

PUNJAB STATE SPORTS COUNCIL
(GOVERNMENT OF PUNJAB UNDERTAKING)

HOCKEY STADIUM SECTOR 63 SAS NAGER(MOHALI)

AGREEMENT NO. Dated

NATIONAL COMPETITIVE BIDDING

- NAME OF WORK : Repair of Flood Lighting System at Surjeet Hockey Stadium Barlton Park Jalandhar
- PERIOD OF SALE OF BIDDING DOCUMENT : From 12-10-2022 To 21-10-2022
- LAST DATE AND TIME FOR RECEIPT OF BIDS : Date 21-10-2022 Time 2.00 Hrs.
- TIME AND DATE OF OPENING OF BIDS : Date 21-10-2022 Time 3.30 Hrs.
- PLACE OF OPENING OF BIDS : In the office of Director Sports cum Secretary, Punjab State Sports Council, SAS Nager (Mohali)
- OFFICER INVITING BIDS : Director Sports cum Secretary, Punjab State Sports Council, SAS Nager (Mohali)

CONTRACT FORMS & CONDITIONS OF CONTRACT

Name of Contractor

.....

Name of Work: Repair of Flood Lighting System at Surjeet Hockey Stadium Barlton Park
Jalandhar

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS.....

Acctt.

This agreement made this.....day of.....between.....
(hereinafter called the "Contractor") of the one part, and Governor of Punjab through the Director Sports cum Secretary, Punjab State Sports Council, SASNager (Mohali) (hereinafter called "The Government") of the other part :

Whereas, the contractor has offered to execute the work of Interior and furnishing works in the office of Director Sports cum Punjab State Sports Council, SASNager (Mohali) and the Government has accepted his tendered offer for the execution of afore mentioned works.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

1. In this agreement, words and expressions shall have same meaning as are respectively assigned to them as per the general conditions of contract hereinafter referred to :
2. The following documents shall be deemed to form and be construed as part of this Agreement.
 - (i) The "Notice inviting Tender" & "instructions to tenderers" as at Annexure "A:" to this agreement.
 - (ii) Item rate tender for works at Annexure B to this agreement.
 - (iii) "Conditions of contract" as at annexure 'C' to this agreement.
3. The work will be executed strictly according to specifications and drawings relating to the work as Indicated in the "Notice Inviting Tender". The schedule of items of work to be carried out will be as per "Notice Inviting Tender"
4. All correspondence and modifications of tendered offer and acceptance letter will form part of this Agreement.
5. In considerations of the payment to be made by the Government to the contractor in respect of completed work, or item of work, the contractor hereby covenants with the government to execute the work in conformity in all respects with the provisions of this Agreement.
6. The Government hereby covenants to pay the contractor in consideration of execution of works, the price in the manner as specified in this Agreement.

In witness thereof the parties set their respective hands and seals on the day and year first above written.

In the presence of

NAME & ADDRESS

1.
.....
2.

Signature of Contractor

Address.....

-
.....
-

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

In the presence of
NAME & ADDRESS

1.

Director Sports cum Secretary ,
PSSC Chandigarh.

.....
for & on behalf of Governor of Punjab

ANNEXURE 'A'

Notice Inviting Tender and Instructions to Tenderers

1. Sealed Tenders in the prescribed form P.W.D. No..... are hereby invited on behalf of the Governor of Punjab for the construction of (please see slip attached) at an estimated cost of **Rs....8.00 lac.....**
2. The cost of the bidding documents Rs 2000/-(non-refundable) shall be paid online through Net Banking/NEFT/RTGS at portal <https://eproc.punjab.gov.in> or deposit cash in the office of Executive Engineer(c) PSSC Chandigarh
3. The tender forms "along with Conditions of contract" to be fulfilled can be obtained from the office of Director Sports cum Secretary, PSSC Chandigarh between **11.00 a.m. and 4.00 p.m.** on any working day after Showing the Receipt of cost of the bidding documents
4. Tender documents duly completed in all respects, signed on each page and placed in scaled cover, with the name of work written there upon will be received in the office of the under-signed up **to..... hrs on.....** and will be opened soon after in the presence of tenderers or their representatives who may/like to be present.
5. The time allowed for/completion of the work will be **10 days** after the date of issue of Acceptance Letter to the contractor.
6. **The tender should be quoted in rates and amounts both in words and figures for all items of the work exhibited in the schedule of item of works appended with the tender form.**
7. **The tender should be accompanied by requisite amount of Rs 16000/- Earnest money in the form of Bank draft in favour of Secretary, Pb State Sports Council, SASNager (Mohali payable at SASNager (Mohali. Tender without requisite Earnest money will not be entertained . In the case of Society Earnest money be taken as per instructions / rules of Govt of Pb.**
8. The contractor, whose tender is accepted shall be required to furnish security at the rate of **five percent of the cost of the work, by deductions from the running bills, (three percent of the total cost to cover liability of defects and short coming and two percent of the total cost of the winding up the contract satisfactory)** The earnest money if realized from the Bank, or Treasury will be treated as part of the security deposit.
9. The offer shall remain open for Acceptance for a period of ninety days from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraws or modifies his offer within the validity period or fails to sign the (Formal Contract) agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. The earnest money will be forfeited and further action will be taken as per clause No.2 & 3 as per meaning of contract on page 5 of DNIT.
10. On acceptance of the tender, the contractor shall either himself remain available at site of work or arrange the availability of an accredited representative, fully authorized in writing at the site of work to receive instructions of the Engineer-in-charge or his representative and to ensure prompt compliance thereof.
11. The undersigned does not bind himself to accept the lowest rate or any tender and reserves to himself, the right of accepting the whole or part of the tender and tenderer shall be bound to perform the same at the quoted rates.
12. Sales tax or any other tax on the material or the turnover shall be payable by the contractor and the Government will not entertain any claim in this respect.
13. Before filling the tender, the contractor shall visit the site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions, stacking of materials, installation of Tools and Plants etc. accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No Claim, what so ever, on such account shall be entertained by the department in any circumstances.

14. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition act 1970) Payment of wages Act 1936, Employer's liability Act 1938, Maternity Benefits Act 1961 and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Engineer-in-Charge may, at his discretion may terminate the contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the said Acts.
14. *The tenderer shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs*
15. Each tenderer shall submit only one tender, either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
16. Unless otherwise stated the contract shall be for the whole work as described in the "Schedule of items of works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including the additional items if any, as per drawings and instructions. The certificate of completion as issued by the Engineer-in-Charge shall be the conclusive proof of completion of work.
17. The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person duly authorized to sign on behalf of the tenderer. All pages of the tender document containing the entries and all corrections or amendments made therein shall be initiated by the person or persons signing the tender. the following documents shall accompany the tenders.
- (i) Deposit at call, fixed deposit receipt, Demand Draft or treasury receipt as proof for earnest money.
 - (ii) Income tax clearance certificate.
 - (iii) Partnership deed or Registration Certificate of the firm or company as the case may be
 - (iv) Copy of registration of contractor of Appropriate class registration
 - (v) Power of Attorney as required under the rules for joint venture.
 - (vi) List of works executed and/or in progress with agreement cost.
 - (vii) List of Machinery and list of staff (Technical & Non Technical)
18. Incomplete tender or tenderers not fulfilling any of the conditions specified above, are liable to be rejected without assigning any reason.
- 19. To qualify for award of the contract, each bidder in its name should have achieved**
- i) **Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.**
 - ii) **Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following: -**
 - a) **Three similar completed works costing not less than the amount equal to 40% of the estimated cost.**
 - or**
 - b) **Two similar completed works costing not less than the amount equal to 50% of the estimated cost.**
 - or**
 - c) **One similar completed work costing not less than the amount equal to 80% of the estimated cost.**
 - iii) **“Similar work” means:Reair of Flood lighting system High Mast lights & allied works. only**
- (Note: Definition of “similar work” should be clearly defined by Executive Engineer.)**

Special Note : In this DNIT The Word SASNager (Mohali) be read instead of Chandigarh

Special Conditions for Electrical Works.

- 1. The bids will be on double bid system. First technical bid will be opened. The financial bids will be opened of those bidders who fulfill all the conditions.**
2. The Bidder shall have a valid enlistment as Electrical Contractors in appropriate class in any Govt/semi Govt department of Punjab.
3. The Contractor shall have a valid electrical contractors license issued by chief electrical contractor Punjab.
4. The Agencies must be registered with ESI, EPF etc. as per orders of Chief Secretary Punjab Govt. endorsed by Local Govt. vide memo 1/12/2011/2SLG/2157 dated 11.08.2011.
5. All the material to be used in work should be as per specifications of the estimate and got approved by Engineer – in – Charge. Material testing will be done if required as per ISI specifications and the expenses will be borne by the Agency.
6. Standard public works department / Public Health Department / Electrical department specifications of Govt. of Punjab / ISI Specifications where applicable as to be desired by the Engineer – in – Charge will be followed in the execution of the work.
7. No part of the work shall be sublet or transferred by Power of Attorney authorizing any other one to execute or receive payments on behalf of Contractor.
8. That no variation in the prices on any account is acceptable once the contract is accepted and the prices shall be firm throughout the contract period.
9. The Contractor will be liable to accept the terms & conditions of tender form MW – 4 also.
10. The bidder shall have GST, PAN No, EPF, ESIC numbers.
11. The bidders shall have to submit latest nonblack listing affidavit not more than two months prior of tender date.
12. The Contractor Agency is responsible for warranty of LED street lights for a period of 5 years including general declared holidays.
13. All documents must be scanned and with technical bids
14. The contractor agency shall be responsible to follow the rules laid down by Electrical Inspectorate, the Commissioner for Labour the Govt. of Punjab. The department will not be responsible for any dispute arising there on and the contractor agency shall be held responsible for all consequences and the financial obligations if any in the process of execution of present contract. The contractor shall engage the skilled and semiskilled labour as per the norms prescribed by PSEB / PSPCL.
15. The contractor will have to submit work specific authorization letter from the LED Street light manufacturers The contractor shall also have to submit an unconditional 5 years warranty certificate from the manufacturer of LED Street Lights as per the approved brands in the tender stating that the company shall provide a 5 years unconditional warranty of LED Street Lights. Without authorization certificate and warranty certificate the tender shall be cancelled.
16. The Manufacturer of LED Lights shall provide NABL reports from NABL accredited testing laboratory either in house or third party for the testing of the fixtures.
17. The manufacturer shall have in house driver manufacturing and SMT machine for PCB mounting.

18. The fitting shall be made in India. Housing and driver of the fixtures shall be of the same make to facilitate after sale services with in and after the warranty period.
19. That all the statutory dues shall be deducted as per law at source applicable during the period of contract.
20. The Contractor shall be liable to repair the LED Lights during warranty period including dismantling and erection of lights at site. The contractor will be bound to remove cable fault if any. The point shall be repaired within 3 days of filing of complaint.
21. For LED Works PMIDC Memo NO PUDM 2016/7386 – 89 dated 29/01/2016 will be implemented.
22. The LED Street Light fittings shall be of Legero / halonix / Jaquar makes. LM 79 & 80 reports, Technical Data Sheets of fittings, NABL LAB reports, 5 years un conditional warranty certificate shall be attached with the technical bid
23. Conditional Tenders shall not be accepted.
24. The percentage tendered premium/abatement shall be simply added to/subtracted from zonal ceiling premium irrespective of the manner in which the rate is quoted. The percentage so arrived at shall be applicable to the basic rates exhibited in the C.S.R.

ITEM RATE TENDER FOR WORKS: ANNEXURE - B

I/ We hereby offer to execute for the Government of Punjab, the work, specified in such memorandum as per the rate entered in the schedule referred to in para 5 of the notice inviting tender and annexed herewith and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to in para 5 and in clause 13 of the "Conditions of Contract" in all other respect in accordance with such conditions so far as applicable.

Memorandum

- (a) General description (Pl. See slip Attached)
- (b) Estimated cost Rs. _____
- (c) Earnest money Rs. _____
- (d) Security deposit Rs. _____ 5% of the amount of work done+ 5% bank guarantee on
allotted amount
- (e) Percentage amount if Rs. (2.% Income Tax) any, to be deducted from bills.
- (f) Labour Cess Rs..... (1%)
- (g) VAT Rs. (2%)
- (h) Time allowed for Completion From the date of issue of Acceptance letter to the Contractor : Month's i.e (date)

Should this offer be accepted in whole or in part, I/we hereby agree to abide by and fulfill all the terms and provision of the said conditions of contract annexed hereto and all the terms and provisions contained in the detailed "Notice Inviting Tender" and/or in default thereto forfeit and pay to Government of Punjab or his successors in office, the sum of money mentioned in the said conditions.

A sum of Rs is hereby forwarded in the shape of Treasury Challan/Deposit-at-call/demand draft No.....dated..... drawn in favour of Secretary, Punjab State Sports Council, Chandigarh as earnest money. I/We agree that the full value of Earnest money will be forfeited without prejudice to any other right or remedies to the Governor of Punjab or his successor in office, should I/We (i) withdraw or modify my/our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer or (iii) fail to commence the work within ten days of the issue of acceptance of my/our offer, otherwise the said Earnest money shall be retained by him towards security deposit against Clause (d) of the above memorandum.

Dated the day of20 Signature of contractor
Witness Address.....
Address.....
..... Telephone.....
Occupation.....

The above offer is hereby accepted by me on behalf of the Governor of Punjab.

Dated the..... day of..... 20 (Designation) Signature

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CONDITIONS OF CONTRACT

ANNEXURE - C

Definitions:

1. The "Contract" means the document forming the tendered offer and acceptance thereof constituting a binding contract, between the Governor of Punjab and the contractor. The tender documents including the conditions, the drawings, design, the specifications supplemented with instructions issued from time to time by the Engineer-in-Charge shall be binding on the parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
2. The "Common Schedule of Rates" shall mean printed documents containing rates of different items of works pertaining to different Branch and approved by the Committee of Direction of Chief Engineer of these P.W.D. Branches and the Punjab Govt.
3. "Completed Works" shall mean, the work completed in all respects as per laid down specification drawings, approved N.I.T. and to entire satisfaction of Engineer-in-Charge.
4. The "Contractor" shall mean the individual or firm or company whether incorporated or not undertaking the work and shall include the legal personal representative or the persons comprising such firm or company whose tendered offer has been accepted.
5. The "Completion date" is the date when the Engineer-in-Charge certifies that the work can be put to use, after receipt of an intimation from the contractor regarding its completion.
6. "Communication" between parties are the written hand signed letters, notice, reminders, memoranda and instruction record in the instructions book or books kept at site.
7. "Days & months" are calendar days and calendar months.
8. The "Engineer-in-Charge" means The Executive Engineer, who shall supervise the work and administer the contract with the instance or his authorized subordinates, who shall be in charge of the work and who shall sign, the contract on behalf of the Governor of Punjab .
9. The "Government" or the "State Government" shall mean the Governor of Punjab.
10. The "Site" shall mean the land or other place on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allowed to be used for purpose of carrying out the contract.
11. "Schedule of material" shall mean the list of materials which are to be issued from the Deptt. Store to the contractor for genuine use on the work as per Annexure- E.
12. The "Start date" is the date when contract came into existence upon the issue of "letter of acceptance" by the Engineer-in-Charge.
13. "Schedule of items of work" shall mean the items of work to be executed at site of work pertaining to work allotted to the contractor.
14. The "Works or work" shall, unless the contract otherwise require, mean what the contractor is required to execute and hand over to the government.

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

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CLAUSES OF CONTRACT

Clause - 1 Performance Guarantee and Security:

(i) The contractor, society whose tender is to be accepted shall furnish:-

a) A bank Guarantee of Schedule Bank in the prescribed format (specimen Form attached) in favour of the **Secretary, Punjab State Sports Council, SASNager** for an amount of 5% of the amount of contract valid upto six months beyond the date of completion (Time Limit) to cover the amount of liquidation damages and/or the compensation of the breach of contract. No payment for work done of any kind shall be released till such guarantee is furnished.

b) The performance guarantee should be realized immediately on completion of work and after acceptance of the same by the Engineer-in-Charge.

c) In case where the contractor requested for first and final bill (without any running bill) on completion of work, the contractor need not furnish performance guarantee as the contract has already been performed.

(ii) A cash Security amount of the contract inclusive of the Earnest money initially deposited with the bid to cover the cost that may be involved in removal of defects imperfections, or taking remedial measures in the work, which has been executed to be progressively deducted @5% in all payment after affording credit for the initial Earnest money. 60% of the security will be refunded after 3 months of the completion of work as certified by the Engineer -in-Charge with respect with respect to satisfactory removal of all defects, imperfections, shortcomings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer-in-Charge would be conclusive.

The remaining amount of security shall be released after the expiry of four months or one rainy season

whichever is later from the date of completion of work and after removal of all defects imperfections and shortcomings that may be noticed during the period and after satisfactory winding up of the contract as provided in clause 6A to the entire satisfaction of Engineer-in-Charge.

Clause - 2

COMPENSATION FOR DELAY

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

- (1) On lapse of 25% contractual time : 20%
- (2) On lapse of 50% contractual time : 50%
- (3) On lapse of 75% contractual time : 80%
- (4) On lapse of full contractual time : 100%

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

Clause - 3

BREACH OF CONTRACT-LEVY OF DAMAGES

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

cases :-

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if the contractor fails to apply for extension as aforesaid and the work is not completed within the time limit, the contract shall be determined absolutely after action under clause 2 and 3 above.

Clause-6 COMPLETION CERTIFICATE

Within ten days of the completion of work, the contractor shall give notice of such completion to the Engineer-in-charge & within 30 days of the receipt of such notice, the Engineer-in-charge shall inspect the work and if there is not work shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates shall the work be issued. However no certificate provisional or otherwise shall be issued. not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed. all scaffolding surplus materials, rubbish and all huts and sanitary arrangements set up for his labour on the site and cleaned off the dirt from all wood-work doors and windows, walls, floor or other parts of the building, in upon of about which the work is to be comply with the requirement of this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangements and cleaning off as aforesaid before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractors get cleared off such first as aforesaid and contractor shall forthwith pay fine amount of expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale proceed thereof.

Clause - 6 A WINDING UP OF CONTRACT

On completion of work, the contractor shall hand over the same to the Engineer-in-charge or his representative free from all defects shortcomings or imperfections. He shall clear the site of all temporary works, pits, godowns, offices, sanitary, scaffoldings, debris, waste materials, and installation. He shall also furnish the following documents duly signed by him or his authorized representatives :

- (i) Completion of the work as finally constructed.
- (ii) Variation statement showing the altered items. if any, against those provided in the original drawings.
- (iii) Original site instruction book.
- (iv) Original registers for various quality control tests as specified.

Clause - 7 PAYMENT ON INTERMEDIATE CERTIFICATES REGARDED AS ADVANCES.

No payment shall be made for a work estimated to cost less than Rupees twenty thousand, till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees twenty thousand the contractor shall on submitting a bill thereof be entitled to receive a monthly payment proportionate to the part there of the time limit than executed to the satisfaction of the Engineer-in-charge whose certificate of the sum payable shall be final and conclusive against the contractor, But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed : and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the occurring of any claim, not shall it conclude, determine or affect in anyway the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement of the accounts or otherwise or in any other way vary or effect the contract, The final bills shall be submitted by the contractor within one month of the date fixed for completion, of the work, otherwise the certificate of the Engineer-in-charge as regards measurements and the total amount payable for the work shall be final and binding.

Clause - 8 BILL TO BE SUBMITTED MONTHLY

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

- (i) Measurements and quantities of items of work done since last bill.
- (ii) Up to date statement of materials received, from the stores showing the recoveries Made upto last bill in question both in terms of quantity and value.

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WITNESS

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- (iii) Copies of quality control tests in specified format covering the work done since last bill.
- (iv) Copies of instruction recorded in the site instruction book containing the instruction and compliance made thereof, covering the work done since last bill.

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

The Engineer-in-Charge will get the bill verified, if possible, within 30 days from its presentation and the contractor shall be required to sign the corrections made if any in token of its acceptance, before releasing or adjusting the payable amount.

If the contractor does not submit the bill within time limit or delay its submission or acceptance of corrections after verifications the entire responsibility for non-payment or delay in payment shall rest with him.

Clause - 9 BILL TO BE ON PRINTED FORM/ EXTRA ITEMS

The contractor shall submit all bills on the printed forms to be had on application from the office of the Engineer-in-charge and the rates in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered, in pursuance of these conditions and not mentioned or provided for in the tender, at the rates herein after providing for such work.

The contractor shall deliver in the office of Engineer-in-Charge on or before the 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work to be charged of extra with value, based upon the rates and prices mentioned in the contract or in the common schedule of rates, applicable to the location of work on the date of tender. The contractor shall include in such return, particulars of all demands of whatsoever kind and whosoever arising, which at the date hereof he has in respect of or in any manner arising out of execution of work. The contractor shall be deemed to have waived off all claims not included in such return and will have no right to enforce any such claim so included, whatsoever be the circumstances.

Clause-10 STORES SUPPLIED BY GOVERNMENT: DELETED

Clause - 10 A SECURED ADVANCE

The contractor on signing an indenture in the form to be specified by the Engineer-charge shall be entitled to be paid during the execution of work 75% of the estimated value of any materials, which in the opinion of Engineer-in-Charge is non-perishable under Para 2.105 of PWD code coupled in Accordance with the requirements with rule 7.37 of DFR (Financial Hand Book No. 3) of the contract and which have been procured and adequately stored against damage, but which have not been incorporated in work at the time of making advance.

Clause-10 B MOBILIZATION ADVANCE

On the application by the contractor, mobilization advance to the extent of five percent of the value of the work may be paid to the contractor at an interest of eighteen percent per annum after the fulfillment of the following conditions before payment :-

(i) The contractor shall have physically completed at least two percent of value of the work.

(ii) The contractor shall have collected at site useable machinery and materials valuing at least 5% of the value of work and the same shall be hypothecated to the Engineer-in-charge by designation.

The material shall not be pledged for obtaining secured advance. The recovery of mobilization advance and interest thereof shall start when 20% of the work is completed and shall be fully made when 80% of the work stands completed.

Clause-11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDER ETC.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regard materials and labour and otherwise in every respect in strict accordance with the Punjab PWD specifications latest Edition. The contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access during the office hours or on the site of work. The contract shall be furnished free of

CONTRACOR
Secretary, PSSC

WITNESS

Director Sports cum

charge one copy of all such drawings and such specifications as are not included in the printed Punjab PWD specifications. He shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the drawings, designs, specifications and instructions as aforesaid. For ensuring the requisite quality of construction, the material used in work shall be subject to quality control tests for materials and workmanship tests as laid down in Punjab PWD Specifications as amended from time to time or the relevant standard laid down by the Bureau of Indian standards Hand Book of quality control for Construction of Roads and Runway IRC latest Edition of instructions issued under the orders of the Chief Engineer, Punjab PWD (B&R) by the Engineer-in-Charge and or in conjunction with the quality control of Punjab PWD (B&R) W/S & Sanitation/Irrigation Deptt. The Contractors shall provide all help and assistance in proceeding with required tests.

The contractor shall set up a quality control field laboratory equipped at least the tests equipment indicated in to these "Conditions of Contract" Annexure 1 and employ trained staff to carry out periodical tests as per directions and procedures laid down by the Quality Control cell of the Chief Engineer's Office, The records shall be maintained in the prescribed formats and copies thereof covering the work done each month shall be submitted with the bills.

Clause-11-A REMOVAL OF EMPLOYEES / WORKMEN

The Engineer-in-Charge shall have full power at all times to object to the employment of any workmen foreman or otherwise on the work by contractor and if the contractor shall receive notice in writing form the Engineer-in-Charge requiring the removal of any such person from the work the contractor shall comply with the order forthwith. No such Workmen/foremen or other employees, after his removal from the works by order of the Engineer-in-charge shall be re-employed or reinstated on the work by the contractor at any time except with the previous approval in writing of the Engineer-in-charge. The contractor shall not be entitled to demand the reason from the Engineer-in-charge for requiring the removal of any such workman/foreman or any other employee.

Clause-12 ALTERATION IN SPECIFICATIONS AND DESIGNS

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

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

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

(iii) If the rates cannot be determined as provided in (i) and (ii) above then such work shall be paid at the rates entered in common schedule of the rates minus plus the percentage rate at which the bid has been accepted.

(iv) If the rates for the altered add or substituted work cannot be determined in the manner specified in clauses (i) (ii) (iii) above, then the contractor shall within 7 days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate or rates which he intends to charge for such class of work supported by analysis of the rates in support of rates/claimed. The Engineer-in-charge shall determine the rate or rates on the basis of prevalent market rates and the contractor shall accept these accordingly.

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Secretary, PSSC

WITNESS

Director Sports cum

However the Engineer-in-Charge by notice in writing, will be at liberty to cancel the order given to the contractor to carry out such work and to carry out in such manner as he may consider advisable, provided always that if the contractor shall have commenced work or incurred any expenditure in regard thereto before the rates shall have so determined then in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge. In the event of dispute, the decision of the superintending Engineer of the circle shall be final.

Clause - 13 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORKS

If at any time, after the commencement of the work the Government shall for any reason whatsoever not require the whole or part thereof as specified in the contract to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment of 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 derive in consequence of the full amount of the work not having been carried out. neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

Clause- 14 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

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

Clause-15 WORKS TO BE OPEN TO INSPECTION

All works under or in course of execution or executed in pursuance of the contractor shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his senior/subordinates and the contractor shall at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his senior/subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders given to a Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

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WITNESS

Director Sports cum

Clause - 17 LIABILITY FOR DAMAGE AND IMPERFECTION FOR THREE MONTHS AFTER CERTIFICATE

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

Clause - 18 CONTRACTOR TO SUPPLY MATERIALS, PLANTS, SCAFFOLDINGS.

The contractor shall arrange and supply at his own cost all materials (except such specific materials as may be issued from the stores of the Engineer-in-charge) plant tools appliances implements, ladders cordage tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work. Whether original, altered or substituted and whether included in the specifications of other documents forming part of the contract or referred to on these conditions or not all which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter which under these conditions he is entitled to be satisfied or which he is entitled to require together with the carriage thereof to and from means and materials necessary for the purpose of setting out works on counting, weighing and assistance in the measurements or examination at any time or from any amount due to the contractor under the contract or from his security deposit. The contractor shall also provide necessary fencing and light required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions to any such person or which may, with the consent of the contractor be paid to compromise any claim by any such person.

Clause - 19 LABOUR LAWS

The contractor shall comply with all the provisions of minimum wages act 1948, Workman's Compensation Act 1963, Contract labour (Regulations and abolition) Act 1970 and the rules framed there under the payment of wages Act 1936 Employees liability Act 1938, Maternity Benefits Act 1961, the apprentices Act 1961 and rules framed there under and the Industrial Disputes Act 1947. He shall also make satisfactory arrangement for labour huts, protection of health and sanitary arrangement for the workmen employed on the work.

In every case in which by virtue of provisions of the Contract Labour (Regulation and Abolition) Act 1970 and of the contract labour Rules, Government is obliged to pay and amount of wages to a workman employed by the contractor in execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules the P.W.D. contractor's labour Regulations or under the rules framed by the Government from, time to time for the protection of health and sanitary arrangement for workers employed by PWD contractor, the Government will recover from the contractor, the amount of wages so paid or the expenditure so incurred under without prejudice to the rights of the under section 20 Sub-Section (2) and section 21 sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970.

Government, shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under section 20 sub section (1) and section 21. Sub section (4) of the Act except on the written request of the contractor and upon his giving to the Government full security for all cost which the Government might become liable in contesting such claim.

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WITNESS

Director Sports cum

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

In every case in which by virtue of the provision of the section 12, Sub-section (1) of the workman's condition Act 1922, the Government is obliged to pay compensation to a workman employed by the contractor in execution of work, the Government will recover from the contractor the amount of compensation so paid and without prejudice to the rights of Government under section 12, sub-section (ii) of the said Act, The Government shall be at liberty to recover such amount of any part thereof by deducting it from the security deposit or from any sums due by the Govt. to the contractor whether under this contract or otherwise. Govt. shall not be bound to contest any claim made against it under section 12, Sub-section (1) of the Act except on the written request of the contractor and upon his giving to Govt. full security for all costs for which the Govt. might become liable in consequence of contesting such claim.

Clause - 21 WORK NOT TO SUB - LET

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

Clause - 22 COMPENSATION CONSIDERED REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS

All sum payable by way of compensation under any of these classes shall be considered as reasonable compensation to be applied to the use of Compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

Any excess payment made to the contractor in advertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Govt. by the contractor in respect of this contract or any other contract or work-order or on any account whatsoever may be deducted from any sum payable by Government to the Contractor either in respect of this contract or any work order or contract or on any other account by any other department of the Govt.

Clause-23 CHANGE IN CONSTITUTION

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

Clause - 24 DIRECTIONS OF THE SUPERINTENDING ENGINEER

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

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WITNESS

Director Sports cum

Clause - 25**EXTRAORDINARY CLAIMS**

No claims for payment of an extraordinary nature, such as claims for bonus, for extra labour employed in completing the work before the expiry of the contractual period at the request of Engineer-in-charge or claims for compensation where work has been temporary brought to a standstill though no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Punjab Government under the signatures of one of its secretaries.

Clause- 25 A**DISPUTES AND ARBITRATION**

- i) If any dispute or difference of any kind whatsoever shall arise between the Government/ authorized representative and the contractor in connection with or arising out of this contract or the execution of work there under.
- ii) Whether before its commencement or during the progress of work or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the Engineer-in-charge of the work and he shall, within a period of sixty days after being requested in writing by the contractor to do so. convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding upon the contractor. In case the work is already in progress, the contractor shall proceed with the execution of the work on receipt of the decision of the Engineer-in-charge as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.
- iii) If the Engineer-in-charge has conveyed his decision to the contractor and no claim for arbitration has been field by the contractor within a period of sixty days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all.
- iv) If the Engineer-in-charge 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 first sixty days from the date on which the said request was made by the contractor refer the dispute for arbitration as hereinafter provided.
- iv) All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D. post be referred to the sole arbitration of the Superintending Engineer of the circle concerned in the water supply and sanitation department acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government in which event, the Chief Engineer shall, appoint any other technical officer not below the rank of Superintending Engineer to act as an arbitrator on receipt of a request from either party.
- vi) Chief Engineer-in-Charge of work 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 reason thereof either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceeding would stands suspended as soon as an application for change of Arbitration is filed before the Chief-Engineer and a notice therefore given by the applicant to the Arbitrator. The Chief Engineer after hearing both the parties may pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously, appointing a technical officer not 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 one hundred twenty days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to Arbitrator shall be made within six calendar months from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer-in-Charge (whose decision in this respect shall be binding) whichever is earlier.
- viii) It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitration shall specify the disputes based on facts and calculation stating the amount claimed under each claim and shall furnish a "deposit-at-all" for ten percent of the amount claimed on schedule bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. in the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any shall be forfeited and paid to the other party.
- ix) The Provision of the Indian Arbitration Act 1940 or any other statutory enactment there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- ix) The Arbitrator shall separately give his award against each claim raised by either party giving reason for award. Any lump sum award shall not be legally enforceable.
- xi) The independent claims of the party other than the one seeking arbitrator as also the counter claims of any party shall be entertained by the Arbitrator.
- xii) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- (xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following :-
- a) Of the date of completion of the work as certified by the Engineer-in--charge or
- b) Of the date of abandonment of the work or breach of contract under any of its clauses, or
- c) Of its non-commencement or non resumption of work within 10 days of written notice for commencement or resumption as applicable, or
- d) Of the cancellation, termination or withdrawal of work from the contractor in whole or in part and/or revision or foreclosure of the contract, or
- e) Of receiving an intimation from the Engineer-in-Charge that the final payment due or recovery from the contractor had been determined, for the purpose of payment/adjustment whichever is the latest.
- f) 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 invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings

shall not disentitle the Engineer-in-charge to terminate the contract and to make alternate arrangement for completion of the works.

- (xvi) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first date of hearing. The arbitrator may, from time to time, with the consent of the parties enhance the initial time for making and publishing the award.
- (xvii) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

- Clause -- 26**
- (a) STORAGE OF CEMENT AND RECORD OF CONSUMPTION: - DELETED
- (b) VARIATION IN CONSUMPTION OF MATERIALS: - DELETED
- (c) DETERIORATION / PILFERAGE OF MATERIALS: - DELETED
- (c) DOOR AND WINDOW FITTINGS: - DELETED

Clause - 27 LUMP SUM IN ESTIMATE

When the estimate on which a bid is made including lump sum in respect of parts of the work the contractor shall be entitled to payment in respect of parts of the work involved at the same rates as are payable under this contract such items. if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, the Engineer--in-Charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under provision of this clause.

Clause - 28 SPECIFICATION

In the case of any class of work there is no specification as mentioned in clause 11 the work shall be carried out in accordance with the specifications laid down by the Bureau of Indian Standards and in the event of there being no such requirements of the Engineer-in-Charge.

Clause-28A (a) CONCRETE WORK

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

(b) CURING OF CEMENT WORK

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

(c) PITS AT SITE PROHIBITED

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

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WITNESS

Director Sports cum

(d) CO-ORDINATION WITH OTHER AGENCIES

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

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

The rates as offered and accepted in this contract are inclusive of all taxes and statutory levies such as income Tax, Octroi/terminal tax, Sales tax/turn-over tax, royalty contribution under Employee's State-Insurance and local taxes payable under there respective statutes (ESI contribution etc.)

(b) INCOME TAX

Income tax, shall be deducted at source as per provision of the Income tax Act and a certificate of such deduction made in each financial year shall be furnished to the contractor by the disbursing officer.

(c) SALES AND OTHER TAXES

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

(d) LOCAL LAWS AND LEVIES

The contractor shall comply with the proper bye laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account.

(e) DAILY PAYMENT IN EMERGENCY

In case of emergency, the contractor shall be required to pay his labour every day and in case of default, the requisite payment shall be made by the Government and the amount shall be recovered from the contractor.

Clause -- 30**VARIATION IN PRICE**

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

The amount certified in each payment certificate shall be adjusted by applying the respective price adjustment factor to the net amount due for payment of material issued at fixed rates exhibited the "Notice inviting Tender" as under:

$$P = 0.35 + 0.6 \times I_m / I_o$$

Here P is the adjustment factor for the portion of the contract price.

I_m is the official whole-sale price index published by the Ministry of Economic affairs at the end of the calendar month prior to preparation of the bill:

I_o , is the official whole sale price index published by the Ministry of Economic affairs at the end of the calendar month previous to the one in which the bids comprising the contract were received.

If the value of the index is changed or amended after it has been used in calculation fro a particular payment, a correction shall be applied and an adjustment made in the next payment certificate. The index value is deemed to take into account of all variation in prices. The contractor shall furnish documentary evidence of the wholesale price index from time to time to facilitate calculation for variation in prices.

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WITNESS

Director Sports cum

Clause-30-A

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

Clause - 30- B

Last date of tender for the purpose of escalation will be reckoned as the date on which final financial bid is submitted or effect of equalized conditions is submitted.

Clause -31 (a) TECHNICAL STAFF

The contractor shall employ the following construction staff on whole time basis during execution of work and shall submit names and attendance certificate on the 10th of each calendar month.

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

(ii) One graduate Engineer or qualified diploma holder having relevant experience of not less than three years for works amounting up to Rs. 50.00 Lacs.

The technical staff shall be available at site at all times.

In case the contractor fails to employ the above minimum technical staff or fails to submit the names and attendances of such staff, recovery shall be made from his bills at the rate of twice the average pay of the corresponding staff working with the Public Works Deptt.

Clause - 31 (b) CONSULTANTS FOR QUALITY CONTROL

It is excepted that every contractor will have proper quality control staff and procedure in order to ensure quality. They are also expected to improve their procedure in line with I.S.O. 9000 and get the certification. For all works amounting to more than Rs. 2.00 crore, the contractor shall engage a competent and independent quality control consultant approved from Engineer-in-Charge at works to exercise effective control over the construction operations in the field so as to produce quality works. The fully equipped laboratory shall be set up at site of works and trained staff shall be employed by the said consultant. The contractor shall supply to the Engineer-in-Charge a copy of his agreement and the fee for quality control should generally be between 0.5% and 1.5% of the contract value. The payment to the quality control consultant shall be made by the Engineer-in-Charge direct as per the copy of the agreement supplied by the contractor. This payment will be recovered from the contractor. The consultant will guide the contractor for production of quality works at all stages and shall maintain records, reports and test results so as to indicate the extent of quality achieved. The consultant will also supply a copy of all these reports, tests and checks with his bill without which no payment shall be made. The Engineer-in-Charge can also order the change of consultant : if in his option they are not performing completely. The Engineering-in-Charge will be free to conduct surprise, random or in-situ checks so as to have cross check on quality control consultant. The Engineer-in-Charge may order employment of a consultant at the cost of the contractor or may order the departmental staff to carry out the quality control checks and a deduction at the rate of 1.5% of the total cost of the work shall be deducted from the bill of the contractor even if the actual expenditures incurred on private consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility regarding quality and he shall remain liable for any defect in the execution.

(c) PERFORMANCE TEST

The contractor shall give a satisfactory performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for this test.

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WITNESS

Director Sports cum

Clause - 32

ACTS OF GOD

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

Clause - 33

JURISDICTION

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

Clause - 34

The terms and conditions of the Agreement have been explained to me/us and I/we certify that I/We clearly understand the same

ANNEXURE – 1

List of essential equipment and machinery to be arranged by the Contractor, insufficient quantities, free of cost.....

(a) For construction

- | | | | |
|----|----------------------------------|-------|------|
| 1. | Steel shuttering | _____ | sqm. |
| 2. | Concrete mixer with hoppers | _____ | Nos. |
| 3. | Concrete Vibrators | _____ | Nos. |
| 4. | Pump sets | _____ | Nos. |
| 5. | G.I. pipe line with specials | _____ | Mtr. |
| 6. | Flexible pipe line | _____ | Mtr. |
| 7. | Theodolite | _____ | Nos. |
| 8. | Dumpy level with leveling staves | _____ | Nos. |
| 9. | Weigh batcher | _____ | sqm. |

(b) For field laboratory

- | | | | |
|----|--|-------|-------|
| 1. | Compression testing machine | _____ | Nos. |
| 2. | Concrete cube moulds 150 x 250 x 150 mm | _____ | Nos. |
| 3. | Slums cones | _____ | Nos.. |
| 4. | Graduated cylinder | _____ | Nos. |
| 5. | Set sieves for coarse aggregate (40, 20, 10 & 4.75 mm) | _____ | Set. |
| 6. | Set of sieves for fine aggregate (10, 4.75, 2.36, 1.8mm &) 600, 300, 150 micron. | _____ | Set. |
| 7. | Weighing scale (Pan type) with weights | _____ | Nos. |
| 8. | Latest relevant B.I.S. codes | _____ | Nos. |

SPECIMEN FORM FOR PERFORMANCE BANK GUARANTEE

To,

Employer..... Name of

address of

Employer.....

WHEREAS (Name and Address of contractor)

(hereinafter called 'the contractor') has undertaken, in Pursuance of contract No.....

dated..... to execute (Name of contract and Brief description of works).....

.....called 'the contract.

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

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee :

NOW THEREFORE we hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total amount of Guarantee..... (in words)

we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of amount of Guarantee as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the works to be performed there under or any of the contract documents which may be made between you and the contractor shall in and may release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid unit the date.....months after the issuing of the maintenance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR.....

Name of Bank.....

Address.....

Date.....

**CONTRACOR
Secretary, PSSC**

WITNESS

Director Sports cum

**ANNEXURE -II
CEMENT STEEL REGISTER**

Particulars of Receipt of

| Date | Qty. Recd | Source of receipt with main store permit/Gate pass No. | Progressive Total | Date | Qty. Recd | Item Work | Qty. return at the end of day | Actual issued | Daily Balance | JE's initials | Signature of Contractor/ representative | Checked AE/EE. |
|------|--------------|--|----------------------|------|--------------|--------------|--|------------------|------------------|------------------|---|-------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | | | | | | | | | | | | |

CONTRACOR

WITNESS

Director Sports cum Secretary, PSSC

ANNEXURE - D
ITEM NO. 5

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

On the completion of any work whether executed on through rates, labour rates or departmental labour. the consumption statement shall be prepared for such materials as have been issued by Public Works Department. In order to determine the excess or short consumption of materials, the actual quantities issued to the work shall be compared with the theoretical worked out quantities on the basis of consumption factor given in chapter 27. of Common Schedule of rates. The consumption of materials for different items will normally, confirm to the quantities given in that chapter. However, if there is any excess or short consumption of materials, the following procedure should be adopted unless otherwise specified.

(a) For Excess consumption of material.

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

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

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

(b) For short consumption of materials :

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

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

CONTRACTOR

WITNESS

SECRETARY PSSC

This variation will not be taken as matter of routine and will have to be properly justified in each case by the Engineer-in-charge, where the work is done on through rate basis, the recovery of costs of materials, thus saved shall be made from the contractor at the market rate.

When the consumption of material is short by more than the permissible percentage detailed above and the work is being done on through rate basis, the rates of the items shall be reduced or where it is not possible to determine the exact item on which short material has been used the cost of the material shall be recovered from the contractor at issue rate upto permissible limits at penal rates as provided in the contract.

When the work is done departmentally or on labour rate and the consumption is short by more than the permissible percentage details above the Executive Engineer shall investigate of the cause of such short consumption and shall bring to the notice of the Secretary, Punjab State Sports Council, Chandigarh all such cases, for such action against defaulting Government officials and contractors as he may deem fit.

The decision of the Secretary, Punjab State Sports Council, Chandigarh in this matter shall be final. It shall also be determined whether the stability of structure is affected adversely by short consumption of material and in case where it felt that it is likely to be so the work shall be rejected. The decision of the Secretary, Punjab State Sports Council, Chandigarh in this regard shall be final.

- (a) For major projects involving weigh switching actual variation will be ascertained and fixed by the project authorities....
- (b) The cost of work shall be considered as on C.S.R. 2020 without any ceiling premium.

CONTRACTOR

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ANNEXURE 'E'
Schedule of Materials

Schedule showing (approximately) materials supplied from the public works stores for contracts to be executed at the rates at which are to be charged for.

| Particulars | Rate at which the material will be charged to the contractor | Place of delivery |
|--|--|-------------------|
| | | |
| | | |
| The above material will be issued from stores at | | |

Note :- 1. The person or firm, submitting the tender should see that the rates In the above schedule are filled by the Engineer-in-Charge at the time of issue of the form prior to the submission of the tender.

Note 2 :- The above mentioned issue rates of materials are subject to change as per of rates decided by the zonal committee and applicable on the date of opening of tenders.

Director Sports Cum Secretary
Pb State Sports Council
SASNager *(Mohali)

CONTRACTOR

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Technical Specifications

(As per Punjab P.W.D. specifications Book 1963 & latest relevant BIS codes)

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WITNESS

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DRAWINGS

(As per Department's booklet relating to Standard Drawings of various items)

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Bill of Quantity

| Bill of Quantities for the work Repair of Flood Lighting System at Surjeet Hockey Stadium Barlton Park Jalandhar | | | | | | |
|--|---------|---|----------|------|----------|---------------|
| S NO | CSR Ref | Description of item | Quantity | Unit | Rate | Amount |
| 1 | NS | Supply & Erection of Double Ended Short ARC metal halide lamp 2000 watt Suitable for Sports lighting meta; halide 2000watt Fixers Including Connections and the cost of all the petty material required to complete the job with fully satisfaction of Engineer-in-charge | 30 | Unit | 26658.00 | 799740. 00 |

Say Rs 8.00 lac

- 1 Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of
- 2 Quantities
Where there is a discrepancy between the rate & Unit that will be finalized as per CSR & rebate will be taken from amount
- 3 .
The instructions issued by Technical Advisor to Hon'ble CM, Punjab vide letter no. ATPB/20/GL dated 30.11.17 & time to time and PWD (B&R) Branch Patiala vide letter no. 2483-89 dated 26.12.2018 & letter no. 159-66 dated 29.05.2019 and Directorate, Local Government, Punjab vide letter no. EIC-2018/3165-80 dated 16.11.2018 shall be strictly followed.

DNIT Approved For Rs 8.00 lac Subject to Technical & financial Regularities

Director Sports cum Secretary
Punjab State Sports Council
Mohali

Executive Engineer C
Punjab State Sports Council
Mohali

My Rate Will be% Below or above (In words

.....

Signatures of Contractor

CONTRACTOR

WITNESS

SECRETARY PSSC

CONTRACTOR

WITNESS

SECRETARY PSSC