

## **SECTION I: TENDERING & CONTRACT AGREEMENT**

### **1.1 SUBMISSION OF TENDERS:**

Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The Contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract here in contained.

The following instructions must be carefully observed by all Tenderers. Quotations/tenders not strictly in accordance with these instructions will be liable to be rejected; Failure to comply with any of these instructions or to offer explanations for non-compliance is likely to render effective comparison of the tender as a whole impossible and may lead to rejection of an otherwise apparently lowest offer.

- i) The tender must be completed in all respects.
- ii) Conditional tenders, telegraphic, through telex, fax tenders, tenders not on prescribed forms or tenders without earnest money in the required shape shall not be accepted.

### **1.2 TENDERS TO BE INVALIDATED**

The tenders must be complete in all respects. Conditional, incomplete tender will not be accepted.

### **1.3 INSPECTION OF SITE BY THE TENDERERS**

Tenderers should inspect the site and examine and obtain all information required and satisfy himself regarding all matters and things before submission of his tender such as.

- i) Whether any existing access to the site is available on the Highway, its suitability for transporting his equipment and the extent of maintenance required to keep it into a serviceable condition.
- ii) The type and extent of access roads to be provided by the contractor including its maintenance for the transportation of equipment.
- iii) The type of number and equipment and facilities required for the satisfactory completion of work, the quantities of various sections of the work, the availability of local labour, availability and rates of materials, local working conditions, extreme weather conditions, uncertainties of weather, obstructions and hindrances that may arise etc, all which may effect the work or cost thereof.

### **1.4 SIGNING OF THE TENDERERS**

Tender shall be signed by the owner or person holding power of attorney by him to do so. Necessary documents in thereof should be enclosed with bid at the time of submission, failing which tender may not be considered.

**1.5 EARNEST MONEY.**

Earnest money shall be 2% of tender value with minimum of Rs.5000/- whichever is higher. Earnest money shall be nil for work order below Rs.50,000/- as per Works Regulations.

**TENDER TO CONFORM TO SPECIFICATIONS.**

Tender which proposes any alteration in the work specified in the Tender specification, or in time allowed for carrying out the work or which contains any other terms & conditions of any sort will be liable to rejection.

**1.6 RATES TO INCLUDE EVERYTHING NECESSARY**

- a) Prices and rates quoted shall include cost of all material charges for labour including all leads and lifts, tools, plant, mobilizing and demobilizing equipment, consumables such as but not limited to fuels, lubricants, electrodes, acetylene, etc, fixtures, settings out, transport charges, royalties and any levies payable on all transactions necessary for due performance of work under this contract. Quoted rates shall take into account all the above and everything else necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances. However, escalation owing to increase in basic prices of material, labour and taxes/duties shall be payable as stipulated in price variation clause. The GST (as applicable from time to time) will be paid by PSTCL to the firm/contractor who will deposit the same with the concerned department. The contractor/firm will submit the copy of the deposit slip to the Divisional Office.
- b) The unit rates quoted shall take into account details of construction which are obviously and fairly intended, and which may not have been specifically referred to in these documents but are essential for the satisfactory completion of work.
- c) Rates quoted by Bidder for all items of work shall remain firm irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities and rates and upto +35% variation in the contract price.
- d) Tenderer shall furnish percentage extra /rebate over the contract price in excess of +35% variation allowed and in case Tenderer does not specify the percentage extra /rebate in his offer, the quoted price shall be deemed remain unaltered for any variation beyond +35% also.
- e) The rate quoted shall be good for all shapes and sizes of members whether or not shown in Tender drawings issue along with the specification.
- f) The rates quoted shall be good for works below or above ground level, irrespective of elevations unless separate rates are called for different elevations.

- g) The rates quoted by the Bidder shall remain unaltered for the use of any type of cement such as Portland Pozzalana or Ordinary Portland etc, Supplied by the Board.
- h) The rate quoted by the Bidders shall include any straightening of raw steel, coiled sheets etc, prior to use on the works.

**1.8 PRICE VARIATIONS- DELETED**

**1.9 ALL CUTTING/ CORRECTIONS TO BE INITALLED.**

**1.10 RIGHT TO REJECT ALL OR ANY TENDER:**

The officer inviting Tenders /Contracting Agency / PSTCL reserves the right to reject any or all the tenders /without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by tenderer in preparation of the tender.

**1.11 INCOME TAX CLEARNANCE CERTIFICATE - DELETED**

**1.12 VALIDITY OF TENDERS:**

The tenders as submitted should be valid for acceptance for at least 120 days from the date of opening of tenders, unless specified otherwise.

**1.13 SOLVENCY CERTIFICATE**

Every tenderer shall produce along with his tender a solvency certificate, from a scheduled Bank. If he fails to produce such a certificate, his tender may not be considered .The detail of solvency certificate requirement is as under:-

- i) The minimum amount of solvency certificate (in lacs) will be worked out by dividing, the tendered cost (in Lacs) with completion period (in months) of work.
- ii) The solvency certificate will be considered up to 1 year period from its issue to date of opening of tender.

**1.14 POST TENDER MODIFICATIONS:**

No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by PSTCL .The earnest money of any bidder who modifies after opening, without any specific reference from PSTCL shall be forfeited without any further reference to the bidder and he shall be liable for further action like suspension of business dealings / blacklisting.

**1.15 PATENT RIGHTS:**

The contractor shall fully indemnify PSTCL or the officer –in-charge against any action, claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respects of any article /or part there of included in the contract.

In the event of any claim made or action brought against PSTCL officer-in – charge in respect of the matters aforesaid the contractor shall immediately be notified there of for taking necessary action provided that

payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by PSTCL but the contractor shall pay any royalties payable in respect of any such use.

**1.16 OCTROI AND OTHER DUTIES - DELETED**

**1.17 ROYALTIES**

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the contractor may be allowed to remove from quarries situated on land which is in charge of the PSTCL authorities.

**1.18 PLANT & EQUIPMENT**

- i) The contractor, shall at his own expense supply all tools, plant & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in tender documents/contract agreement which subject to their availability may be hired from PSTCL to the contractor or issued free for use in the execution of the work, as specified in the tender documents.
- ii) The details of plant, equipment & machinery available with the tenderer in working order for deployment on the work shall be submitted along with relevant information on the capability, financial resources and experience about himself.

**1.19 SPLITTING OF WORK**

**1.19.1** The owner reserves the right to split up the work in the scope of this contract among more than one contractors at the stage of initial award of contract or during the progress of work due to unsatisfactory progress of work by the Contractor. The owner will not entertain any claim from any contractor as a result of such splitting up. The owner also reserves the right to exclude/include any items of work from/into scope of the contract during the progress of work due to any reason whatsoever.

**1.19.2** The owner also reserves the right to inject labour, T&P and materials at Contractor's cost at any stage of work and also to inject labour in case law and order situation deteriorates in the region due to which contractors labour leaves the site or the progress is not commensurate with the committed schedule fixed by the Engineer-in-charge for achieving target for completion of any activity or part thereof and recover cost, thereof from bills of the contractor and or security deposit and the contractor will not have any right to object.

**1.20 BID-CONSTRUCTION DRAWINGS:**

**1.20.1** All drawings submitted by the contractor including those submitted at the time of Bid shall be in sufficient detail to indicate the type, size, arrangement, weight of each component, breakdown for packing and shipment, external connections, fixing arrangements required, dimensions required for installation and interconnection with other equipment and any other information specifically requested.

- 1.20.2** The list of drawings given in the Tender documents are intended only to convey to the Tenderer a general idea of the type & extent of work involved. As such they are indicative for the tender purposes only. The construction drawings shall be issued to the contractor progressively after the award of contract to suit work/project priorities. The construction designs can also be revised due to any reason whatsoever before execution of the part of work. No claim will be entertained from the contractor for any such revision if the construction drawings are at variance from those issued for tender purpose and also due to any revision of the construction drawings issued before execution of that part of work.
- 1.20.3** It may be necessary for the contractor to modify his work program in consultation with **Addl. SE/ Sr. Executive Engineer** to be in line with the issue of construction drawings and to suit project requirements. Contractor will not be eligible for any extra claims or extension of time on this account.
- 1.20.4** In case of any conflict regarding interpretation of the intent or meaning of the specification or drawings, **Sr.Xen P&M civil mtc division , PSTCL,Jalandhar** shall be final and binding on the Contractor.

**1.21 OPENING OF TENDER & SIGNING OF CONTRACT AGREEMENT**

Sr. XEN/**Civil P&M Civil Mtc Division , PSTCL, Jalandhar** or his duly authorized representatives will open tenders on due date, time & place in the presence of any or all the tenderers or their authorized representative on the production of letter or authority, who may like to be present at the time of opening of the tender and they will append their signatures in the tender register in token of their presence.

In the event of Tender being accepted an intimation shall be given to the contractor who shall there upon attend office of **Sr.Xen P&M Civil mtc Division, PSTCL, Jalandhar** to sign copies of the specification and other documents to execute the contract agreement within 30 days of the issue of such intimation falling which acceptance of his tender shall be cancelled and earnest money forfeited. No payment will be released unless the agreement has been signed.

**SECTION II: GENERAL CONDITIONS OF CONTRACT**

**2.1 SCOPE OF CONTRACT:**

The contract comprises the planning, erection, completion and maintenance of the works and except, in as far as the contract otherwise provides the provisions of all labour, materials, supervision, storage, constructional plant, equipment, supplies transportation to or from the site, fuel, electricity, temporary works and every thing whether of a temporary or permanent nature required in and for such construction,

erection, completion, maintenance and handing over of the works except items specified to be furnished by the purchaser or others, all in accordance with the stipulations laid down in the contract and additional drawing as may be provided by the Engineer-in-charge during execution of the works.

Even though all the work and materials necessary to satisfactory completion of the works may not be detailed in the specifications and schedules, their costs will be considered to be with in the contract and no claim for extra charges will be accepted, provided always that there is no substantial revision in the specifications of the work in which the consequential changes in price shall be mutually agreed between the owner and the contractor.

## **2.2 SUPPLY OF PLANT MATERIAL AND LABOUR:**

Except where otherwise specified the contractor shall at his own expenses supply and provide all the T&P, temporary works, material, both for temporary and for permanent works, labour (including the supervision thereof ) transport to or from the site and in and about the works and other things of every kind required for the construction erection , completion and maintenance of works.

## **2.3 FIRE FIGHTING EQUIPMENT:**

Contractor shall provide and maintain adequate portable fire fighting equipment at the site during the performance of the contract to the satisfaction of the Engineer-in-charge and the local fire fighting authority. The work shall be executed in such a manner so as to minimize fire hazards.

## **2.4 WATER AND ELECTRICITY:**

- a) Contractor will make his own water supply arrangement for construction as well as drinking purposes by installing tubewells, jet pumps etc. and laying distribution pipes where ever required. No arrangement will be made by PSTCL for water supply.
- b) The contractor shall be given one single/ three phase connection for each location of building/area and contractor's site office/workshop/stores/yards free of cost viz. without levy of service connection and energy consumption charges including tariff and duties for supply of electricity for construction purpose. He shall make his own arrangement for further distribution. In case more than one connection is required due to exigencies of the work then number of such additional connection(s) will be decided by the Engineer-in-charge whose decision shall be final and binding.
- c) The interruptions/failure/shut-down in the supply of power cannot be ruled out. Failure of normal supply of power by shut-down or other unforeseen circumstances will not entitle the contractor to claim any damages or compensation or extension in construction period. The contractor at his own cost shall make his own alternative arrangements to meet the demands in case of power failure and to meet any exigency by providing adequate diesel operated machinery and as stand by in perfectly good working conditions. This is particularly essential with respect to dewatering. The contractor shall note that no payment whatsoever for running diesel operated machinery shall be made in lieu of cost free power supply ( if agreed to in the contract agreement)

## **2.5 SETTING OUT**

- a) Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the Contractor shall at his own cost rectify such error to the satisfaction of the engineer.
- b) Contractor shall provide all facilities instruments and attendance to Sr. Executive Engineer or his deputed representative to check his work. Instruments brought by contractor shall be in good working conditions, recently calibrated and are subject to approval by Sr. Executive Engineer .Checking in part or full of any setting out of any line or level by the Engineer shall not in any way relieve contractor of his responsibility for the correctness thereof.
- c) Contractor shall establish and maintain base lines and bench marks adjacent to the various section of work. All such marks and stakes must be carefully preserved by Contractor and in case of their destruction /dislocation by him, or any of his employees or otherwise, will be replaced at Contractor's expenses.

### **2.6.1 WORKS TO BE EXECUTED AS DRAWINGS, SPECIFICATION, ORDERS ETC:**

The Contractors shall execute the whole and every part of the work in strict accordance with the drawings and specifications The contractor shall also confirm exactly and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Addl. S.E/ Sr. Executive Engineer lodged in his office and /or supplied to the contractor.

### **2.6.2 ALTERATION IN DRAWING AND SPECIFICATION NOT TO INVALIDATE THE CONTRACT:**

The owner shall have power to make any alterations or omissions from any addition to or substitution for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Owner and such alterations, additions ,omission or substitution shall not invalidate the Contract . Any altered, additional or substituted work which the Contractor may be directed to do in the matter above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main works and at the same rates as are specified in the Tender for the main works.

## **2.7 DRAWING AND SPECIFICATION :**

- a) One set of the drawings & specifications and schedule of quantities shall be furnished by Engineer to Contractor. Such copies shall be kept on the works and Engineer and his representatives shall at all reasonable times have access to the same. They shall be returned to the Engineer by Contractor along with the final bill of the Contract.

- b) Matter shown either on the drawings or in the specifications shall be executed / furnished as if shown in both except where specific provision is made in the drawings superceding the specifications.

**2.8 GUARANTEE FOR PSTCL MATERIAL:**

The PSTCL will issue materials for use on works as detailed separately. The contractor shall furnish the PSTCL with a guarantee that material supplied by the PSTCL to the Contractor will be used exclusively for the work for which issued and for other auxiliary works such as construction of storage sheds , field offices, staff / labour quarters and warehouse, tool room etc. The contractor shall be responsible for the loss, destruction or deterioration of the material supplied to him by the PSTCL, even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as the materials so supplied were his property.

**2.9 BENCH MARKS:**

Permanent reference bench marks established and maintained by the PSTCL are available on or close to the Project site Contractor shall arrange to build and maintain at his cost any additional temporary bench marks that may be required by him to lay out lines levels etc., required for the completion of the work covered in the contract. The contractor shall also arrange at his cost for all necessary surveying leveling etc. to be carried out to standardize the co-ordinates and levels of these additional temporary bench marks with reference to the nearest of the permanent bench marks mentioned above. The responsibility for the accuracy of the temporary bench marks for any work carried out based on these bench marks lies entirely with the contractor.

**2.10 SITE FACILITIES BY CONTRACTOR:**

The contractor will be required to provide at his own cost all facilities for his office, warehouse, tool room change-room, labour huts or any other building-structure required to execute his work. However, material required for these infrastructures and available in Board's site store shall be made available to the contractor at the rates & terms mentioned in the specification.

**2.11 WORK TO PROCEED UN-INTERRUPTED:**

It shall be ensured by the contractor that work shall proceed un-interrupted even in the event of power failures. As such the contractor should install, diesel, generator for adequate capacity or provide adequate number of diesel operated machinery such as dewatering pumps, concrete mixers, diesel generator, vibrators, welding sets etc.

**2.12 NIGHT SHIFTS:**

The time of completion shall be deemed to exclude working during night shifts. However, Engineer may consider granting permission for working during night shifts if considered essential to complete the work in the stipulated time, on a specific request by a contractor. Night work shall not entitle the contractor to any extra payment. Where night work is in progress, sufficient lights shall be provided



by the contractor at his cost to safe-guard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated areas and underground open structures, shall be property barricaded and shall be provided with red lights to prevent accidental falls.

### **2.13 CONTRACTOR'S STAFF:**

Contractor shall have qualified Engineers and foremen /supervisors with adequate experience in execution of similar works at the site for satisfactory progress and completion of work as directed by Addl. S.E/ Sr. Executive Engineer. His site Engineer shall be responsible for all aspects of the works at the site and shall take instructions from Addl. S.E/ Sr. Executive Engineer and carryout his instructions. All temporary electrical installations shall be supervised by a qualified electrical supervisor of the contractor.

For work above Rs. 1.0 (one) crore at least the following staff shall be deployed by the contractor.

- |    |  |    |
|----|--|----|
| a) | Graduate Engineer with experience more than 10years:           |    |
| b) | Graduate Engineer with more than 3years experience             | :1 |
| c) | Supervisors Diploma Holder with experience more than 10 years. | 2  |
| d) | Supervisors Diploma Holder with experience more                | :2 |
| e) | Foremen With experience more than 10years                      | :2 |
| f) | Foremen With experience more than 3years                       | :2 |

If the contractor fails to deploy the above stated staff in full/ part there of to the satisfaction of Engineer-in- Charge, the Deptt. will have option to employ the full or part staff as mentioned above after serving 10 days notice to the contractor. The amount so paid towards the salary of the staff will be recovered from the contractor's due payments with the Department C.E./ TS will have full powers to employ and staff in full or part thereof required for the faithful execution of work.

### **2.14 PROTECTION OF WORK BY CONTRACTOR :**

During inclement weather or rain, contractor shall suspend concreting for such time as the Engineer may direct and shall protect from damage all works already in progress or completed just then. All such temporary protective measures shall be at contractor's cost and any damage to works shall be made good to the satisfaction of the Engineer by the Contractor at his own expense. Should the work be suspended by reason of strikes / riot by contractor's own employees or any other cause whatsoever except the pre-majeure conditions contractor shall take all precautions necessary for protection of works and make good at his own expense any damage arising from any of these causes.

### **2.15 CO- ORDINATION WITH OTHER AGENCIES :**

During the course of contractor's work, other works either by the board or by other contractors or by both simultaneously will be in progress with in the project area. Contractor is to make his best effort to work in harmony with others in the best over all interest of the project and its speedy construction and comply with Engineer's instructions in making alternative arrangements at any time for maintaining the work schedule at no extra cost to Board.

**2.16 ASSIGNMENT OR TRANSFER OF CONTRACT:**

The contractor shall not without the prior written approval of the Accepting Authority assign or transfer the contract or any part thereof or any share, or interest therein to any other person.

**2.17 SUB CONTRACT:**

The contractor shall not sublet any portion of the contract without the prior written approval of the Engineer.

**2.18 COMPLIANCE TO REGULATIONS AND BYE LAWS:**

The contractor shall conform to the provision of any statute in relation to the work and regulations and bye-laws of any local authority and of any Central /State department or Undertakings with whose system the work is prepared to be connected. He shall, before making any variation from the drawings or the specifications that may be necessitated for such connections, give the Engineer-in-Charge notice, specifying the variation proposed to be made and reasons thereof and shall not carry out any such variation until he has received instructions from the Engineer-in-Charge in

respect thereof, the contractor shall be bound to give notice required by statute Regulations or Bye-laws as aforesaid and to pay all fees and Taxes payable to any authority in respect thereof.

**2.19 CONTRACTOR TO REPORT ACCIDENT:**

In the event of occurrence of any accident at or near the site of work or in connection with execution of the work, report shall be made immediately by the contractor to the Engineer, giving full details of the accident. He shall also report such accident to all the competent authorities.

**2.20 REMOVAL OF CONTRACTOR'S PERSONS / WORKMEN :**

The contractor shall employ on the execution of the works only such persons as are skilled and experienced in their respective trades. The Engineer shall have full power at all times to object to the employment of any workmen, foreman or other employees on the work by the contractor and if the contractor shall receive notice in writing from the Engineer requesting the removal of any such men or man from the work, contractor is to comply with the request forthwith. No such workman, foreman or other employee after his removal from the work by request of the Engineer shall be re-employed or re-instated on the work by the contractor at any time except with the prior approval in writing of the Engineer. The contractor shall not be entitled to demand the reasons from the Engineer for requesting the removal of any such workman, foreman or other employee.

**2.21 WORK OPEN TO INSPECTION:**

All works under or in course of execution of executed in pursuance of the contractor shall at all times be open to the inspection and supervision of the Engineer-in-Charge /representative of Engineer and his subordinates and the contractor shall at all times during the usual working hours and all other times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the Contractor during which period either he

could be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agents shall be considered to have same force and effect as if they had been given to the contractor himself.

#### **2.22 NOTICE BEFORE WORK IS COVERED UP:**

The contractor shall give not less than 7 days notice in writing to the Sr. Executive Engineer 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 and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement any work with the consent in writing of Sr. Executive Engineer or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

#### **2.23 CONTRACTOR LIABLE FOR DAMAGE DONE:**

If the contractor or his work people or servants shall break, deface injure or destroy any part of a building if they may be working on any building, road, fence enclosures or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happens to the work, while in progress, from any cause whatsoever, the contractor shall make the same good at his own expense, or in default, the Engineer may cause the same to be made good by other workman, and deduct, the expenses for which the certificate of the Engineer shall be final, from any sums that may be at any time there after may become, due to the contractor, or from his security deposit or the proceeds of thereof, or of a sufficient portion thereof.

#### **2.24 CONTRACTOR'S SUPERVISION :**

The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an Engineer as his accredited agent, approved by the Engineer In charge, if the Contractor does not himself have sufficient knowledge or experience to be capable of receiving instructions or can not give his full attention to the work. The contractor or his agent shall be present at the site (s) and shall superintend the execution of work or work with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer In charge. Directions / instruction given by Engineer In charge to the Contractor's agent shall be considered to have the same force as if these had been given to the contractor himself.

If the contractor fails to appoint a suitable agent as directed by the Engineer In charge, the Engineer In charge shall have full powers to suspend the execution of work until such date as suitable agent is appointed by the contractor and takes over the supervision of the work. For any such suspension, the contractor shall be held responsible for delay caused to the work.

**2.25 CONTRACTOR TO SUUPPLY, PLANT, LADDERS, SCAFFOLDING AND SAFETY MEASURES ETC:**

The Contractor shall supply at his own cost all materials except such special materials, if any, as may be supplied from the Board's stores in accordance with the contract, plants tools, appliances, implements, ladders, cordage, tackle fuels, lubricants, gases, scaffolding and any temporary work etc. Which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contractor or referred in these conditions or not any which may be necessary for the purpose of satisfying or complying with the requirement of the Sr. Executive Engineer as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to

require together with carriage thereof to or from the work. The contractor shall also supply the requisite number of person with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

**2.26 WORK ON SUNDAYS/GAZETTED HOLIDAYS:**

No work shall be done on Sundays and gazetted holidays without the sanction in writing of the Sr. Executive Engineer/ Addl. S.E.

**2.27 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT: -**

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the workmen's compensation Act, 1923(VIII of 1923) hereinafter called the said Act for injuries caused to the workman. If such compensation is paid by the Board as principal under sub section (i) of Section 12 of the said Act on behalf of the contractor, it shall be recoverable by the Board from the contractor under sub-section (2) of the said section. The contractor shall pay such amount of the compensation on demand, failing which it will be recovered from him by deducting it from any sums that may be due or become due to contractor by the Board under the contract or otherwise.

**2.28 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OR TRANSFER OR SUB LETTING OF CONTRACT:**

The Accepting officer, without prejudice to any other right or remedy which shall accrue thereafter to PSEB, shall cancel the contract in any of the following cases :

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or purport to do so , or if any application be made any Bankruptcy Act for the time being in force the sequestration of Estate or if a trust deed be granted by him on behalf of his creditors:

Or

- b) Being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a receiver or Manager on behalf of debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a Receiver or Manger.

Or

- c) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors:

Or

- d) assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer.

Or

- e) Suffers an execution being levied or his good works or property and allows it to be continued for a period 21 days.

Whenever the Accepting Officer exercises his authority to cancel the contract under this condition, he may complete the work by any means at contractor's risk and expense provided always that in the event of the cost of completion (as certified by Engineer-in-charge which is final and conclusive) being less than the contract cost, the advantage shall accrue to the PSTCL and that if the cost of completion exceeds the money due to the Contractor under the contract, the contractor shall either pay the excess amount ordered by the Engineer-in-charge or the same shall be recovered from the contractor by other means.

Engineer-in-charge will have powers to take possession of the site and any materials, constructional plant, implements; stores etc. thereon and or carry out the work by any means at the risk and cost of the contractor.

In case the PSTCL completes the work under the provisions of this condition, the cost of , such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and or labour provided by the PSTCL with an addition of such percentage to cover the superintendent and establishment charges as

may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

If the contractor fails to pay the excess sum within a period of 30 days the Engineer-in-charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of the sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter be any balance outstanding from the contractor it shall be recovered in accordance with the provisions of the contract or by other means available.

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances or account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract , unless and until the Engineer- shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount the due from him.

#### **2.29 CHANGE IN CONSTITUTION OF FIRM AND ADDRESS :**

In case of tender the partners any change in the constitution of the firm shall be fort with, notified by the contractor to the Engineer for his information. Any change in the address of the contractor shall also be intimated to the Engineer forthwith.

#### **2.30 TERMINATION OF CONTRACT ON DEATH :**

Without prejudice to any of rights or remedies under this contract, if the contractor dies, the owner shall have the option of terminating the contract without compensation to the contractor.

#### **2.31 SPECIAL POWERS OF DETERMINATION:**

If at any time after the acceptance of the tender, PSTCL shall for any reason what so ever not requires the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the Contractor who shall have no claim to any payment of compensation or otherwise however 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 derive in consequences of the foreclosing of the work .

He shall be paid at contract rates, for the full amount of the work executed including such additional work, e.g. clearing of site etc. as may be rendered necessary by the said foreclosing, He shall also be allowed a reasonable payment (as decided by the Accepting Officer) to any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified by the Engineer-in –Charge. Neither shall the contractor have any claim for compensation on account of any alterations having been made in the original specifications, drawing, designs and instructions, involving any curtailment of the work as originally contemplated.

### **SECTION III: PERFORMANCE OF THE CONTRACTOR & PAYMENTS**

#### **3.1 SECURITY DEPOSIT:**

The person whose tender shall be accepted (hereinafter called the contractor) shall permit owner/Engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him )amount to 5% (five percent) of gross value of work done . Such deduction is to be held by owner / Engineer –in- Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner / Engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner / Engineer on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be refunded to the contractor after the expiry of defects liability period which is six months from the date of issue of completion certificate or payment of final bill which ever is later. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.

The earnest money deposited at the time of tender will be treated as part of the security deposit.

#### **3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

- a) In any case in which under any clause or clauses of the contract, the contractor shall have rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump-sum or deducted by installment) or in case of abandonment of the work owing to serious illness or death of contractor or any other cause the Engineer –in- Charge on behalf of the Board shall have power to adopt any of the following courses as he may deem best suited to the interest of the PSTCL.
  - i) To rescind the contract ( of which recession notice of 15 days in writing to the contractor under the signature of Engineer –in- Charge shall be conclusive evidence ) and in that case the security deposit of contractor shall stand forfeited and be absolutely at the disposal of the PSTCL.
  - ii) The employ labour paid by the PSTCL, to supply materials to carry out the works, or any part of the works debiting the contractor with the cost of labour and the price of the material (as to the correctness of which cost of price, the certificate of the Sr. Executive Engineer shall be final and conclusive against the contractor) and , crediting him with value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

- iii) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him( as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final conclusive ) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the PSTCL under the contract or otherwise or from his security deposit or the sale proceeds thereof or a sufficient part thereof.

In the event of the above course being adopted by the Engineer-in-charge the contract shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under the contract unless and until Sr. Executive Engineer have certified in writing performance of such work and the amount payment to him in respect thereof and he only be entitled to be paid the amount as certified.

- b) In any case in which the power conferred by clause referred to above, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the person conferred the power by clause referred to above putting in force by any of the alternative (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant, materials & stores, in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at contract rates or in case of these not being applicable at current market rates to be certified by the Sr. Executive Engineer whose certificate thereof shall be final and conclusive otherwise the Sr. Executive Engineer may be notice in writing to the contractor or any of his authorized agent required him to remove such tools, plants, materials or stores from the premises (within a time to be specified in such notice ) and in the event of the contractor failing to comply with any such requisitions, Sr. Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Sr. Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.



### 3.3 EXTENSION OF TIME

- 1) If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidable hindered in execution or of any other ground, he shall apply in writing to the Engineer-in –charge and the Engineer-in –charge may if in his opinion there are reasonable ground for granting extension, allow such extension as he think necessary or proper. The decision of the Engineer-in –charge in this regard shall be final and binding.
- 2) For any delay in work on account of act of omission or commission at the part of PSTCL viz delay in issue of material, alterations, omission, additions, substitutions in original specifications, drawing, design etc. Only extension of time will be agreed for the period so lost and no compensation would be given on this account.

### 3.4 FORCE MAJEURE:

If at any , time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, Civil commotion, sabotage, floods, explosion, epidemics, fires or other acts of god , strikes and lockout (hereinafter referred to as eventualities) then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence there of, neither party shall by reasons of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased . Appropriate extension in time of completion shall be granted.

### 3.5 EXTRA ITEMS:

- a) Extra items shall not vitiate the contract. The contractor shall be bound to extra items of work as directed by Er-in-charge. If extra items due to any alternations, addition or substitution or due to any other clause include any class of work for which no rate is specified in the contract, the rates of such item/items shall be worked out on the basis of common schedule of rates and approved by the competent authority. Where the rates of non-agreement items do not exists in the CSR, the same shall be determined by analysis. In case of contract, not based on the common schedule of rates, the rates was such items shall be worked out as follows:-
  - i) Cost of materials as well as transportation charges shall be as per the vouchers furnished by the Contractor or as per the prevailing market rate whichever is less. Addl. S E / Sr. Executive Engineer reserves the right to verify the voucher submitted by the Contractor and his decision in this regard shall be final and binding.
  - ii) Cost of labour shall be calculated on the basis of the actual labour rates as prevalent at site for the item of work to the entire satisfaction of the Addl. S E / Sr. Executive Engineer whose decision shall be final and binding.
  - iii) 10% of the costs of materials and 25% of cost of labour as enumerated above shall be added towards Contractor profit including supervision and overhead

charges, etc. Amount of 10% shall not be paid over the cost of materials supplied by the Owner and 25% on such amount of labour, if rates for labour are taken as specified by the Contractor.

- b) Addl. SE / Sr. Executive Engineer can sanction the rate provided the total amount of all such items under one Contract is within his competence to accord technical sanction. When the total amount of all such items, under one Contract exceeds financial limit of the Addl. S E / Sr. Executive Engineer , he shall refer the matter to the S.E who will sanction the rates if the total amount of all such items including those already sanctioned by the Addl. S E / Sr. Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the Chief Engineer / TS, PSTCL concerned who shall have full power to sanction such rates.
- c) The contractor shall deliver in the office of the Addl. S E / Sr .Executive Engineer on or before the 10<sup>th</sup> of every month during the continuance of work covered by the contract return showing details of any work claimed for as extra and as such return shall also contain the value of such work as claimed by the Contractor for which value shall be based on the guidelines given above Extra items shall be taken in hand only after written order from Engineer- in- Charge. The contractor shall include in such monthly return particulars of all claims of whatsoever kind and, howsoever arising which at the date there of he has or may claim to have against the owner under or in respect of or in any manner arising out of the execution of the work and the Contractor shall be deemed have waived all claims not included in such return and will have no right to enforce and such claims not so included whatsoever be the circumstances.

### **3.6 FACILITIES TO BE PROVIDED:**

#### **(A) STORES**

The contractor shall be supplied with such materials and stores as defined in the contract, required from time to time to be used by him for the purpose of the contract only and the value of the fully quantity of materials and stores so supplied at the rates specified separately in the contractor be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract or otherwise, against or from the security deposit of the proceed of the sale thereof. All the materials supplied to the contractor shall remain the property of the contractor but not shall on any account be removed from the site of the work without the written permission of the Sr. Executive Engineer and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the PSTCL site stores and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

#### **B) WATER & ELECTRICITY FOR CONSTRUCTION OF WORK AT CONTRACTOR STORES / OFFICE**

Refer Para 2.4 of Section-II

**C) LAND FOR CONTRACTOR'S STORES, OFFICES AND WORKSHOP.**

Rent free land if available shall be made available at suitable locations as directed by Sr. Executive Engineer for office, store and workshop.

**3.7 COMPLETION /FINAL CERTIFICATE:**

On completion of the work the contractor shall be furnished with completion certificate by the Sr. Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until works are taken over and /or duly tested and put to operation as the case may be nor until the work shall have been measured by the Sr. Executive Engineer or where the measurements have been taken by the subordinates until they have received the approval of the Sr. Executive Engineer the said measurement being binding and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding , surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Sr. Executive Engineer may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale there of.

**3.8 ALL COMPENSATION /PENALTY PAYABLE TO BE CONSIDERED REASONABLE:**

All sums payable by way of compensation / Penalty by contractor under any of these conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**3.9 DEDUCTION OF AMOUNT DUE TO PSTCL:**

Any excess amount made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to PSTCL by the Contractor in respect of this contract or any other Contracts or work orders or on any account whatsoever, may be deducted from any sum whatsoever payable by owner to the Contractor either in respect of this Contract or any work order or contract or on any other account by any other office of the Owners.

In case after completion of the work and final payment to the Contractor, it is found on account of General Audit, Technical Audit and /or any other reason whatsoever that any amount is recoverable from the Contractor, it shall be lawful for the Owner to recover the same in any manner specified as above.

**3.10 ACTION WHERE NO SPECIFICATIONS :**

In case of any class or work for which there is no such specification mentioned in the contract, such work shall be carried out in accordance with specifications as decided by the concerned Design Officer.

**3.11 ACTION ON UNSATISFACTORY PROGRESS:**

If the progress of a particular portion of the work is unsatisfactory, the Sr. Executive Engineer whose decision shall be final, shall notwithstanding that the general progress of work is satisfactory be entitled to take action under Clause 3.2 ibid after giving the contractor 10 days notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

**3.12 DIARY & PROGRESS REPORT :**

- a) A daily register will be kept at site office, Contractor will supply all detailed information every day at 9.30 hours for the preceding day and the diary will be jointly signed by Sr. Executive Engineer /AEE /AE and contractor's representative everyday in token of its correctness. A work Instruction Book serially numbered will also be kept at site office and day to day instruction will be given in that Book. Contractor's representative shall report every day to see this instruction and sign them at the bottom in token of his having seen them. If the contractor's representative does not actually see the instructions and or sign the same that shall not be in any way relieve him of his obligations or responsibilities.
- b) Contractor shall supply all information regarding procurement of materials and progress of construction work, as is required by the Sr. Executive Engineer, for compiling the weekly progress report. This information shall be supplied at 9.00 hours on every Monday, for the proceeding week.

**3.13 DAMAGED WORKS:**

The contractor will be responsible for any and all losses of materials and damaged to work till they are handed over as a result of floods, earthquake, wars, rains, storms and other such acts of god etc. The owner will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to get right such damage at his own cost to the satisfaction of the Engineer / Owner. The contractor shall insurance against above risk at his cost.

**3.14 PENALTY FOR DELAY**

The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the date on which order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence ( time being deemed to the essence of the contract on the part of the contractor) and the contractor shall pay as penalty an amount equal to one half percent of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period , provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 5 percent of the estimated or actual cost of work whichever is higher.

**3.15 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK:**

If it shall appear to the Er.- in- charge or his subordinate in charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship , or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-In- Charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work as specified in whole or in part , as the case may require or as the case may be , remove that materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost , and in the event of his failing to do so within a period to be specified by the Engineer-In- Charge may rectify or remove and re- execute the work or remove and replace with other material , or articles complained of as the case may, at the risk and expense in all respect of the contractor.

### **3.16 PAYMENTS**

- a) The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-In- Charge and the charges 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 herein after provided for such works.
- b) A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. Executive Engineer for all works executed in the previous month and Sr. Executive Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted , if possible before the expiry of ten days from the presentation of bill, if the contractor does not submit the within the time fixed as aforesaid , the Sr. Executive Engineer may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Sr. Executive Engineer may prepare a bill for such list which shall be binding on the contractor in all respects.
- c) No payment shall be made for works estimated to cost less than rupees ten thousand till after the whole of the works shall have been completed and a certificate of the completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Engineer-In- Charge . whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work actual done and complete, and shall not preclude the requiring of bad, unsound and imperfect or unskillful to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim, nor

shall it conclude, determine, or affect in any way the 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, or in /any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of completion of the work otherwise the Sr. Executive Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

### **3.17 PAYMENT OF FINAL BILL :**

After the work is completed, final bill would on the certificate of an officer not below the rank of Sr. Executive Engineer that the work is done according to drawings and specifications attached to the tender, if any additions and alterations have carried out, detailed measurements in respect thereof shall be recorded and extra payments or deduction are to be regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alteration for which the contractor has not quoted a rate the payment shall be regulated as per clause for "extra item".

### **3.18 SIGNING OF RECEIPTS FOR PAYMENT:**

The owner may refuse or suspend payment on account of a work when executed by a firm or by contractors described in their Tender as ;Firm" unless receipts are signed by all the partners or one of the partners or some other person producing written authority enabling him to give effectual receipts on behalf of the firm. The receipt of the accountant or clerk for any money paid by the Contractor will not be considered as any acknowledgement of payment to owner and the Contractor shall be responsible for seeing that he procures receipt signed by the authorized person of the Owner.

### **3.19 SETTLEMENT OF DISPUTES & ARBITRATION:**

- i) if any dispute or difference of any kind whatsoever shall arise between the PSTCL/its authorized representatives 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 or after its completion and/or whether before 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 of the work and he shall, within a period of sixty days after being requested by the contractor in writing to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as here-in after provided, be final and binding upon the contractor. In case the work is already in progress the contractor on receipt of the decision of the Engineer-in-Charge as aforesaid, with all due diligence. Whether any of the parties requires arbitration as here in after provided or not.
- iii) If the Engineer-in-Charge has conveyed his decision to the contractor and no claim has been filed by the contractor within a period of sixty days from the date of receipt and binding upon the contractor and will not be a subject matter of arbitration at all.

- iv)** If the Engineer-in-Charge fails to convey his decision within 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. The request of either party made in a communication sent through Registered A.D pos, be referred to the sole arbitration as Arbitrator by the competent authority Chairman cum Managing Director of PSTCL (to be conveyed through Engineer-in-Charge).
- vi)** Chairman cum Managing Director, PSTCL shall have the authority to change the Arbitrator on an application by either the contractor or the Engineer-in Charge requesting change of Arbitrator giving reasons thereof. Either before the start of the arbitrating proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as application for change of Arbitrator is filed before the Chairman cum Managing Director, PSTCL and a notice thereof are given by the applicant to the Arbitrator. The Chairman cum Managing Director 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 below the rank of a Superintending Engineer as Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference afresh or he may continue the hearing from the point these were suspended before the previous Arbitrator.
- vii)** The reference to the Arbitrator shall be made by the claimant party within 120 days from the date a dispute of claim arises during after execution of the work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator shall be made within 180 days from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor by the Engineer-in-charge to the effect that his final bill is ready whichever is earlier.
- viii)** It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount under each claim and shall furnish a "deposit at call" for ten percent of the amount claimed on a Scheduled Bank in the name of deposit till announcement of the award. In the event of an award in favors 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 any paid to the other party.
- ix)** The provisions of the Arbitration and conciliation Act, 1996 as modified and amended upto date coupled with statutory enactments there under shall be applicable to the arbitration proceedings under this contract.
- x)** The Arbitrator shall give his award separately against each claim, dispute of 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 seeking Arbitration as also the counter-claims of either party shall be entertained by the Arbitrator.
- xii)** The venue of arbitration shall be such place or places may be fixed by the Arbitration in his sole discretion. The work under the contract. If not completed 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 recoverable from any sum due to such party under this or any other contractor.
- xiv)** Neither party shall be entitled to bring a claim for arbitration if it is not filed as per the time period already specified or within six months of the following:-
  - a)** of the date of completion of work as certified by the Engineer-in-Charge.
  - b)** of the date of abandonment of the work or breach of contract under any of its clauses or
  - c)** of its non-commencement of non-resumption of work within 10 days of written notice of commencement or resumption as applicable or
  - d)** of its cancellation. Termination or withdrawal of the work from the contractor in whole or in part and or decision of foreclosure of the contract.  
Or
  - e)** of receipt of 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 arbitration and even for civil litigation.

- xv)** No question relating to this contract shall be brought before any civil court without first involving and completing the arbitration proceedings. If the issue is covered by the scope of arbitration under this contract. The pendency of arbitration proceedings shall not disentitle the Engineer-in-charge to terminate the contract and to make alternate 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, with the consent of the parties enlarge the initials time for making and publishing the award.
- xvii)** The expire of the contractual time limit whether originally fixed or extended shall not invalidate the provision of this clauses.

### **3.20 DISMANTLED MATERIALS**

All the dismantled materials received from the dismantlement of structures, works huts etc. shall have to be handed over to the owner & stacked in a manner approved by the Engineer in store/site without any extra cost to the owner.

### **3.21 RECISSION OF CONTRACT:**



The contract shall not be assigned or sublet without the written consent of the Owner and if the Contractor assigns or sublets his contract or attempts to do so without consent of the Owner or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their benefit or attempts to do so or if owner shall certify in writing that in his opinion the contractor:-

- a) has abandoned the site of work.
- b) Makes default in commencing work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer-in-charge.
- c) In opinion of the Engineer-in-charge at any time, whether before or after the date or extended date for completion, make default in proceeding with the work, with due diligence and continue in the state after a notice of seven (7) days from Engineer-in-charge.
- d) Fails to comply with any of the terms & conditions of the contract or after seven (7) days notice in writing with orders property issued thereunder.
- e) Fails to complete the work, work order and items of work on individual dates for completion and clears that site on or before the date of completion or fails to achieve the progress as set out in the contract.
- f) If Contractor commits breach of any terms /conditions envisaged in the contract.
- g) Any bribe gratuity , gift, loan, perquisite, reward of 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 if any such officer or person of owner shall become in any way directly or indirectly interested in the contract.

In such case the owner may , notwithstanding any previous waiver, after giving 10 days notice in writing to the contractor , terminate the contract and the security deposit of the contractor shall thereupon stand forfeited and in addition the contractor shall not be entitled to recover or be paid for work there to fore actually performed under the contract, and further, owner may enter upon and take possession of the works and all plant, tool scaffolding, sheds, machinery , etc, and materials laying upon premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works and Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other Contractor or other person or person employed for completing the finishing or using the materials and plant for the works, when the work shall be completed or as soon thereafter as convenient, Engineer-in-charge shall give notice in writing to Contractor to remove his surplus materials and plant and should Contractor fail to do so within a period of 14 days from the issue of notice by him Engineer-in-charge may sell the same by public auction. The amount so realized shall be adjusted against any money due to the owner by the contractor.

- h) In case the owner intends to fore-close the contract before the completion of the job due to any reason then the owner shall serve a 30days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured jointly. Un-utilized materials supplied by the owner shall be compensated for un-

utilized materials procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/ T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

### **3.22 PRIORITIES & LICENCES BY CONTRACTOR :**

The contractor shall be responsible for making his own arrangement for priorities or licenses, for all materials which are not be supplied by the PSTCL only recommendatory letters where necessary shall be issued on the specific request by contractor.

### **3.23 JURISDICTION:**

The filling of any suit in case of any dispute shall be within the jurisdiction of the Courts at Jalandhar. The Addl. S.E/ Executive engineer, in charge of work shall defend, initiate as required, the cases including arbitration case on behalf of the Owner.

## **SECTION- IV: FAIR WAGE CLAUSES AND LABOUR REGULATIONS**

### **4.1.0 FAIR WAGES:**

**4.1.1** The contractor shall pay not less than fair wage to labour engaged by him on the work. Fair wage means wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Government, PWD/ PSTCL for District in which the work is done.

**4.1.2** The Contractor shall not with standing the provisions of any agreement to the contrary, cause to be paid fair wage of labourers indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.

**4.1.3** In respect of all labour 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 Govt. Contractor's labour Regulations made by the government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodic at returns and all other matters of like nature.

**4.1.4** The Sr. Executive Engineer concerned shall have the right to deduct from the money due to the contractor any of sum required or estimated to be required for making good of nonfulfillment of conditions of the contract from the benefits of the work . Non payment of wages or deductions made from him or their wages which are not justified by the terms of the Contractors or for observance of the regulations referred to in Clause 1.3 above.

**4.1.5** Vis-a-vis Punjab Govt./ PSTCL. He Contractor shall be primarily liable for all payments to be made under and for the observance of the regulations without prejudice to his right to claim indemnity for his Sub- Contractor.

**4.1.6** No labour below the age of 14 years shall be employed on the work.

**4.1.7** It will be the responsibility of the Contractor to ensure that trees in the camp site and in the vicinity, their fruit etc. are not damaged by his labour, or agent. Cost of such damage if any shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

**4.2.0 CAMPS & CONVENIENCES:**

**4.2.1** Suitable temporary hutting, accommodation as in the opinion of the Sr. Executive Engineer may be necessary, outside the premises of the Board's land. The Contractor shall not put up any unauthorized canteens or tea shops on Board's property without the knowledge and prior approval of the Sr. Executive Engineer in writing

**4.2.2** Trenches, latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical Officer in-charge of the area.

**4.2.3** Clean drinking water to be provided by the Contractor.

**4.2.4** In the event of his failure to provide any or all the above amenities the same shall be provided by the Govt. and cost recovered from the Contractor. Any dispute regarding the above points shall be settled by the Sr. Executive Engineer whose decision shall be binding.

**4.3.0 MONTHLY RETURN REGARDING WAGES:**

The Contractor shall be required to submit to labour welfare Officer/ Sr. Executive Engineer, on the tenth of every month a return on the prescribed form for the payment of wages under the fair wage clause. This failure of the contractor to do so shall be considered as breach of the Contract and will be dealt with as such.

**4.4.0 CONTRACTOR'S LABOUR REGULATIONS**

**4.4.1 DEFINITIONS**

In these regulations unless otherwise expressly indicated the following works and expressions shall have the meaning hereby assigned to them respectively, that is to say.

- a) Labour means workers as employed by PSTCL / Public works Department by the Contractor directly or indirectly through a Sub- Contractor/ or other person or any agent on his behalf.
- b) Contractor shall include every person whether a Sub-Contractor or headman or agent, employing labour on the work taken on contract.
- c) Wage shall have the same meaning as defined in the payment of wages Act, 1936 and includes time and piece work rate wages.

**4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.**

The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous places on the work notice in English and the local

Indian Languages spoken by the majority of the workers, giving the particulars of wages and other alike matter as required under regulations.

#### **4.4.3 PAYMENT OF WAGES:**

- a) Wages due to every worker shall be paid to him directly.
- b) All wages be paid in current coins or currency or in both.
- c) The Contractor shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed on month.
- e) Wages of every workmen employed on the Contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) 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.
- g) All payment of wages shall be made on a working day.
- h) Water registers and wage card etc.  
The contractor shall maintain a wage register of workers, in such from as may be convenient, but the same shall include the following particulars.
  - i) Rate of daily or monthly wages.
  - ii) Nature of work on which employed.
  - iii) Total amount payable for the work during each wage period.
  - iv) Total number of day worked during each wage period.
  - v) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
  - vi) Wages actually paid for each wage period.
  - vii) The Contractor shall also maintain a wage card for each worker employed on the work.
  - viii) The authority competent to accept the Contract may grant an exemption from the maintenance of wage register and wage cards, to a contractor who in his opinion may not directly or in directly employ more than one hundred persons on the work.

#### **4.4.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGES:**

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 place or places where by the terms of his employment he is required to work. The amount of the deductions shall be in proportion to period for which he was absent.
- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons 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 PWD/PSTCL may from time to time allow.

- e) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- f) The total number of fines which may be imposed in one wage period on a worker shall not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date of which it was imposed.

#### **4.4.5 REGISTER OF FINES ETC:**

- a) The contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- b) The contractor shall maintain a list in English, Hindi and in the local Indian Language clearly defining acts and conditions for which penalty or fine can be imposed . He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

#### **4.4.6 PRESERVATION OF REGISTERS :**

The wage register, the wage card and the register of fines, deduction required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

#### **4.4.7 POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY:**

Authority of the Punjab Government in their behalf shall have power to make enquiries with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulation. He shall investigate into any complaint regarding any fault made by the Contractor or by the Sub- Contractor in regard to such provision.

#### **4.4.8 REPORT OF LABOUR WELFARE OFFICER:**

The labour welfare officer or any other person authorized shall submit a report of the results of investigation or enquiry to the Sr. Executive Engineer concerned indicating the extent if any, to which the fault has been committed and the amount of the recoveries in respect of the cost of commission and omission of the labourer, with a note that necessary deduction from the contractor's will be made and the wages and other deductions paid to the labourers concern.

#### **4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:**

Any person aggrieved by the decision and recommendation of the labour welfare officer or their 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.

#### 4.4.10 INSPECTION OF REGISTERS AND CARDS:

The contractor shall allow inspecting of the registers and cards 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 officer authorized by the Punjab Government on its behalf.

#### 4.4.11 SUBMISSION OF RETURNS:

The contractor shall submit periodical returns as may be specified from time to time.

#### 4.4.12 AMENDMENTS:

The Punjab Government may from time to time, add to or amend these regulations and on any question so as to effect applications interpretations of these regulations. The decision of the Labour commissioner to the Punjab Government or any other person authorized by the Punjab Government in that behalf shall be final.

#### 4.4.13 INTOXICANTS:

Contractor shall not permit or suffer the introduction or the use of intoxicants upon the works embraced in his contract or upon any of the ground occupied or controlled by him.

#### 4.4.14 E.P.F CLAUSE:

The contractor shall be registered with commissioner E.P.F. and E.P.F code number. Tender will be issued to those contractor who possess E.P.F License and submit sufficient proof thereof in its support.

### SECTION- V

1) Cement and steel shall be issued to contractor at PSTCL store free of cost. However the basic rates for recovery beyond estimated and upto 5% of consumption of material shall be as under

1 a) Basic rates of materials.

Sr. No.	Name of Materials	Basic Rate Per M.T. (in Rs.)
1.	Ordinary Portland Cement and / or Portland Puzzolana Cement including the cost of empty Cement Bags.	Rs. 399.29 per bag
2.	Reinforcement Steel Bars: M.S Round Plain bars. High yield strength steel deformed bars. Structural Steel	Rs. 53094.69 Per MT Rs. 53094.69 Per MT Rs. 47850.77 Per MT

(The above Issue rates of material includes 10% Contractors profit).

The storage charges @ 3% extra.

2 a) Steel bars not in coils and all structural steel section shall be issued by weight. It will also be measured by length in the store before issue. Measurements will be recorded on the back side of the gate pass. Contractor will arrange for labour measurement of steel at his own cost. It

will be done in the presence of representatives (not below the rank of JE / Store Keeper) of SDO / Store SDO In- Charge of the work and Contractor. It will also be measured by length /area for calculating the payment and consumption when used on work. Standard unit weight as per latest IS codes shall be adopted for calculations. In case of non –availability of unit weight in IS codes the same as specified by Manufacturer will be applicable. To account for the issue of steel sections from the Owner's stores by actual weight of steel thus issued and that of theoretical calculation shall be debited / credited direct to the work estimate by the Addl. SE / Sr. Executive Engineer in case the variation is beyond the IS specified tolerance limit, prior sanction of CE / Const. to use the steel shall be obtained.

- b) Bars in coils shall be issued by weight from the store and measured by length when used on work. Measurements will be recorded on the back side of gate passes. Standard units weights as per IS codes shall be adopted for Calculating consumption in work. To check over / under weight of the steel, 3 samples will be taken, one each by Addl. SE / Sr. Executive Engineer in – charge of the work, Addl. SE / Sr. Executive Engineer stores and representative of the Contractor to workout actual unit weight at the time of issue from the stores. Average weight of the three samples will be adopted for actual unit weight. Labour for straightening /cutting of steel etc. will be arranged by the contractor at his cost. In case the actual unit weight is found to be within the plus / minus limits as per IS code, no action shall be called for. In case difference is beyond the permissible limits, then payment/ recovery will be made for the consumption of steel for the difference beyond the permissible limit only with the prior approval of the CE (Construction)
  - c) The cement will be issued by weight and will also be used on works by weight. Weight of empty jute and PVC cement bags will be taken as 500 gms and 100 gms per bag respectively. If cement is not issued by weight then out of a lot of 200 bag. 2 bags will be selected by the Contractor and 2 bags by the Addl. SE / Sr. Executive Engineer in –charge of work and 2 bags by the Addl. SE / Sr. Executive Engineer / store at random to arrive at average unit weight of cement bag of the lot.
  - d) Steel shall be issued to contractor based on drawings released for construction and in such sizes and lengths as are available with the Owner at the time of issue. Contractor will not be entitled to any extra claim whatsoever if the length /sizes of steel available with the Owner and issued to the contractor are not as per requirements of length /sizes indented by Contractor. Addl. SE / Sr. Executive Engineer will have the right to get cut pieces generated during execution of work, utilized without any extra cost payable to contractor Straightening will be done by contractor at his own cost.
3. The above materials shall be delivered to the Contractor ex-store of the PSTCL at Project site. No charges for loading, unloading and carriage etc.

From the place of delivery to the site of work shall be paid within and upto a lead of 5 Kms. Carriage charges for lead exceeding 5 Kms. ( excluding loading & unloading ) will be paid as per prevailing rates as laid down in Punjab PWD's Common Schedule of rates plus sanctioned premium applicable at time of execution of carriage. In case of non- availability of materials at the store mentioned above the same will be issued from other places and carriage paid as above.

4. If any material other than specified above available in PSTCL store is issued by department for bonafide use of work under approval of Engineer-in-charge ,the cost thereof shall be recovered at stock issue rates plus storage charge or market rate plus storage charge which ever higher charge will be paid .
- 5 The contractor shall furnish a statement at least one month in advance of his requirement showing the quantities of material required by him.
6. In case material/ materials are not supplied in time, only extension in time lost this account shall and no claim for idle time / labour and any reason whatsoever shall be entertained.
7. After the materials have been issued to the Contractor he will be responsible to keep them in good condition to the satisfaction of the Addl. SE / Sr. Executive Engineer and will be responsible for any loss/ damage to materials.
8. In case any quantity of cement , steel (or any other commodity ) issued to the Contractor by the Addl. SE / Sr. Executive Engineer , for use directly on the aforesaid work of manufacture of material required in connection therewith is disposed off 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 Board, be recovered from the Contractor at double the basic rate plus storage charges or the market rate plus storage charges whichever is higher.
9. i) After completion of work or termination of contract , the unused serviceable surplus materials issued by the department shall be returned by the contractor to the Owner's store. Credit shall be given to the contractor at issue rates excluding storage charges for unused serviceable (as issued from stores) steel sections. The contractor shall not be entitled to any other charges such as carriage and other incidental charges for returning the surplus material to the Owner's store or to any place as directed by the Owner, within and upto a lead of 5 KM.
- ii) After completion of work or termination of Contract, cut pieces of steel sections as mentioned below shall be returned by the contractor to the Owner's store. Credit shall be given to the contractor at 65% of issue rates excluding storage charges for all cut piece mentioned below . The Contractor shall not be entitled to any other charges such as cartage and other incidental charges for returning the cut pieces, wastage to the Owner's store or to any place as directed by the Owner, within and upto a lead of 5 KM.



- a) Rolled Sections 3. Meters & above in length
- b) Reinforcement steel bars 4.5 Meters and above in length
- c) Plates Smallest dimension 0.3m & above area 2.0 sq.m And above

These cut pieces as above shall be limited to 1% of the consumption on work and for cut pieces generated in excess of 1% penal recovery will be made from the contractor at double the issue rates.

The cut pieces of steel sections other than covered above and unserviceable steel sections (having bores, welds, distortions etc.) shall be regarded and counted as wastage and same shall be returned by the Contractor to the Owner's store at site for which credit shall be given @ 50% of issue rates.

- 10 When steel material is issued free of cost to the Contractor, all the steel sections as mentioned in clause 9 above i.e. unused serviceable steel, cut pieces of the dimensions specified in (a) , (b) of clause 9 (ii) and those forming wastage shall be returned by the contractor to the Owner's store at his expenses, however, no credit will be payable to him. Hereby, by in case of cut pieces of sizes specified in (a), (b) & (c) of clause 9(ii) above, the same shall be limited to 1% of the consumption on work as mentioned in clause 9 above. Cost of steel not returned by the Contractor and excess cut pieces as well as excess wastage (Refer Clause 11) will be recovered from him at double the basic rates given in clause 1(a) above. In case of penal recovery , credit for excess cut pieces and excess wastage returned to the Owner's store will be given to the Contractor @ 65% and 50% respectively of issue rates. Issue rates for this purpose will be the same as mentioned in clause 1 (a) above even though the steel is issued free of cost.

#### 11. (A) ALLOWABLE WASTAGE.

- a) Allowable wastage of materials shall be limited to the maximum values given below:-

i) Cement	:	5%
ii) Steel Sections	:	5% in case of unshared steel G Plates sections actual wastage for converting the unshared plates in to sheared plates shall be allowable extra on actual basis as per cutting plan approved by the Addl. S.E. / Sr. Executive Engineer.

- b) Recovery for allowable wastage of material shall be made at basic rates plus storage charges.

#### 11. (B) Recovery from Contractor for short consumption and excessive wastage of Owner's materials will be made as under:

- a) For excessive wastage of materials above the allowable wastage limit as per 11 (A) above.

The recovery for excessive wastage of materials above allowable wastage will be made at double the issue rates. Regarding further action to be taken against the Contractor, the matter is left to the discretion of the Engineer-in-

charge (Chief Engineer) whose decision in all such case would be final and binding.

- b) For short consumption of materials:
- i) upto 5%  
The recovery of cost of materials thus save shall be made from the Contractor at double the issue rates.
  - ii) Less consumption by more than 5%  
Item rates will be reduced. Where it is not possible to determine the exact items on which less material has been used, the cost of material should be recovered from the Contractor at double the issue rates. Some action against the contractor should be called for by the Engineer-in-charge (Chief Engineer). In case where the items of work become non- schedule and non- agreement due to less consumption of the materials, the Engineer-in-charge who may sanction such non- schedule and non- agreement rates. Where large amount are involved the rates as per standing order be got approved from the competent authorities. It is also left to the Engineer-in-charge to determine whether the stability of the structure is affected adversely by less consumption of the material and in cases where he feels that it is likely to be so, it is for him to reject the work and the decision in such matters of the Engineer-in-charge will be final and binding.
- c) Contractor shall not that all wastages shall be charged to Contractor's account but credit shall be given for materials returned by Contractor and accepted by Addl. S.E. / Sr. Executive Engineer as per clauses-9 and 10 above.
- d) The percentage wastage referred to above shall be calculated on the basis of actual consumption on the works as per drawings and as per measurement recorded for payment, whichever, is less.
- e) For steel sections, the consumption shall be calculated as per relevant provisions in the specifications / drawing.
- f) Consumption of cement on the work shall be worked out based on the cement constants stipulated in contract Specifications or as per the mix design approved by the Addl. S.E. / Sr. Executive Engineer, whichever is higher.
- g) The quantity of bricks actually consumed shall be worked out as per consumption factor given in common schedule of rates.
- h) In case of structural steel sections allowable wastage shall include 1 % invisible wastage.
- i) Issue rates for the purpose of penal recoveries will be the same as mentioned in Clause 1 above even when the steel is issued free of cost.
- 12.(a) The cranes for erection of the equipment / structures shall be provided by contractor themselves on their own cost. PSTCL may also provide the cranes on chargeable basis on rate (s) chargeable for Boards works, if available. However, non –availability of the cranes by PSTCL shall not entitle the Contractor to any excuse for the delay in erection activities, extension in time, idle labour claims etc.

- (b) Any other t& p if available with the Owner would be issued to the contractor on his specific request, and rental/ hire charges for the same will be charged to the Contractor at prevailing rates chargeable for Boards works. Non – availability of owner’s T&P and steel cribs will not entitle the Contractor to any excuse for the delay in construction of work, financial loss if any, extension in time, idle labour claims etc.
13. Substitution of steel if required shall be done by contractor at no extra cost to the Owner. The contractor shall work out all substitutions and take Addl.S.E/Sr.Execution engineer’s approval prior to execution Payment for substituted sections shall be made for sections actually used.
14. The material as mentioned in 1 (a) above shall be issued only of bonafide use on the works and will be measured for he purpose of payment as per the Contractor and the same will not be used by the Contractor for other purposes like scaffolding, shuttering plates or manufacture of other equipment, site offices, stores, labour huts, etc.
15. The issue/ drawl of materials shall be linked with actual monthly requirements in sequence to mutually agreed work schedule.
16. The department will try its best to issue the various structural steel materials as per specifications. However, in case any material found defective with lamination cutting process with to be returned to the Owner’s store without any extra payment to the Contractor however, the such material will be accepted in the stores at issue a rates given in Para 1 (a).
17. If during the execution of work, it is found that over – loading of material is carried by the agencies then the carriage rates are to be reduced by 50% and the recovery will be made from the bill of the agency. The field staff will certify that the actual carriage of material is within the norms and no over - loading has been done.

## **SECTION VI: TECHNICAL TERMS AND CONDITIONS**

### **1. QUANTITITES:**

The quantities furnished are approximate. No claim in respect of actual quantities of any or all items varying to any extent or deleted from those furnished in the schedule of quantities will be entertained subject to the condition the amount of actual work done will however, not exceed more than 35% the value of original contract Payment will however, be made for the work actually done at site. If the amount of Actual work exceeding 35% of the value of original contract, will be carried out only with a mutual written consent of the contractor with the Department. No such consent will however be required if the value of the work is reduced by even more than 35%.

### **2 DRAWINGS/ SPECIFICATIONS:**

- 2.1** The various parts of the schedule of quantities shall be read in conjunction with the corresponding sanction of PWD specifications, tender documents and drawings,

including amendments and additions if any. All works shall confirm to specifications and drawings whether actually specified herein or not and will be carried out as per the directions of the Engineer –in- charge. In case of discrepancy between drawing and specifications the drawings shall prevail over the specifications.

- 2.2 The work shall be carried out strictly according to the Pb. PWD specifications / drawings mentioned in the approved NIT also subsequently issued and approved by the competent authority during the course of execution of work.
- 2.3 Each tenderer shall give a proof to the entire satisfaction of Executive Engineer concerned that he has in his possession a copy of Punjab PWD specifications (Latest Edition) in corporation upto the date amendments according to which the work is to be executed and this book will be considered to have formed part of the contract agreement. In the absence of any provisions not existing in PWD specifications , the same shall be followed from relevant I.S.S

### **3. MATERIALS AND WORKMANSHIP**

- 3.1 The work shall be carried out under the general directions of the Engineer- in- charge and is subjected to inspection by his appointed inspectors and also by other higher Engineer and officers to ensure strict compliances to the terms of the contract. The contractor shall not start the next stage of work unless previous stage is passed by the Asstt. Executive Engineer, Asst. Engineer failure of the Engineer- in- charge or his designated representatives during the progress of the work, to discover or to reject materials or work which are not in accordance with the requirements of this contract, shall not be deemed as and acceptance thereof or a waiver of defects, therein. Similarly payment by the Engineer- in- charge on partial or entire occupancy of the premises shall not be considered to be an acceptance with the requirements of this contract. No changes whatsoever, to any provisions in the specifications shall be made without written authorization from the Engineer- in- charge.
- 3.2 Materials bearing ISI mark will only be used on the work. If ISI marked materials are not available, materials confirming to relevant ISI shall be used, subject to the approval of the Engineer- in- charge. In case ISI on a particulars material is not available the best quality of that item available in the market, will be used after its approval from the Engineer- in- charge.

**SECTION VII : ADDITIONAL TERMS AND CONDITIONS****1. PRICES QUOTED BY THE CONTRACTOR SHALL BE BASED ON ISSUE RATES.**

Price quoted shall be based on Owner's issue rates for cement, structural & reinforcement steel & other materials as indicated in Section-V.

**2. NO CLAIM FOR IDLE LABOUR AND / OR OVER STAY CHARGES:**

In case the time allowed for carrying out the work (completion period) extends beyond the specified period for reasons whatsoever the quoted rates shall remain valid till completion of the entire work. No claim for compensation for idle labour, other staff establishment, T&P, etc and or over stay charges shall be entertained.

**3. FOREIGN EXCHANGE:**

The contractor shall make his own arrangement for foreign exchange if any, required for execution of this contract.

**4. MEASUREMENTS:**

Unless specifically mentioned in the concerned section all works shall be measured by standard measure and according to rules and customs and usual methods in the PSTCL and no proposal to adopt alternative method in use will be accepted. Addl. S.E. / Sr. Executive Engineer's decision as to what is the usual method in use in the PSTCL shall be final.

**5. NO COMPENSATION IN ALTERATION/ RESTICTION OF WORK:**

If at any time after the execution of the contract agreement the owner shall for any reason whatsoever required the whole or any part of the work as specified in the Tender to be stopped for any period or shall not require the whole or part of the work to be carried out at the contractor who shall there upon suspend or stop the work totally or partially as the case may be in any such case except as provided hereunder.

The contractor shall have no claim to any payment or compensation whatsoever 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 so derive in consequence of the full amount of jot having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, design and instruction which may involve any curtailment of the work as originally contemplated, where however, materials have already been purchased as agreed to be purchase by the contractor before receipt by him of said notice the Contractor shall be paid for such materials at the rate determined by the CE/TS, PSTCL ,Patiala, provided they are not in excess or requirement, and are of approved quality, shall be compensated for the loss, if any that he may be put to in respect of material agreed to be purchased by him, the amount of such compensation to be determined by the CE/TS, , PSTCL, Patiala shall be final.

**6. SECURED ADVANCE:**

- i) Secured advance will be given @ 75% against the value of non-perishable materials brought at site of work by the contractor against production of documentary evidence like invoices showing price adopted for secured advance and actually required for incorporation in the execution of the work, to the satisfaction of the Addl. SE/Sr. Executive Engineer. The contractor will have to execute and indenture bond as per regulations of the PSTCL to get this advance. When for any material of which. Contractor has received payment and Addl. SE/Sr. Executive Engineer has included the value of any unfixed material intended for and/or placed on or adjacent to the works, such material shall become the property of Addl. SE/Sr. Executive Engineer (for any loss or damage to which contractor shall be responsible) and that shall not be removed from the site, except for the works, without the written authority of the Addl. SE/Sr. Executive Engineer.
- ii) In case where secured advance is paid to the contractor, the cost of such advance shall be included in the cost of work done, for the purpose of payment of price variation, for the month in which the secured advance was paid, when the materials are utilized for the execution of works, the amount of secured advance will be deducted from the value of work done for calculating escalation.
- iii) In case the item of work for which secured advance was given to the contractor is not executed and measured within six months from the month of running bill in which secured advance was allowed, the contractor will be charged interest @ 15% PA from the date of payment of advance to the date of recovery of advance, on the material remained unutilized after six months.

**7. TESTS**

All materials and workmanship shall be of respective kinds described in the contract and in accordance with the Addl. SE/ Sr. Executive Engineer's instructions and shall be subjected from time to time to such tests as the addl. SE/Sr. Executive Engineer may direct at the place of manufacture or fabrication or at site or at all or any of such places. For structural components like pre-cast slabs, bought out materials like bitumen, water bar, tar felt, acid resistant tiles, bricks, fire clay bricks and mortar or any other material whose conformity to requirement of specification cannot be authenticated by contractor, by IS certification, etc., will be got test from approved laboratories. The cost of samples and conducting all such tests shall be borne by the Contractor.

**8. CLAIMS OF AN EXTRA ORDINARY NATURE:**

No claim of contractor for payment of an extra-ordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the PSTCL.

**9. WARRANTIES FOR DELAY IN DELIVERY ERECTION & COMMISSIONING:**

If the contractor fails to deliver, erect and commission the material/ equipment within the stipulated delivery/completion period of the purchase order/contract, the same is liable to be rejected and if accepted the contractor shall be liable to pay as penalty charges a sum of Rs. 0.5% (half of one percent) of the total contract value per month of delay or part thereof, not exceeding maximum limit of 5% of the total contract value of the supplies and or work.

**10. RATES BASED ON PWD COMMON SCHEDULE OF RATES-2010**

- (a) CSR means basic rate of CSR including prevailing sanctioned premium. This will however, include the effect of all the notes given in the various chapter-B of CSR and amendments issued up to the date of opening of tender. The notes given under various chapters of CSR will be made applicable as per actual execution of work at site
  - (ii) The rates quoted by the contractor for CSR items shall be through rates, unless specified otherwise, based on the percentage plus or minus to the sanctioned premium prevailing on the date of opening of tender for plains. The percentage quoted will be added or subtracted to/from sanctioned zonal premium and the percentage this worked out will be added to the basic rates given in Punjab PWD Common Schedule of Rates-1987 to work out quoted rates. The above irrespective of the manner, in which rates are quoted by the tenderer. To clarify further, in case a tenderer quotes rates by using brackets, the same will not be considered and rates will be worked out by above method only ignoring brackets. The contractors are therefore required to quote without using brackets. Non-schedule items shall be quoted on item rate basis. Tenders with rates quoted in ambiguous way are liable to be rejected without seeking any clarification from the tenderers.
  - (iii) **The CSR rates does not includes the EPF benefit payable to the workers by the contractor.**
  - (iv) Providing mentioned in an item means supplying and providing both. Supplying i.e. material and labour for fixing complete in all respects.
  - (v) **The quoted rate shall include all statutory benefits payable to the workers by the contractor i.e. the weekly offs, overtime, insurance, gazetted holidays, EPF, bonus and gratuity etc as per labour laws.**
- 11.** Each successful bidder shall give proof to the entire satisfaction of the Addl.SE/Sr.Executive Engineer concerned that he has in his possession Punjab PWD specification (Latest edition) incorporating upto date amendments according to which work shall be executed, Punjab PWD specifications and Common Schedule of rates shall form part of contract agreement.
- 12.** The monthly payments against the work done and measured shall be made by concerned Senior Executive engineer/Addl. S.E., Civil Works Division, through Cheque payable at State Bank of India .

13. A certificate for the last month's payment to the labour not less than minimum wages/DC labour rates shall be submitted by the contractor along with next month's bill failing which further payments will not be released to the contractor. The contractor shall also be bound to make payment to the workers as per provision of the labour laws. If payment by PSTCL is delayed due to any reason whatsoever, the contractor shall have to make timely payment to the workers from his own resources. He will be held responsible for any labour unrest on account of delayed payments to the labour by him.
14. Rule regarding employees provident fund:
  - i) The contractor shall abide by all the statutory rules regarding provident fund as per EPF Act-1952 as amended to date and issue a monthly statement of deposited EPF to this office with a certificate that statement furnished is true and correct and no eligible employee/worker has been excluded from the list. The contractor shall be liable to discharge all other statutory obligation that may be applicable in his case including provident fund to his workers. It implies that contractor will deposit employees contribution with EPF Commissioner at the end of each month with equal amount of employer's contribution. The contractor shall remit these contributions along with inspection charges as well as charges and expenses of administration fund to the concerned EPF authority. He shall submit documentary proof of depositing EPF before submission of monthly next bill. The above mentioned shares )both of the employee and the contractor) may vary as per rules and regulations from time to time and the contractor is to follow the rules strictly.
  - i) The contractor as employer issues contribution cards for EPF. However he may keep it in his custody unless required for inspection by the inspection agency.
15. The contractor/his authorized representative will get the work checked from the Engineer-in-charge or his representative.
16. The contractor shall submit along with his tender attested copies of his partnership deed showing the names and addresses of all partners of the firm and attested copy of his registration certificate with the Register for firms/Societies shall also be submitted.
17. Conditional rebates such as on account of payment of R/A bill every month before stipulated date, payment of final bill within specified period etc. offered by the contractor shall not be accounted while evaluating the tenders and working out comparative merit position. However such rebates shall be availed by the department to the extent possible if work is otherwise allotted to the contractor offering such rebates.
18. Labour, T&P, material and supervision staff etc. of the contractor shall be subjected to check by Corporation security persons.
19. All letters sent to the contractor by registered post and the address given by him at the time of tendering shall be deemed to have been delivered to him in the natural course of time. To intimate the change in address. If at any time, shall be the responsibility of the contractor.



- 20.** Income tax @ 2% of the amount payable to the contractor (or at the amended rates by the Govt, from time to time) and any other tax /cess etc. along with surcharge as applicable will be deducted from all the payments released to the contractor.
- 21.** The tenderer shall have to make his own arrangement for the accommodation for his labour and stores during the execution of the work to the satisfaction of the Engineer-in-charge.
- 22.** Samples of the materials including the work already completed at site may be collected by the Engineer-in-charge and get tested at any laboratory. In case the results of the Laboratory show inferior materials being used at the work or the ratio of the various materials is not according to the specified, the work as a whole/part may be rejected as the case may be of the rates for the entire work under that particular item shall be reduced in proportion to the ratio found inferior in case the structure's found structurally safe by the Engineer-in-charge whose decision shall be final.
- 23.** The quantities and items given in the NIT are approximate and can be increased or decreased by the Engineer-in-charge for the final completion of the said work. The contractor will be required to execute the work complete in all respect at his accepted/quoted rates and no claim what-so-ever on this account will be entertained.
- 24.** Time allowed for the completion of the work will be reckoned from the date on which the order to commence the work is given to the contractor i.e. Letter of Intent. If for any delay on account of act of omission or commission at the part of PSTCL viz delay in issue of material, alterations, omission, additions, substitutions in original specifications , drawing , design etc. the completion period is extended for another six months ( total 12 months) no compensation would be given on this account .
- 25.** The material issued by the department for bona-fide use on the works shall be kept in joint custody of the department and the contractor, however all storage and safety etc. shall be the responsibility of the contractor.
- 26.** Synthetic enamel paint 1st quality Plastic Emulsion and Oil Bound distemper shall be of reputed firms such as Garware, Johnson-Nicholson, Berger, Nerolac, Asian Paints etc. as approved by the Engineer-in-charge. Cement based paint should be of Snowcem plus, Robbiacem.
- 27.** The rates quoted by the contractor for each item independently shall be self-supporting/workable and remain firm and valid even if the contract is split in the interest of expediting the completion of job.
- 28.** Water charges will be recovered from the contractor @ ½% (half percent) of the gross value of the work as per Punjab PWD specifications in which the water will be essential to be used and if water from department source is used by the contractor.

- 29.** Before any running payment is allowed against the work the contractor shall be required to sign the contract agreement (on non-judicial stamp paper worth Rs.15/- ) within 15 days of the intimation of the acceptance of his tender to him.
- 30. MATERIAL AND WORKMANSHIP**
- i. The work shall be carried out under the general directions of the Engineer-in-charge and is subjected to inspection by his appointed inspectors and also by other higher Engineer and officers to ensure strict compliance to the terms of the contract. The contractor shall not start the next stage of work unless previous stage is passed by the AEE/AE. Failure of the Engineer-in-charge or his designated representative during the progress of the work, to discover or to reject material or work which are not in accordance with requirements of this contract, shall not be deemed as an acceptance thereof or a waiver of defects therein. Similarly payment by the Engineer-in-charge on partial or entire occupancy of the premises shall not be considered to be an acceptance with the requirements of this contract. No change whatsoever to any provisions in the specifications shall be made without written authorization from the Engineer-in-charge.
- ii. Unless specified otherwise Material bearing ISI mark and of approved make will only be used on the work. If ISI marked materials are not available, materials conforming to relevant ISS shall be used, subject to the approval of Engineer-in-Charge. In case of ISS on the particular material is not available the best quality of item available in the market will be used after its approval from the Engineer-in-Charge. Every material however has to be got approved from Engineer-in-Charge before putting it to use on work.
- 31.** 1% Labour Welfare Cess shall be deducted from all the payments released to the contractor as per Punjab Govt. Notification No.21/3/97/feos/494 dated 4.3.2009.
- 32.** Statutory taxes should be paid after allowing all abatement/ exemption permissible under the relevant act, so as to ensure that there is a least payment for the PSTCL under the provision of Law.

Sr.Xen,  
Civil mtc. Division ,  
PSTCL,Jalandhar. .