-ORDINATION WITH OTHER AGENCIES**

The contractor shall maintain close-co-ordination and afford necessary facilities to other agencies executing other works like Electrification, Horticulture, and water Supply, sewerage and external services etc. No claim for additional payment on this account shall be entertained.

**Clause-29 (a) STATUTORY LEVIES**

The rates as offered and accepted in this contract are inclusive of all taxes and statutory levies such as income tax, Control/terminal tax, sales tax, turn-over tax, royalty, contribution under Employee's state Insurance and local taxes payable under there sportive statutes (ESI contribution Etc)

**(b) INCOME TAX**

Income tax shall be deducted at source as per provisions of the income tax act certificate of such deduction made in each financial year shall be furnished to the contractor by the disbursing officer.

**(c) SALE AND OTHER TAXES**

Sates tax, turnover tax or any other tax shall also be deducted from the bills of the contractor if so directed by the authorities concerned.

**(d) LOCAL LAWS AND LEVIES**

The contractor shall comply with the proper bylaws 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.

**(e) DAILY PAYMENT IN EMERGENCY**

In case of emergency, the contractor shall be required to pay his labor every day and in case of default, the requisite payment shall be made by the S.G.P.C and the amount shall be recovered form the contractor.

**Clause-30 VARITION IN PRICES**

To compensate for the general rise or fall in prices of labor and material (excluding the materials supplied at fixed rates by the department in accordance with clause 10) the contractor's payment shall be adjusted for such increase or decrease as per provision detailed below subject to the condition that compensation escalation in price shall be available only for work done during the stipulated period of the contract including such period for which the contract is validity extended under the provisions of clause 5 of the contract without any action under clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is six month or less.

The amount certified in each payment certificates shall be adjusted by applying the respective price adjustment factor to the net amount due for payment after recovery of material issued at fixed rates. Exhibited the

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“Notice Inviting Tender” as under:

$P = 0.35 + 0.65 \times IM$

10

P is the adjustment factor for the portion of the contract price. I m is the office whole-sale price index published by the Ministry of Economics affairs at the end of the calendar month prior to preparation of the bill. To is the office whole sale price index published by the ministry of economic affairs at the end of the calendar month previous to the one in which the bids comprising the contract were received. If the value of the index is changed or amended after it has been used in a calculation for a particular payment, a correction shall be applied and an adjustment made in the next payment certificates. The index value is deemed to take into account of variation in price. The contractor shall furnish documentary evidence of the whole-sale price index from time to time to facilitate calculations for variation in prices.

(a) No escalation is to be paid for the work done in first 6 months irrespective of the time period specified. Escalation is to be paid after six months.

(b) Last date of tender for the purpose of escalation will be reckoned as the date on which final financial bid is submitted or rate negotiated whichever ever is later, effect of equalized condition is submitted.

#### **Caluse-31 (a) TECHNICAL STAFF**

The contractor shall employ the following technical construction staff on whole time basis during the execution of work and shall submit names and attendance certificates on the 10<sup>th</sup> of each calendar month.

(i) One graduate Engineer having relevant experience of not less than three years for works amounting to more than Rs.50.00 lacs,

(ii) One graduate Engineer or qualified diploma holder having relevant experience of not less than three years for works amounting up to Rs.50.00 lacs, The technical staff shall be available at site at all times, In case the contractor fails to employ the above minimum technical staff or fails to submit the name and attendance certificate of such staff, recovery shall be made from his bills at the rate of twice the average pay of the corresponding staff working with the public work department

#### **Clause- 31 (a) CONSULTANTS FOR QUALITY CONTROL**

It is expected that every contractor will have proper quality control staff and Procedures in order to ensure quality, they are also expected to improve their procedure in line with I.S.O. 900 and get the certification. For all work amounting to more than Rs.2.00 crore the contractor shall engage a competent and independent quality control consultant as approved by SE in charge of works. To exercise effective control over the construction operations in the field so as to produce quality work. The contractor shall be set up at site of work and trained staff shall be employed by the said consultant. The contractor shall supply to the Engineer-in-charge a copy of his agreement and fee for quality control should generally be between 0.5% and 1.5% of the contract value payment to the quality control consultant shall be made by the Engineer-in-charge direct as per the copy of the agreement supplied by contractor. This payment will be recoverable from the contractor. The consultant will guide the contractor for production of quality work at all stages and shall maintain records reports and test results so as to indicate the extent of quality achieved. The contractor shall also attach a copy of these reports, tests and checks with his bill without which no payment shall be made. The Engineer-in-charge can also order the change of consultant if in his opinion they are not performing competently. The Engineer-in-charge will be free to conduct surprise, random or in situ checks so as to have cross check on quality. In case the contractor fails to employ for the whole or part of the period of execution a quality control consultant, the Engineer-in-charge may order out the quality control checks and a deduction at the rate of 1.5% of total cost of the work shall be deducted from the of the contractor even if the actual expenditure incurred on private consultant or departmental quality control is less, Nothing in this clause shall reduce the overall responsibility of the contractor regarding quality and he shall remain liable for any defect in the execution.

#### **(b) PERFORMANCE TEST**

The contractor shall give a satisfactory performance test of the entire Installation as per standard specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for his test. 31(c) for the projects of contract value of Rs.3 Crore and above, the Chief Engineer (Employer) will appoint one independent quality assurance consultant (IQAC) who will conduct 25% quality control tests independently during the execution of work and give the reports to the employer. The IQAC shall act independently as per the terms and conditions approved by the chief Engineer and shall be paid by the Department out of the quality control charges of works. The IQAC shall use the material, manpower and the laboratory of the Contractor and the Contractor shall extend his full cooperation to the IQAC in fulfillment of the testing to be done by the latter. Nothing extra shall be payable to the Contractor in this regard.

(d) 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.

(e) The client/S.G.P.C /Employer shall be at liberty to instruct any independent Quality Control Consultants or Director, Quality Control Cell, Chandigarh to conduct tests during the execution of the work to ensure the quality of the work being executed by the Contractor.

(f) Nothing in this clause shall reduce the overall responsibility of the Contractor regarding quality and he shall remain liable for any defect in execution

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**Caluse-32 ACTS OF GOD**

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

**Clause-33 JURISDICTION**

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

**Clause-34**

The terms and conditions of the agreement have been explained to me/us and certify that I/ we clearly understand.

**ANNEXURE-1  
(SEE CLAUSE)**

List of essential equipment and machinery to be arranged by the contractor free of cost.....

(a) For Construction

- 1. Steel shuttering..... .Sqm
- 2. Concrete mixer with hoppers ..... Nos
- 3. Concrete vibrators ..... Nos
- 4. Pump sets ..... .Nos
- 5. G.I. pipe line with specials ..... .Nos
- 6. Flexible pipe line ..... .Nos
- 7. Theodollte ..... .meters
- 8. Dumpy level with leveling staves .. .....meters
- 9. Plane table set ..... .No

(b) For Field Laboratory

- 1. Compression testing machine ..... .No
- 2. Concrets cube moulds 150x250x150 mm ..... .No
- 3. Slump cones ..... .No
- 4. Graduated Cylinder ..... .No
- 5. Set of sieves for coarse aggregate (40,20,10&4.75) mm ..... .sets
- 6. set of sieves for fine aggregate (10,4,15,2,36,1.18) mm & 600,300,150 micron ..... .sets.
- 7. Welghing scale (Pan type) with welgts ..... .Nos
- 8. Core-cutters for sell with accessories ..... .Nos
- 9. Electronic Moisture meter for timber ..... .Nos
- 10. Latest B.I.S. codes for wood work, flooring masonry marble  
Flooring concrete work, aggregates  
And other important items .....

**CONTRACTOR**

**WITNESS**

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A FORM OF PERFORMANCE BANK GUARANTEE

To

Name of Employer .....
Address of Employer .....
WHEREAS (Name and Address of contractor) .....
(hereinafter called "the contractor") has undertaken in pursuance of Contract No ..... Dated
..... to execute ( Name of contract and brief description of Work)
..... Called "the contract.

AND WHEREAS It has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract:

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the contractor up to a total of amount of guarantee ..... (in words)
..... we undertake to pay you upon your first written demand and without cavil or argument any sum or sums within the limits of amount of guarantee
..... 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 modifications of the terms of the contractors or of the work to be performed hereunder or any or 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 wave notice of Andy such change, addition or midi fiction.

This quarantine is valid until the date ..... Moths after the issuing of the maintenance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR .....

Name of Bank .....
Address .....
Date.....

ANNEXURE – D
ITEM NO – 5

(Para 27.4 of P.W.D. specification 1963)

On the completion of any work whether executed on through rates, labor rates or Departmental labor consumptionstatement shall be prepared for such materials as have Been issued by Shiromani Gurdwara ParbandhakCommittee , in order to determine the excess or short consumption of materials, the actual quantities issued to the work shall be compared with the theoretical worked out quantities on the basis of consumption factor given in chapter 27 of common schedule of rates. The consumption of materials for different them will normally, confirm to the quantities given in that chapter. However if there is any excess or short consumption of materials, the following procedure should be adopted unless otherwise specified.

(a) For excess consumption of material.

No action shall be taken if the actual consumption does not exceed the theoretical consumption beyond the percentage decaled below:-

- (i) For works costing up to Rs. 2 lacs 5% of total theoretical quantity.
(ii) For works costing form Rs. 2 lacs to 5 lacs 4% -do-
(iii) For works costing more Rs. 5 lacs 3% -do-

This variation will not be taken as mater of routine and will have to properly justified in each case by Engineer-in-large. If the actual consumption exceeds the theoretical consumption by more than the permissible limits given above, recovery shall be made for the excessive consumption of material beond the permissible times detailed above at penal rate provided in the contract from the contractors and disciplinary action may be taken against the departmental officials, as the case may be where the excess consumption in the opinion of Executive Engineer is substantially high, he shall bring such case to the notice of superintending Engineer for further action whose decision in all such cases will be final.

(b) For short consumption of materials

Where the actual consumption of materials is short by percentage detailed below or less, no action shall be taken when the work is executed on the labor rate departmentally.

- (i) For works costing upto Rs. 2 lacs 5% of total theoretical quantity
(ii) For works costing form Rs. 2 lacs to 5 lacs 4% -do-
(iii) For works costing more than Rs. 5 lacs 3% -do-

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This variation will not taken as matter of routine and will have to be property justified in each case by the Engineer-charge, where the work is done on through rate basis. The recovery of costs of materials, thus saved shall be made from the contractor at the issue rate. When the consumption of material is short by more than the permissible percentage detailed above and the work, is being done on through rate basis, the rates of the items shall be reduced or where it is not possible to determine the exact item on which short material has been used. The cost of the materials shall be recovered from contractor at issue rates up to permissible limits and at penal totes there after provided in the contract. When the work is done departmentally or on labor rates and the consumption is short by more than the permissible percentage detailed above, the Executive Engineer shall investigate the cause of such short consumption and shall bring to the notice of the superintending engineer, all such cases, for such action against default in S.G.P.C official and contractors as he may deem fit. The decision of the superintending Engineer in this matter shall be final. It shall also be determined whether the stability of structure is affected adversely by short consumption of materials and in case where it is likely to be so. The work shall be rejected. The decision of the Superintending Engineer in this regard shall be final.

(c) For major projects involving weigh batching actual variation will be ascertained and fixed by project authorities.

(d) The cost of work shall be considered as based on C.S.R. 1987 without any ceiling premium.

**ANNEXURE-E**

**SCHEDULE OF MATERIALS**

All the material like Bitumen cement steel and Hume pipes etc. are to be arranged the agency himself and payment for these items shall be based on documentary evidence based on invoices from the approved agencies as per chart given below:-

**MATERIAL BRAND CHART**

- 1. Cement PPC/OPC 43 grade of Vikram / Shree/J.K/ Make and any with the approval of concerned Engineer in charge.
- 2. Steel FE 415 Grade CTD or TMT bars of R.N.L/TATA/SAIL/TISCO confirming of IS 1786
- 3. Bitumen 80/100 60/70 Confirming to IS.73 emulsion R.S (S.S) Confirming to IS 8887 and CRMB-55 Modified bitumen from OC/HPCL/BPCL Confirming to IRC SP-53 Hume pipes NP3 with ISI mark with the approval of Engineer-in-charge.
- 5. Any other item With the approval of Engineer in charge.

Note:

1. The Department will be liberty to take samples from such material and get tested from an approved laboratory and the cost of conducted and the material shall be allowed to be consumed only if these tests conducted are in order. As all the material are to be arranged by the contractor. The relevant clause in the agreement /DNIT relating to stores to be issued by the department will not be applicable.

**2. For recovery purpose the world issue rate be taken as follows:**

- 1. (a)Cement OPC Rs..... per bag of 50 kg.  
 (b) Cement PPC Rs..... per bag of 50 kg
- 2. Steel 1.Tor Steel (all sizes) Rs..... Per MT  
 2.Structrual Steel Rs..... Per MT
- 3. BITUMEN (Rs. ....+.....% E.D. +.....% CST +.....%ST)  
 + Carriage to site of work  
 @ Rs. ....per K.M. per MT of RTD.  
 +10% Conractor's profit.

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**ADDITIONAL CONDITIONS  
CHANGES IN COST OF BITUMEN**

Clause -1	increase or decrease of cost	There shall be added to or deducted from the Contract price such sum in respect of rise or fall in the cost of bitumen affecting the cost of the execution of work as may be determined by the Engineer-in-charge.
Clause- 2	Base and current prices.	The base cost price shall be those ruling at the time of approving bidding documents (Displayed on Sr. page No.21 of DNIT )Current prices shall be those mentioned in the actual invoice of bitumen to be produced by the contractor during the period to which a running bill is related.
Clause-3	(A)Price adjustment	The price adjustment shall be the amount pay able to the contractor valued at base cost price and current prices in the running bill prepared by the Engineer, pursuant to clause-1 here of shall be adjusted in respect of rise or fall in the cost of bitumen .
	(B)	To the extent of compensation to cover the contingency for rise or fall of cost of bitumen to be consumed in bulk quantity or otherwise mentioned in the tender document.
	(C)	The price adjustment shall be evaluated for the relevant rate of each running bill approved by the Engineer-in-Charge pursuant to clause-1 using the weightage related to the current and base cost price.
Clause- 4	Adjustable amount	The adjustable amount shall be the difference between the amounts which in the opinion of the Engineer shall be due to the contractor in pursuant clause- 1 and the amount in respect to bitumen in the running bill.
Clause- 5	Limit of price adjustment	Provided that in determining price adjustment of bitumen in accordance with aforesaid clause:-No account will be taken of any amount by which any cost incurred by the contractor has been increased by default or negligence of the contractor.

**ADDITIONAL CONDITIONS**

1. If the tenderer withdraws or modifies his tender within 90 days (Ninety days) from the date of opening the tenders his earnest money shall stand forfeited by the S.G.P.C and he is liable to be blacklisted.
2. Tenders without earnest money or received telegraphically without the proper form will not be entertained.
3. Cheques will not be accepted as earnest money. Tenders without earnest money or earnest money other than in the form of Treasury Challan. Deposit at calls, Receipt FDR/of Scheduled Bank, National Saving Certificate and Government securities duly pledged with the Executive Engineer are liable to be rejected.
4. The Contractor shall not be entitled to any payment on account of work done till he signs the agreement and the same is accepted by the Engineer-in-charge.
5. Right is reserved without impairing the contract, to order the performance of any work, or clause not contemplated in the tender as may be considered necessary to complete fully and satisfactorily the structures included in the contract. Such extra work will be done by the contractor and he will be compensated @ the rates to be agreed with the department if they are not covered by the common schedule of rates for Zone 'A' and Zone 'B'
6. The Contractor shall produce at his own cost and expense all labour, materials etc. Necessary for layout and checking up of any portion of the work whenever required by the Engineer, Incharge or his staff and nothing extra shall be paid for any and all labour or materials required
7. No pits shall be dug by contractor near the site of the work for taking earth for use on the work. In case of default, the pits so dug will be filled in by the department at the cost of contractor.

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8. The rates quoted in the common schedule of rates and the schedule of work attached with the notice inviting Tender are for complete work in all respects and include carriage of materials, royalty, Ontario and other taxes

9. The royalty and other taxes if any shall be paid by the contractor direct to the respective department in accordance with their rule and regulations in force time to time without intervention or the Punjab Public Work Department.

10. Nothing extra shall be paid for any lead or lift unless otherwise specified for any material required for the work directly or Indirectly.

11. Security shall not be refunded till after 3 months of completion of the work i.e. 3 months after the work has been finally measured by the Engineer-in-charge.

12. The contractor shall be responsible for loss or damage to any material issued to him by the department from any cause what so ever, in case of material Such as Bitumen (or any other commodity) issued to the contractor by the Engineer –in – charge for use directly in the aforesaid work or manufacture of materials required in connection with the work if any quantity not utilized for the purpose for which it is issued and as otherwise disposed actually by his or spoiled or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used, as per specifications herein stipulated or those fixed by the Engineer-in-charge the cost of such quantity of that material shall without prejudice to other right and remedies/available to S.G.P.C be recoverable from the contractor at double the rates at which it is agreed to be supplied to the contractor.

13. The contractor shall be responsible to provided to the satisfaction of the Engineer-in-charge at his own expense the following Amenities for the labor employed by him.

1) Suitable temporary hutting accommodations.

2) Trench license bathing enclosures and platform for men and women separately and their regular cleanliness.

3) Clean drinking water. In the events of his failure to provide any or all the above amenities the same shall be provide by the S.G.P.C and the cost there of shall be recovered from the contractor. Any dispute regarding the above point shall be settled by the Engineer-in-charge whose decision shall be final.

14. Actual quantities of completed and accepted work shall only be paid for.

15. The contractor shall at all times keep his authorized Engineer/agent stationed at the work who shall be available during working. Hours of the day .He shall be competent to- carry out instruction conveyed to him by the Engineer-in-charge or his authorized official without loss of time.

16. In every case in which by virtue of the provision of section twelve sub section (i) of the workman's compensation net one thousand nine hundred and twenty three, S.G.P.C is obliged to pay compensation to workman employed by the contractor in executor in execution of the work, S.G.P.C will recover from Contractors the amount of compensation. So paid and without prejudice of the said act, S.G.P.C shall be at liberty to recover such amount, laying with the Depts. the S.G.P.C to the Contractor whether under this contract or otherwise.

17. Contractor will be responsible for any loss of material damage done to unfinished work as a result or floods and acts of god. The S.G.P.C will not be responsible for any compensation as result of such damage, or loss to contractor and he shall be liable to set right such damages at his own cost to the satlwsfaction of Engineer-in-charge.

18. Over writing in tenders in strictly for bidden, correction if any must be properly initialed Tenders containing doubtful figures will be rejected.

19. The retired Officers of S.G.P.C services and all Engineer of Gazetted rank other gazettes officers employed in the S.G.P.C are required to obtain prior permission of the S.G.P.C if they seek employment as contractor or in connection with the execution of Public Works or as employees of such contractor within two years of their of their retirement , No person who is covered by those orders and has not obtained the necessary permission should take up any such employees if found be persons to whom these orders apply and he had not obtained the necessary permission.

20. The contractor shall make at his own cost all suitable arrangements i.e. to provide guard rail fencing, watch and ward, light for protection of the works as well as for ensuring the safety and convenience of the public.

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21. The contractor is not liberty to remove from the site of work without the written permission of the engineer-in-charge the materials which have been issued to him for use on the work.
22. The agency/Deptt. Will attach consumption and issue statement with each running bill to ascertain the correctness in consumption of material by the Divisional Office.
- 23 The firm will assist in filling up the Quality control Performa introduced by the quality control cell and the result there of will be attached with every Running Bill.
24. The material to be arranged by the contractor shall be strictly according to MORTH/I.R.C.Specifications.
25. The hot mix plant will be installed at a suitable point at the discretion of Contractor and nothing will be paid for land, rent electric connection etc.
- 26 The necessary test for thickness will be carried out as per MORTH/I.R.C specifications.
27. The contractor will depute qualified Engineer & J.E. and other Engineer staff for proper planning & ensuring quality to the work.
28. The contractor will submit time schedule/bar chart & get it approved from the concerned Engineer-in-charge for the completion of the work.
29. Detailed specification, terms and conditions can be seen in the office of the Executive Engineer or any working day.(9.00A.M. to 5.00 P.M.)
30. The weigh bridge will be arranged by the firm at his own cost and the firm will be responsible for arranging necessary certificate or correctness of Weight Bridge from the concerned department before use.
31. Traffic shall have to be regulated during day as well as at night time. The contractor will be responsible for any accidents or damages caused due to negligence to improper arrangements of traffic regulations. Nothing extra shall be payable on this account.
32. The contractor shall provide and maintain barricades, sing, lights and flagmen as necessary at either and of the reaches where work is in progress and at such intermediate points as desired by the Engineer-in-charge for the proper notification Of the construction area, in case no such precautions are taken by contractor, this shall be done by the department at his risk and cost.
33. Temporary Lanterns shall be Installed at all barricades during the hours or darkness and kept fit at the time during these hours.
34. The contractor shall restore in good condition at his own cost the damages caused during construction connected with the works to the existing structures such as bridges, culverts, parapets, retaining wall, electric poles, telephone lines, kilometer stones & water drains etc.
35. The entire work shall be carried out in close co-ordination with all the agencies. The contractor shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.
36. No work shall be done at night (7 P.M. to 7 A.M.) and no gazette holidays without the sanction obtained in writing form the Engineer –in-charge.
37. If the Executive Engineer is satisfied that the contractor have made a pool for giving tenders, the contractors concerned will be disallowed for giving tenders in future.
38. In case of emergency the contractor shall be required to pay his lab our every day and if this not done, the department make the requisite payment and recover the same from the contractor.
39. The Contractor shall have to keep in his possession a copy of Punjab P.W.D. specifications latest addition corrected up to date and MORTH specifications of road and bridge/works/I.R.C. latest edition corrected up to date and show to the Executive Engineer In charge on tendering day on demand falling which his tender is liable to be not received/opened.

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40. The Contractor shall provide protective foot wear, equipment to labor employed by him for the work,

41. If before the completion of work of Department the contractor the wants to take up the work of any other agency such as M.S/Municipal Corporation etc, written permission of Executive liable to be black listed.

42. If any material/quality is found short on checking of the incomplete/completed work at any time the shortage so worked out shall be recoverable form the Contractual Agency against, any type of payment due form the Department within the Division or any other Division against any work or on any other account. If there is no such payment due from the Department, the contractual Agency shall be bound to deposit the amount so worked out as shortage by the Department on the basis of checking carried out as above.

43. If any condition given in the tender is contrary to the D.N.I.T. provisions, the contractor is liable to be debarred/ black listed for tendering in future.

#### **FAIR WAGES CLAUSE**

The FAIR WAGES CLAUSE should invariably be inserted in all notices and conditions of contract forms used in the Department.

a. The contractor shall not pay less then fair wage to laborers engaged by him on the work

**EXPLANTION:-** FAIR WAGE means wage whether for time or piece work notified at the time of inviting tenders forthe work and where such wages have not been notified, the wages prescribed by the Public Works Department, Buildings and Roads Branch, Punjab, for the district in which the work is done.

b. The contractor shall not with standing the provision of any agreement to the contrary cause to be paid fair wage to laborers indirectly engaged on the work, Including any lab our engaged by his sub-contractors in connection with said work if the laborers had been directly employed by him.

c. In respect of all labor directly or indirectly employed on the works for the performance of the contractor's part of the agreement, the contractor shall comply with or cause to be complied with the Punjab P.W.D. contractor's labour regulations made by S.G.P.C from time to time in regard to payment of wages, wage period, deductions unauthorized made, maintenance of wage book, wage slip publication of wages and other terms of employment, inspection and submission of periodical returns and all matter of a like nature.

d. The Executive Engineer or Sub- Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of no fulfillment of the conditions of the contract for the benefit of the workers, non- payment of wages, which are not justified by the terms of the contract for non-observance of the regulations referred to in clause (c) above.

e. Visa-vis the S.G.P.C, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.

**1. Short Title-** These regulations may be called Punjab (1) Shiromani Gurdwara Parbandhak Committee contractor's Regulations.

**2. Definitions:-** In the regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning here by assigned to them respectively, and is to say:-

(1) "Labour" mean workers employed by Punjab (2) Shiromani Gurdwara Parbandhak Committee/  
Contr

actor directly, or indirectly, through a sub-contractor or other person or by an agent on his behalf.

(ii) "Fair Wages" mean wages whether for time or piece work notified at the time of inviting tender of the work and where such wages have not been so notified the wages prescribed by the Punjab (i) Shiromani Gurdwara Parbandhak Committee for the District in which the work is done.

(iii) "Contractor" shall include every person whither a subcontractor or headman or agent, employing labour on the work taken on contract,

(iv) "Wages" shall have the same meaning as defined in the payment of wages Act 1936 and include time and piece rate wages.

**3. DISPLAY OF NOTICE REGARDING WAGES ETC:-** The contractor shall before he commence his work on contract, display, correctly maintain and continue to display and correctly maintain, in a clean and legible condition in conspicuous place on the work notice in English and in the local Indian Language spoken by the majority of the workers giving the fair wages notified or prescribed by the Shiromani Gurdwara Parbandhak Committee and the hours or work for which such wages are earned.

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- 4. PAYMENT OF WAGES:-** (1) Wages due to every workers shall be paid to him direct.  
(2) All wages shall be paid in current coin or currency or in both.

**5. FIXATION OF WAGE PERIODS:-**

- (I) The contractor shall fix wage periods in respect or which the wages be payable.  
(ii) No wages period shall exceed one month.  
(iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wages period in respect or which the wages are payable.  
(iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.  
(v) All payments of wages shall be made on a working day.

**6. WAGE BOOK AND WAGE SLIP ETC.**

- (I) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars:-  
(a) Rate of daily or monthly wages.  
(b) Nature of work on which employed.  
(c) Total number of days worked during each wage period.  
(d) Total amount payable for the work during each wage period.  
(e) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.  
(f) wages actually paid for each wage period.

- (ii) The contractor shall also maintain a wages slip for which worker employed on the work  
(ii) The authority competent to accept the contract may grant an exemption form the maintenance of wage book and wage slip to a contractor who in his opinion may be directly or indirectly employ more than 100 persons on the work.

**7. Fines and deductions which may be made from wages**

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following:-  
(a) Fines.  
(b) Deduction for absence from duty I.e. from the places or place where by the terms of his employment he is required to work, The amount of deduction shall be proportion to the period for which he was absent.  
(c) Deduction for damage to or loss of good expressly entrusted to employed person for custody. Or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.  
(d) Any other deduction which the P.W.D. may from time allow.  
(2) No fine shall be imposed on worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.  
(3) The total amount of time which may be imposed in any one wage period on a worker shall not exceed an amount equal to half an Anna in a rupee of the wages payable to him respect of that wage period.  
(4) No imposed on any worker shall be recovered form him by installment, or after the expiry of 60 days from the date on which it was imposed.

**8. Register of fine etc.**

- (1) The contractor shall maintain a register of times and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.  
(2) The contractor shall maintain a list in English & in the local Indian language clerly defining acts and omission for which penalty of fine can be imposed. He shall display such list and maintain it in clean and legible condition in conspicuous places on the work.

**9. Preservation of Books, the wage book.**

The wages slips and the register of deduction required to be maintained under these regulation shall be preserved for 12 month after the date of the last entry made in them.

**10. Power of Labour Welfare Officers to make investigation or enquiry:-**

The labour welfare officer or any other person authoress by the Punjab (1) Government on their behalf shall have power to make to make enquires with a view to ascertaining and enforcing due and proper observance of the wage clause and provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

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**11. Report of labour Welfare Officer,** or any other person authorized as aforesaid shall submit a report of the results of his investigations or enquiry to the Executive Engineer concerned indicating the extend, if any to which the default has been committed and amount or fine recoverable in respect of the acts of commission and omission of the labour with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the laborers concerned.

**12. Appeal against the decision of Labour Welfare Officer:-** Any aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner. But subject to such appeal, the decision of the officer shall be final and binding upon the contractor. A .no party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceeding under these regulations.

**13. Inspections of register:-** The contractors shall allow inspection of the wage book and wage slip to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other person authorized by the S.G.P.C on his behalf.

**14. Submission of return:-** The contractor shall submit periodical returns as may be specified form time to time.

**15. Amendments:-** The S.G.P.C may , form time to time, add or amend these, regulation and on any question as to the application, interpretation or effect of these, regulations the decision of the Labour Commissioner to Punjab (1) Government or any other person authorized by the Punjab (1) Government in that behalf shall be final.

#### **GENERAL CONDITIONS**

1. Work will be carried out strictly in accordance with MORT& / . Punjab P.W.D specifications, 1963 edition corrected upto date to the entire satisfaction of the Engineer-in-charge.

2. The payment of earth work shall be made on the basis of cross sections which should be signed by the tenderer or before commencement of work.

3. The final X-Sections shall be measured in the presence of the tenderer and signed in token of acceptance on completion of work

4. The quality an amount of work can be increased or decreased according to the actual requirement of the Engineer-in-Charge.

5. The rate quoted by the contractor shall include the cost of loading/unloading and all leads and lifts involved.

6. First layer of earth will be rolled with road roller before laying lInd layer. As per MORT&H specifications.

7. No conditional tender will be entertained.

8. Any omission in the rate and units can be rectified as per common schedule of rates 1st edition, 1987.

9. Nothing extra shall be paid for damages due to rains, flood war or any other act of God.

10. The rate quoted by the contractor shall be inclusive of sales tax, etc. No sales tax or any other tax will be paid by the Deptt.

11. Any agenda issue on C.S.R from time to will be applicable for measurements and payments.

12. The Engineer-in-Charge may also get the quantity of material received recorded on measurement before consolidation & also get the consolidation done afterwards.

**CONTRACTOR**

**WITNESS**

**EXECUTIVE ENGINEER**



**ANNEXURE-II**

LABORATORY EQUIPMENT: for purpose of establishing laboratory the minimum equipment that should be available is detailed below.

**GENERAL**

1. Electrically operated oven(Thermostatically controlled)
2. Platform balance (300 kg. capacity)
3. Balance (20 kg. Capacity-Self indicating type)
4. Electronic balance(0.5 kg. capacity with 0.5 gm accuracy)
5. water bath (Electrically operated and thermostatically controlled )
6. Thermometers –
  - \* Mercury in glass type range 00-2500 C: 00-400C
  - \* Mercury in glass type (80cm stem) of range upto 2500C
7. Gas cylinder with burner.
8. Glassware, spatulas, wire gauzes, steel scales, measuring tape, casseroles, karanis, enameled trays of assorted sizes, pestle-morter, porcelain, ginny bangs, plastic bags, chemicals, digging tools like pickaxes, shovels, etc.
9. set of IS sieves with lid and pan for road works  
Coarse Aggregate: 450mm diameter sieves-  
125,90,75,63,53,45,37,5,31,26,5,22,4,19,16.5,13.2,11,2.9,5,6,7,5,6, and 4.75mm.  
Fine Aggregate: 220mm diameter sieves- 4.75,2.36,2.0,1.18,710p,600p,425p,355p,300p,180p,150p,90p, and 75p
- 10 Water testing kit.
- 11 First aid box.
- 12 Physical Balance.

**FOR SOILS AND AGGREGATES**

1. Riffle Sample Divider, for soils & Aggregate.
2. Atterberg limits (liquid and plastic limits) determination apparatus, A
3. Compaction Test Equipment 4.89 kg. remmers(Heavy compactive efforts)
4. Density by sand replacement method-Apparatus both Small & big size.
5. Speedy Moisture Meter complete with chemicals.
6. Core cutter apparatus 10cm dia, 10/15 cm height, complete with doly, rammer etc.
7. Aggregate impact Value Test apparatus.
8. Flakiness and Elongation Test Gauges.
9. Standard measures of 30, 15 and 3 liters capacity along with standard tamping rod.
10. CBR testing machine with accessories and CBR moulds & CBR Core cutter. As per IS720-Part-XVI.
11. Field CBR test equipment as approved by CRRI.

**FOR BITUMEN AND BITUMINOUS MIXES**

1. Penetrometer automatic type adjustable weighing arrangement & needless as per ISI203-1958.
2. Riffle box-small size.
3. centrifuge type bitumen extractor, electric operated, complete with petrol/commercial benzene.
4. Marshall stability test apparatus, complete with all accessories as per ASTM-1559-62.
5. Field density sand replacement apparatus with cutting tray. Chisel, hammer, and slandered sand.
6. 3m straight edge Section 4" \* 134"/
7. Camber Templates.
8. core cutting machine with 10cm dia diamond cutting edge.
9. Vacuum pump and 3 specific gravity bottles !
10. Ductility Test apparatus for Bitumen.
11. Laboratory mixture for Bitumen mixes of 0.02 cum capacity electrically operated fitted with heating jacket.
12. test trays for checking Primer/Tack coats.
13. Hubbard-Filed stability test apparatus complete.
14. softening point/Ring and Ball Apparatus.

**CONTRACTOR****WITNESS****EXECUTIVE ENGINEER**

**Shiromani Gurdwara Parbandhak Committee**  
**Teja Singh Samundri Hall, Sri Amritsar**

**Rate Coated as per Scheduled of Rates U.P.**

Rate:-

If Above then indicate the percentage

{In Figure} \_\_\_\_\_

{In Words} \_\_\_\_\_

If Below then indicate the percentage

{In Figure} \_\_\_\_\_

{In Words} \_\_\_\_\_

If At par then indicate

{In Figure} \_\_\_\_\_

{In Words} \_\_\_\_\_

N.S. ITEM:- As approved by the Secretary, SGPC based on prevailing market rates at the time of execution.

Contractor Signature with Stamp