

**PUSHPA GUJRAL SCIENCE CITY**  
**TENDER DOCUMENTS**

Work of Providing and Fixing Acoustic Treatment to Dome Pavillion No. II (55' dia Dome) in Pushpa Gujral Science City, Kapurthala (Punjab).

**Estimated Cost Rs. 9.00 Lacs**

Executive Engineer  
Pushpa Gujral Science City  
Jalandhar Kapurthala Road,  
Kapurthala-144601  
Tel No: 01822-501963-64-65  
Email- info@pgsciencecity.org  
[www.pgsciencecity.org](http://www.pgsciencecity.org)  
This DNIT contains pages 1 to 27.

Issued to M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Against Draft/PGSC receipt No. \_\_\_\_\_  
\_\_\_\_\_ dt. \_\_\_\_\_ for Rs. \_\_\_\_\_

Executive Engineer  
PGSC, Kapurthala

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

**PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA**

**ITEM RATE TENDER  
AND  
CONTRACT FOR WORKS**

This agreement made this .....Day of .....Between ..... ( therein after called the "Contractor") of one part and PGSC, Kapurthala through the Executive Engineer, Pushpa Gujral Science City (hereinafter called PGSC) of the other part:

Where as the contractor has offered to execute the Const. of ..... and the PGSC has accepted his tendered offer for the execution of afore mentioned work. Now This agreement as follows:

- 01. In this agreement, words and expressions shall have the same meanings, are respectively assigned to them as per the general conditions of contract hereinafter referred to:
- 02. The following documents shall be deemed to form and be construed as part of this agreement:
  - (i) The "Notice Inviting Tenders" & "Instructions to tenders" as at Annexure "A" to this agreement.
  - (ii) "Item rate tender for works" as at annexure 'B' to this agreement.
  - (iii) "Conditions of contract" as at annexure 'c' to this agreement.
- 03. 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 approved "Notice Inviting Tender". The essential material will be arranged by the contractor at its own.
- 04. All correspondence and modifications of tendered offer and acceptance letter will form part of this agreement.
- 05. In considerations of the payments to be made by the PGSC to the contractor in respect of completed work or item of work, the contractor hereby covenant with the PGSC to execute the work in conformity in all respects with provisions of this agreement.
- 06. The PGSC hereby covenants to pay the contractors, in consideration of execution of works, the price in the manner as specified in this Agreement.

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

In the presence of

SIGNATURE OF CONTRACTOR

- 1. NAME & ADDRESS Address .....
- 2. ....

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

In presence of NAME & ADDRESS

1 ..... Executive Engineer for & on behalf of Pushpa Gujral Science City, Kapurthala

**Contractor  
Expanse**

**Witness**

**Executive Engineer**

ANNEXURE 'A'  
**PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA.**  
**NOTICE INVITING TENDER AND INSTRUCTIONS TO TENDERS**

1. Sealed Tenders in the prescribed form are hereby invited on behalf of the Pushpa Gujral Science City, Kapurthala for the **Providing and Fixing Acoustic Treatment to Dome Pavillion No. II (55' dia Dome)** Pushpa Gujral Science City, Kapurthala (Punjab).
2. The tenders forms "Alongwith conditions of contract" to be fulfilled can be obtained from the office of Director General, Pushpa Gujral Science City, SCO 60-61, Sector 34-A, Chandigarh or the Executive Engineer PGSC, Kapurthala. The contractors submitting tender will have to pay an amount of Rs **500/- (Non- Refundable)** as cost of the tender form. The forms can also be downloaded from the web site of Pushpa Gujral Science City, viz. [www.pgsciencecity.org](http://www.pgsciencecity.org) and in that case the cost of forms in the form of a demand draft for Rs. 500/- in favour of Pushpa Gujral Science City payable at Kapurthala shall be attached by a contractor the with tender documents, failing which the tender is likely to be rejected.
3. Tender documents duly completed in all respects, signed on each page and placed in sealed cover, with the name of work written there upon will be received in the office of the Director General, Pushpa Gujral Science City, SCO 60-61, Sector 34-A, Chandigarh upto **2:30 PM** on **7<sup>th</sup> September, 2010** and will be opened on the same day at 3:00 PM in the presence of tenderers or their representatives who may like to be present.
4. The time allowed for the completion of the work will be   2   **months (two Months)** after date of issue of Acceptance letter to the Contractor.
5. Rates of items of work shall be quoted in words as well as in figures in the Schedule of work attached in this tender form.
6. Earnest Money **amounting to Rs. 20,000/-** must be furnished in the form of Demand Draft of Schedule Bank in favour of Pushpa Gujral Science City, payable at Kapurthala and enclosed with the tender Any bid not accompanied with requisite earnest money in acceptable form shall be rejected. Bid shall not be opened without the receipt of Earnest Money
7. 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 deduction from the running bills; (three percent of the total cost to cover liability of defects and shorts comings and two percent of the total cost for the winding up the contract satisfactory). The earnest money if released from the Bank will be treated as part of the security deposit.
8. The offer shall remain open for Acceptance for a period of 90 (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. After the forfeiture of earnest money, the contract shall be immediately nullified.
9. 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.
10. 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.
11. Sales tax or any other tax on the material or the turnover shall be payable by the contractor and the PGSC will not entertain any claim in this respect: Service tax if any shall be paid extra.
12. Before filling his tender the contractor shall visit the site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working, conditions, stacking of materials, installation or tools, plants etc. accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No. claim, whatsoever on such accounts shall be entertained by the PGSC in any circumstances.
13. 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 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 his discretion to 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 Act.

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 item 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 or persons duly authorized to sign on behalf of the tenderer. All pages of the tender document containing the entries and all corrections or amendments made there in shall be initialed by the person or persons signing the tender. The following documents shall accompany the tenders.
  - (i) Deposit at call, issued by the Nationalized Bank, fixed deposit receipt, Demand Draft or treasury receipted for earnest money.
  - (ii) Attested copies of Income Tax Certificate, PAN, VAT No (TIN).
  - (iii) Partnership deed or Registration Certificate of the firm or company as the case may be.
  - (iv) Power of Attorney as required under rule for joint venture.
  - (v) List of works executed and/or in progress with agreement cost.
  - (vi) Letter/certificate from Saint-Gobain Gyproc Ltd. or equivalent showing the contractor as authorised contractor of the firm.
18. Incomplete tenders not fulfilling any of the conditions specified above, are liable to be rejected without assigning any reason.

**ITEM RATE TENDER ANNEXURE –B  
PUSHPA GUJRAL SCIENCE CITY, KAPURTHALA**

I/we hereby offer to execute for the Pushpa Gujral Science City, Kapurthala the work specified in the under written Memorandum within the time specified in such memorandum at the item of work rate entered in the Schedule referred to in the "Notice Inviting Tender" and annexed here to and in accordance, in all respects, with the specifications designed drawings and instruction in writing referred therein and in clause 13 of the " Conditions of Contract" and with such material as are provided for and in all other respects in accordance with such conditions so far as applicable.

Memorandum

- a) General Description **Providing and Fixing Acoustic Treatment to Dome Pavillion No. II (55' dia Dome) at PGSC, Kapurthala.**
- b) Estimated Cost ..... **Total Amount : 9.00 Lacs**
- c) Earnest Money ..... **Rs. 20,000/-**
- d) Security deposit ..... **Rs. ....Nil.....**
- e) Percentage, if any to be deducted from bills ..... **5% of the amount of work.**
- f) Time allowed for completion from the date of issue of Acceptance Letter to the Contractor ..... **2 Months.....**

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 there to forfeit and pay to PGSC the sum of money mentioned in the said conditions.

A sum of Rs. ....is hereby forwarded in the shape of demand draft no. .... dated..... drawn in favour of Pushpa Gujral Science City as Earnest Money will be forfeited without prejudice to any other right or remedies to the PGSC 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 above memorandum.

Dated the .....day of .....20.....signature of contractor.

Witness \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Telephone \_\_\_\_\_

The above offer is hereby accepted by me on behalf of the Pushpa Gujral Science City, Kapurthala.

Dated the .....day to .....Signature (Designation)

**Contractor**

**Witness**

**Executive Engineer**

**ANNEXURE C  
CONDITIONS OF CONTRACT**

**DEFINITIONS:**

1. The "Contract means the documents forming the tendered offer and acceptance there of constituting a Binding contract between the PGSC/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 and 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 complimentary to one and other.
2. Deleted.
3. "Completed Works" shall mean, the work completed in all respects as per laid down specifications, drawings, approved N.I.T. and to the entire satisfaction of Engineer-in-Charge
4. The "Contractor shall mean individual or firm or company whether incorporated or not under taking the work and shall include the legal personal representative or the persons comprising such form or company or the successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
5. The "Completion date "is the date when the Engineer-in-Charge or any other agency in his place certifies that the works can be put to use, after receipt of intimation from the contractor regarding its completion.
6. The "Communication between parties are the written and signed letters notices, reminder, memorandum and instructions book or books kept at site.
7. "Days and Months" are calendar days and calendar months.
8. The Engineer-in-Charge" means The Executive Engineer PGSC or any other Agency appointed by the PGSC to supervise the work and administer the contract with the assistance of his authorized subordinates, who shall be in charge of the work and who shall sign the contract on behalf of the PGSC.
9. The PGSC shall mean the Pushpa Gujral Science City, Kapurthala.
10. The "Site" shall mean the land and or other places on, into or through which work is to be executed. Under the contact or any adjacent land path or street which may be allowed to be used for the purpose of carrying out the contract.
11. Deleted.
12. The "Start date" is the date when contract came in to 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 context otherwise requires mean what the contractor is required to execute and hand over to the PGSC.

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

**Contractor**

**Witness**

**Executive Engineer**

## CLAUSES OF CONTRACT

### Clause-I Performance Guarantee and Security

The Contractor, whose tender is to be accepted shall furnish:-

- (i) A bank Guarantee of Schedule Bank in the prescribed format ( Specimen Form attached) in favour of Pushpa Gujral Science City, Kapurthala for an amount 5% of the amount of contract valid upto date of completion ( Time Limit) to cover the amount of liquidated 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.
- (ii) A cash Security at 5 % of the amount of the contract inclusive of the Earnest money initially deposited with the bid to cover the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work, which has been executed to be progressively deducted @ 5 % in all payments 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 to satisfactory removal of all defects, imperfections, short comings and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer-in-Charge would be conclusive.

The remaining amount of security shall be released after the expiry of Twelve months from the date of completion of work and after removal of all defects. Imperfections and shortcomings that may be noticed during this period and after satisfactory winding up of the contract as provided in clause 6 A to the entire satisfaction of the Engineer-in-Charge.

## COMPENSATIONS FOR DELAY

### Clause-2

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 indicated below:-

- (i) On lapse of 25 % contractual time : 20 %
- (ii) On lapse of 50 % contractual time : 50 %
- (iii) On lapse of 75 % contractual time : 80 %
- (iv) On lapse of full contractual time : 100 %

In case of default, the contractor shall not, withstanding issuance of a prior notice in this regard, Pay prospectively as liquidated damages, an amount upto 1 % of the amount of contract or such lesser amount that the Engineer-in-charge may levy, for every week that the work remains uncommenced after 10 days of 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 Director General, PGSC on representation from contractor after hearing both the parties i.e. Engineer-in-Charge and contractor may reduce the amount of liquidated damages and his decision in writing shall be final.

**Contractor**

**Witness**

**Executive Engineer**

### **BREACH OF CONTRACT LEAVY OF DAMAGES.**

#### **Clause – 3**

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 the amount of the contract, if the contractors, commits breach of contract under any clause of the contract, or in any of the following cases:-

- (i) If the contractor suspends the execution of the work and in spite of having been given a notice in writing by the Engineer-in-charge fails to resume the work within ten days of the issue of the said notice,
- (ii) If the contractor, having been given a notice in writing by the Engineer-in-Charge, fails to rectify, reconstruct or replace any defective work or continues the execution of work in an insufficient, improper, unworkman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- (iii) If the contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the credit or shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or manager or to make a winding up order.
- (iv) If the contractor commits any of the acts or defaults mentioned in clause 21 and 24 thereof. Provided further, that in case action under clause 2 as afore said levy or liquidated damages is also taken, total amount of liquidated damages and compensation for breach of contract under both the clauses shall be limited to 7.5 percent of the amount of the contract or the amount available with the Deptt. including Bank Guarantee which ever is less. The requisite amount for which the contractor may become liable shall be realized by encashing the Bank Guarantee furnished by the contractor, as specified in clause 1 above and/or from other amounts due to the contractor/ in respect of this work or any other work, undertaken for the government.

After the termination of the contract under this clause, the department shall be at liberty to (i) get the balance work executed through some other contractual agency or through departmental means or to (ii) abandon the balance work altogether or to (iii) modify the design and scope of the work in any manner. The contractor shall have no claim against the department for treating the work in any manner deemed fit.

### **LIABILITY OF CONTRACTOR/AND POWERS TO TAKE OVER AND DISPOSE OFF CONTRACTOR PLANT**

#### **Clause-4**

In any case, in which any of the powers conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and these shall not be exercised, the non-exercise there of shall not constitute a waiver of any of the conditions here of and such power shall, notwithstanding, be exercisable in the event of any future case of default on the part of the contractor, for which by any clause or clauses, here of, he is declared liable to pay compensation and the liability of he contractor for past and future compensation shall remain unaffected.

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

## **EXTENSION OF TIME**

### **Clauses 5**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge (with corresponding time extension in performance Bank Guarantee) within thirty days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extension as aforesaid and the Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, as may in his opinion be necessary or proper, No application for extension of time received late or addressed to the Sub-Divisional Engineer or any officer other than the Engineer-in-Charge shall be considered valid. If the contractor fails to apply for extension as aforesaid and the work is not completed within the time limit, the contract shall be determined absolutely after action under clauses 2 and 3 above.

## **COMPLETION CERTIFICATE**

### **Clause 6**

Within ten days of the completion of work, the contractor shall give notice to such completion to the Engineer-in-Charge & within 30 days of the receipt of such notice, The Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates shall be issued. However no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed, from the premises on which the work shall be executed, all scaffolding, surplus materials rubbish and all huts and sanitary arrangements set up for his 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 or about which the work is to be executed or of which he may have had possession for the purpose of execution there of and not until the works shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with these requirements 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 contractor get cleared off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale proceed thereof.

## **WINDING UP OF THE CONTRACT**

### **Clause 6 –A**

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

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

## **PAYMENT ON INTERMEDIATE CERTIFICATES REGARDED AS ADVANCES**

### **Clause 7**

No payments 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 there of be entitled to receive a

monthly payment proportionate to the part thereof 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, un-sound imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the accruing of any claim, not shall it conclude, determine or effect 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 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**

A bill shall be submitted by the contractor accompanied by the following documents:-

- (i) Measurements and quantities of items of work done since last bill.
- (ii) Copies of instructions recorded in the site instruction book containing the instructions 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 shall get the bill verified, if possible, within 30 days from its presentation and the contractor shall be required to sign the corrections made, if any, in token of its acceptance before releasing or adjusting the payable amount.

If the contractor does not submit a bill, the entire responsibility for non-payment or delay in payment shall rest with him.

### **RETURN OF EXTRA ITEMS**

#### **Clause-9**

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

#### **Clause – 10 Deleted**

### **SECURED ADVANCE**

#### **Clause – 10A**

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

#### **Clause – 10 B Deleted.**

## **WORK TO EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDER ETC.**

### **Clause- 11**

The Contactor shall execute the whole and every part of the work in the most substantial and work-man-like manner both as regards, materials and labour and otherwise in every respect in strict accordance with the CPWD specifications latest Editions. 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.

For ensuring the requisite quality of construction, the material used in works shall be subjected to quality control tests fore materials and workman –ship tests as laid down in C P.W.D. Specifications as amended from time to time or the relevant standards laid down by the Bureau of India standards.

### **REMOVAL OF EMPLOYEES/WORK MEN:**

#### **Clause-11-A**

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

### **ALTERATION IN SPECIFICATION AND DESIGNS:**

#### **Clause-12**

The Engineer-in-Charge shall have power to make any alternation 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 alternations/additions or substitutions shall not invalidate the contract any altered, additional or substituted work shall be carried out by the contractor on the same conditions in all respects on which he agreed to the main work and 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 be original contract work and the certificate of 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 their 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 for the work.
- (ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i) & (ii) above, then the contractor shall within 7 days of the date of his receipt of the order to carryout 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 rate in support of rates/claimed. The Engineer-in-Charge shall determine the rate on the basis of prevalent market rates and pay the contractor accordingly.

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

### **Clause-13**

#### **NO COMPENSATION FOR ALTERNATION IN OR RESTRICTION IN WORKS**

If at anytime, after the commencement of the work the PGSC shall for any reason what-so-ever not required 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 or compensation what-so—ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of work not having been carried out, neither shall have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, designs and instigations 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, unskilful 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, not with standing that the same have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so, within a period to be specified by the Engineer-in-Charge. In his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percent of the estimated amount for every week not exceeding ten weeks, while his failure to do so shall continue and in the case of such failure, the Engineer-in-Charge may rectify or remove and reexecute the work or remove and replace with other, the materials or articles complained of as the case maybe at the risk and expense in all respects of the contractor.

### **Clause 15**

#### **WORKS TO BE OPEN TO INSPECTION**

All work under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer-in-Charge and his Senior/ subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his senior/subordinates to visit the works shall have been given to the contractor, either him self be present to receive orders 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.

## **NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

### **Clause- 16**

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

## **LIABILITY FOR DAMAGE AND IMPERFECTION FOR TWELVE MONTHS AFTER CERTIFICATION**

### **Clause- 17**

If the Contractor or his workmen shall break, deface, injure or destroy any part of building in which he may be working or art building road, fence enclosure or green grass land, water pipes, cables, drains, electric or telephone posts or wires, trees or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause what-so-ever 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 expense or In default, the Engineer-in-Charge may cause, the same to be made good by other workmen and deduct the expenses incurred both on labour and Material ( for which the certificate of the Engineer-in-Charge shall be final from any sums that may be then due or at any, thereafter may become due to the contractor from his security deposit.

## **CONTRACTORS TO SUPPLY MATERIALS, PLANT, SCAFFOLDING**

### **Clause-18**

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, applications, implements, ladders, cordage tackle, scaffoldings, water and power supply and temporary works requisite or proper for effective execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to by 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 there of to and from the work. The contractor shall also supply free of charge the requisite number of persons with the means and materials necessary for the purpose of setting out work or materials. Failing his so doing the same may be Engineer-in-charge at the expense of the contractor and his expense may be deducted from any amount due to the contractor under the contract or from his security deposit. The contractor shall also provide necessary fencing and lights 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 to the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor be paid to compromise any claim by any such person.

**Clause-19****LABOUR LAWS**

The contractor shall comply with all the provisions of minimum wages Act 1948, workman's Compensation Act, 1923 contract labour (regulation 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 1947. He shall also make satisfactory arrangements 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 any amount of wages to a workman employed by the contractor in execution of the works or to incur any expenditure in providing welfare providing welfare and health amenities required to be provided under the above said act and the rules under the PWD Contractor's Labour Regulations of under the rules framed by the PGSC time to time the protection of health and sanitary arrangements for workers employed by PWD Contractor. The PGSC will recover from the contractor the amount of wages so paid or the expenditure so incurred under without prejudice to the right of the Government under section 20 sub-section (2) and section 21 sub-section (4) of the Contract labour (Regulation and Abolition).

Act 1970, PGSC shall be liberty to recover such amount or any part thereof by deducting if from the security deposit or from any sum due by PGSC to the contractor whether under this contract or otherwise. PGSC shall not be bound contest any claim made against it under section 20 sub section (I) and section (21) Sub section (4) of the said Act except on the written request of the contractor and upon his giving to the PGSC full security for all costs for which this PGSC might become liable in contesting such claim.

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

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

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

The contractor shall not be assigned 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 or if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of the PGSC in any 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 absolute there-upon terminate the contract as specified in clause 3 and in the event the said course being adopted, the consequences in the said clause 3 shall ensure.

## **COMPENSATION CONSIDERED REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS**

### **Clause - 22**

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

## **DEDUCTION OF PGSC DUES ON ANY ACCOUNT WHATSOEVER TO BE PERMISSIBLE**

### **Clause – 22A**

Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to the PGSC 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 the PGSC 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 Government.

## **CHANGE IN CONSTITUTION**

### **Clause – 23**

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 contractor shall be deemed to have been assigned in contravention of clause 21 here of and the same action may be taken and the same consequences shall ensue as provided in the said clause 21.

## **DIRECTIONS OF THE EXECUTIVE ENGINEER**

### **Clause – 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer of the PGSC 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.

## **EXTRA ORDINARY CLAIMS**

### **Clause 25- A**

No claim for payment of an extra ordinary 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 temporarily brought to a stand still though no fault of the contractor, shall be allowed.

## **DISPUTES AND ARBITRATION**

### **Clause 25 -B**

- (i) If any dispute of difference of any kind whatsoever shall arise between the PGSC/its authorised 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 here-in-after provided or not.
- (iii) If the Engineer-in-Charge has conveyed his decision to the contractor and no claim for arbitration has been filled 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 the final sixty days from the date on which the said request was made by the contractor refer the dispute for arbitration as hereinafter provided.
- (v) All disputes or differences in respect of which the decision is not final and conclusive shall at the request of either party made in a communication sent through registered A.D post be referred for arbitration to the Director General, Pushpa Gujral Science City, Kapurthala . The Director General shall appoint a Sole Arbitrator for arbitration on receipt of a request from either party.
- (vi) Director General, Pushpa Gujral Science City 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 he start of the arbitration proceedings or during the course of such proceeding. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Director General after and notice thereof given by the applicant to the arbitrator. The Director General after hearing both the parties pass a speaking order rejecting the application or accepting to change the Arbitrator simultaneously appointing Arbitrator under the contract. The new Arbitrator so appointed may enter upon the reference a fresh or he may continue the hearings 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 the Arbitrator shall be made within six calendar months from the date of payment of the final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer-in-Charge (Whose decision in this respect shall be final and binding) whichever is earlier.
- (viii) It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit at call" for ten percent of the amount claimed, on a 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 provisions of the Indian Arbitration Act 1996 or any other statutory enactment there under or modification raised thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- (x) The arbitrator shall award separately giving his award against each claim and dispute and counter claims raised by either party giving reasons for his award. Any lumpsum 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 any party shall be entertained by the Arbitrator.
- (xii) The venue of arbitration shall be such place 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 filled 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 no resumption of with within 10 days of written notice for

commencement or resumption as applicable, Or

(d) Of the cancellation, termination or withdrawal of the work from 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.

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 issue is covered by the scope of arbitration under the contract. The pending of arbitration proceedings shall not disentitle the Engineer-in-Charge to terminate the contract and to make alternate arrangement for the 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 enlarge 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**

Deleted

**Clause-27**

Deleted

**Clause-28**

**SPECIFICATIONS**

In the case of any class of work for which there is no specifications as mentioned in clause II, (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 specifications the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**Clause-28 (A)**

Deleted

(b)

**Deleted**

(C)

**Deleted**

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

The contractor shall maintain close co-ordination and afford necessary facilities to other agencies executing other works like Civil, Horticulture, Water Supply, Sewerage and external services etc. No claim 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 EPF and local taxes payable under the respective statutes.

**(b) INCOME TAX**

Income tax shall be deducted at source as per provisions 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 and any other tax shall also be deducted from the bills of the contractor if so directed by the authorities concerned.

**(d) LOCAL LAW AND LEVIES**

The contractor shall comply with the proper by laws and legal orders of the locals body or public authority under the jurisdiction of which the works 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 incase of default, the requisite payment shall be made by the PGSC and the amount shall be recovered from the contractor.

**Clause – 30**

Deleted

**Clause – 31**

**(a)**

Deleted

(b)  
Deleted

**(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.

**Clause-32 ACTS OF GOD**

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

**JURISDICTION**

**Clause-33**

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

**Clause-34**

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

**Clause-35**

The excess payment made to the contractor shall be recovered.

**Clause-36**

4% VAT shall be deducted from the bills.

**Clause-36-A**

A Building and other construction worker's welfare Fund is required to be constituted under section 24 of the Main act, under section 3 (1) of the Cess Act, the Central Government is empowered to levy a Cess between 1% to 2% on the cost of construction incurred by an employer on any building or other construction work. However, the Government of India specified a Cess @ 1% only on the cost of construction incurred by an employer vide notification No.S-61011/9/95-R.W. (S.O.2899) dated 26/09/1996. Thus 1% labour Cess will be deducted from payments of the agency.

**Contractor**

**Witness**

**Executive Engineer.**

**SCHEDULE OF WORK**

Sr. No	Description of item ( with brief specification and reference to Book of specification)	Quantities	Unit	Rate in Figure	Rate in Words	Amount
		<b>Separately</b>	<b>Attached</b>			
<b>Total Bid Price ( in figure)</b>						
<b>( In Words)</b>						

Note:-

- 1) Item for which no rate price has been entered it will not be paid when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 2) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
- 3) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.
- 4) Deleted
- 5) If any bidder offer any rebate the same should be given in figures and as well as in words.

**Contractor**

**Witness**

**Executive Engineer**

**ADDITIONAL CONDITIONS**

01. Should the tenderers withdraw, or modify his tender within 90 days (Ninety days) from the date of opening the tenders, his earnest money, shall stand forfeited to the PGSC and he is liable to be blacklisted.
02. Tender without earnest money or received telegraphically without the proper form will not be entertained.
03. Tenders without earnest money are liable to be rejected. Earnest Money shall be in the form of a Bank Demand Draft/Deposit of cash in favour of Pushpa Gujral Science City, Kapurthala payable in any scheduled bank located at Kapurthala.
04. The contractor shall not be entitled to any payment on account of work done till he sign the agreement and the same is accepted by the Engineer-in-Charge.
05. Right is reserved without impairing the contract to order the performance of any such work or clause not contemplated in the tender as may be considered necessary to complete fully and satisfactorily the structures included in the contract such extra work will be done by the Contractor and he will be compensated at the rates to be agreed with the department if they are not covered by the Delhi Schedule of Rates (DSR).
06. The contractor shall produce at his own cost and expense all labour materials etc. Necessary for layout and checking up of any portion of the work whenever required by the Engineer-in-Charge or his staff and nothing extra shall be paid for any and all about or materials required.
07. Deleted.
08. The rates quoted in the schedule of work attached with the notice Inviting Tender are for complete work in all respects and include carriage of materials, royalty, Octroi and other taxes and no claim on account of fluctuation of price due to an cause shall be entertained.
09. The royalty and other taxes if any shall be paid by the Contractor direct to the respective department in accordance with their rules and regulations in force from time to time without Intervention of the Pushpa Gujral Science City.
10. Nothing extra shall be paid for any lead or lift unless otherwise specified for any material required for the work directly or indirectly.
11. Deleted
12. The contractor shall be responsible to provide to the satisfaction of the Engineer-in-Charge at his own expense the following amount for the labour employed by him.
  - i) Suitable temporary hutting accommodations.
  - ii) Trench Latrines bathing enclosure and platform for men and women separately and their regular cleanliness.
  - iii) Clean drinking water.

In the events of his failure to provide any or all the above amenities the same shall be provided by the PGSC and the cost there of shall be recovered from the contract. Any dispute regarding the above point shall be settled by the Engineer-in-Charge whose decision shall be final. Water shall be given free of cost

13. Deleted.
14. Actual quantities of completed and accepted work shall only be paid for.
15. The contractor shall at all times keep his authorized Engineer/Agent stationed at the work who shall be available during working hours of the day. He shall be competent to carry out instruction conveyed to him by the Engineer-in-Charge or his authorised official without loss of time.
16. In every case in which by virtue of the provision of section twelve sub section (I) of the work man's compensation act one thousand nine hundred and twenty three, PGSC is obliged to pay

- compensation to a workman employed by the contractor in execution of the work, PGSC will recover from contractors the amount of compensation so paid and without prejudice of the said act, PGSC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any such amount lying with the PGSC due to the contractor whether under this contract or otherwise.
17. Contractor will be responsible for any loss of material damage done to unfinished work as a result of floods and acts of god the PGSC will not be responsible for any compensation as a result of such damages, or loss to contractor and he shall be liable to set right such damage at his own cost to the satisfaction of Engineer-in-Charge.
  18. Over writing in tenders is strictly forbidden, correction if any must be properly initialed. Tenders containing figures will be rejected.
  19. Deleted.
  20. Deleted.
  21. The contractor is not at liberty to remove the material from the site of work without the written permission of the Engineer-in-Charge, the material which have been issued to him for use on the work.
  22. Deleted.
  23. Deleted.
  24. Deleted.
  25. Deleted.
  26. Deleted.
  27. Deleted.
  28. Deleted.
  29. Detailed specifications, terms & conditions can be seen in the office of the Executive Engineer on any working day.
  30. Deleted.
  31. Deleted.
  32. Deleted.
  33. Deleted.
  34. Deleted.
  35. The entire work shall be carried out in close co-ordination with all the agencies. The contractor shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.
  36. No work shall be done at night 7 P.M. to 7 A.M. and on Gazetted holiday without the sanction obtained in writing from the Engineer-in-Charge.
  37. If the Executive Engineer PGSC is satisfied that the contractor have made a pool for giving tenders, the contractors concerned will be disallowed for giving tenders in future.
  38. Deleted.
  39. Deleted.
  40. The Contractor shall provide protective feet wear, equipment to labour employed by him for the work.
  41. Deleted.
  42. Deleted.
  43. If any condition given in the tender is contrary to the D.N.I.T. provisions, the contractor is liable to be debarred/black listed for tendering in future.

Executive Engineer.

## **PUNJAB (I) PUBLIC WORKS DEPARTMENT CONTRACTOR'S LABOUR REGULATIONS**

01. Short Title regulations may be called Punjab (I) Public Works Department Contractor's Labour regulations.
02. Definitions in the regulations unless otherwise expressed or indicated, the following words and expressions have the meaning hereby assigned to them respectively that is to say
  - (1) "Labour" means workers employee by Punjab (I) Public works Department Contractor directly, or indirectly through a sub-contractor other person, or by an agent on his behalf,
  - (2) "Fair Wages" means wages whether for time or piece works notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Punjab (I) Public Works Department for the District in which the work is done.
  - (3) "Contractor" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
  - (4) "Wages" shall have the same meaning as defined in the payment of Wages Act, 1936 and include time and piece rate wages.
03. Displace of notice regarding wages, etc. The contractor shall before he commences his work on contract, display and correctly maintain the continue to display and correctly maintain, in a dean and legible condition in conspicuous places on the work notices in English and in the local Indian language spoken by the majority of the workers, giving the fair wages notified or prescribed by the Punjab (I) Public Works Department and the hours of work for which such wages are earned.
04. Payment of wages, (I) due to every worker shall be paid to him direct.
  - (2) All wages is paid in current coin or currency or in both.
05. Fixation of wages period
  - (1) The contractor shall fix wage periods in respect of which the wages shall be payable.
  - (2) No wage period shall exceed one month.
  - (3) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
  - (4) 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 day succeeding one on which his employment is terminated.
  - (5) All payment of wages shall be made on a working day.
  - (6) Wage Book and Wage Slips, etc The contractor shall maintain wage book of each worker in such form as may be convenient, but the time, shall include the following particulars.
    - (a) Rate of daily or monthly wages.
    - (b) Nature of work on which employed.
    - (c) Total Number of days worked during each wages period.
    - (d) Total amount payable for the worked during each wage period.
    - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
    - (f) Wages actually paid for each period.
  - (g) The contractor shall also maintain a wage slip for each worker employed on the work.
  - (h) The authority competent to accept the contract may grant an exemption from the maintenance of wage book & wage slips to a contractor who, in his opinion, may not directly or indirectly employ more than 100 persons on the work.

- (7) Fines and deduction on which may be made from the wages.
- (1) The wages of a worker shall be paid to him without any deduction of any kind except following.
    - (a) Fines
    - (b) Deductions for absence from duty i.e. from the place or places where by the terms and his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
    - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss money for which he is required to account, where such damage or loss is directly attributable to this neglect or default.
    - (d) Any other deduction which to PWD/PGSC may from time to time allow.
  - (2) No fine shall be imposed on a worker no deduction for damage or loss shall be made from his wages until worker has been given an opportunity of showing against such fines of deductions.
  - (3) The total amount of fines which may be imposed in anyone wage period on a worker shall not exceed an amount equal to half in a rupee of wage payable to him in respect or the wage period.
  - (4) No fine imposed on an worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.
08. Register of fines etc (I) The contractor shall maintain a register of fines & of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or less was made.
- The Contractor shall mention a list in English and the local Indian language clearly defining act and commission for which penalty of fine can be imposed. He shall display such list and maintain it in clean and legible condition in conspicuous on the work.
09. Preservation of Books. The wage book, the wage slip and the register of fine deductions required to be maintained under these regulations shall be preserved for 12 months after the last entry made on them.
  10. Power of Labour Welfare Officers to make investigations or enquiry. The Labour, Welfare officer or any other person authorized by the Punjab (I) Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and the provisions of these regulations. He shall investigate into any complaint regarding he default made by the contractor or sub-contractor in regard to such provision.
  11. Report of Labour Welfare Officer. The Labour Welfare (officer or any other person authorized as aforesaid shall submit a report of his results of his investigations or enquiry to the Executive Engineer concerned, indicating the extent. If any to, which the default has been committed and the amount of fine recoverable in respect of the acts of commission and commission of the Labour within a not that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the Labour concerned.
  12. Appeal against the decision of Labour Welfare Officer. Any person aggrieved by the decision and recommendation of the labour welfare Officer or other person so authorised 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.

- (12-A) No party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceedings under these regulations.
13. Inspection of register: The contractor shall allow inspection of Wage Book and Wage Slip to any of his workers or to his agent at a convenient time and place after due notice is received by the Punjab(I) Government on his behalf.
14. Submission of returns – The contractor shall submit periodical returns as may be specified from time to time.
15. Amendment: The Punjab(I) Government may from time to time, add or amend these regulations the decision of the Labour commissioner Punjab (I) Government or any other person, authorised by the Punjab (I) Government in that behalf shall be final.

### **FAIR WAGE CLAUSE**

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

#### **Explanation:**

Fair Wage means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wage prescribed by the public works department, Buildings & road Branch Punjab (I) for the district in which the work done.

- (b) The contractor shall notwithstanding the provision any agreement to the contrary, cause to be paid fair wage to Labourers indirectly engaged on the work". Including any Labour engaged by his sub-contractors in connection with the said the work, if the Labourers have been directly employed by him;
- (c) In respect of all labour directly or indirectly employed on the works for the performance be the contractor's part of this agreement the contractor shall comply with or caused to be complied with the Punjab (I) Public Works Department Contractor's Labour Regulation made by Govt. from time to time in regard to payment of wage, wage period deductions from wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and other matters of a like nature.
- (d) The Executive Engineer concerned shall have the right to deduct from the moneys due to the contractor, any sum required or estimated to be required for make good the loss suffered by a worker or worker by reason of not fulfillment of the conditions of the contract for the benefit of the workers non-payment wages of deductions made from his or their wages, which are not justified by the terms of contractor of for non observance of the regulations referred to in clause (c) above.
- (e) Vis a vis the PGSC the contractor shall be primarily liable for all payment to be made under, and for the observance of the regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be part of this contract any branch thereof shall be deemed to be a breach of this contract.

**SPECIMEN  
A FORM OF PERFORMANCE BANK GUARANTEE**

To

Name of Employer .....  
Address of Employer .....

Whereas (Name and address of contractor).....  
Date..... To execute (Name of contract and Brief description of works).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by 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 the guarantor and responsible to your on behalf of the contract, upto a total of amount of guarantee.....  
(in words ..... We under take to pay you upon your first written demand and without cavil or argument, any sum or sums with in the limit of amount of guarantee.....as aforesaid without your needing to prove or to show ground 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 for the terms of the contract or of work to be performed there under or any of the contract documents which may be made between you and contractor shall in any release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date.....months  
After he issuing of the maintenance certificate.

**SIGNATURE AND SEAL OF THE GUARANTOR.....**

Name of Bank.....

Address.....

Date .....

S.No.	Description of Item	Unit	Qty	Rate to be Quoted (Rs.)		Amount
				In Figures	In Words	
1.0	Providing, fixing & fitting panneling with GYPTONE BIG BOARDS of size 2400mmx1200mmx12.5mm thick boards of M/s Saint-Gobain Gyproc India, having NRC value not less than 0.6, fixed to the concrete/masonry surfaces above G.I framework of Gypsteel ultra CRP surface ribbed main sections having web of 51.5mm & two flanges of 26mm @ 600 mm c/c & Gypsteel ultra intermediate channel perpendicular to the main sections @ 300mm c/c mechanically screw fixed with 25mm drywall screws @230mm c/c minimum, finally square & tapered edges of the panel boards are jointed & finished with Gyproc jointing compound, Gyproc joint paper tape & two coats of drywall top coat as per manufacturer's specifications & details, on wall, soffit, ceiling, fascia etc. of specified profile & design at all elevations complete in all respect with all metal frameworks, perimeter channel, trims, brackets, mouldings etc. if necessary to achieve the design profile, including all accessories strictly as per drawing, manufacturer's specification & instruction of the engineer incharge.	Sq. mt	510.00			
2.0	Providing & fixing insulation material with Resin bonded Fibre glass wool conforming to IS: 8193 density 24Kg/m <sup>3</sup> , 50mm thick, wrapped in 200 G Virgin polythene bags fixed to ceiling with metallic cleats(50mmx50mmx3mm) @600mm & wire mesh of 12.5mmx24SWG wire & mesh, at every elevations of the building within the framework between the every gap of the concrete/ masonry surfaces & board paneling.	Sq. mt	510.00			
	<b>Note :</b> (Enclosed drawing is meant for basic design guideline and information only. The contractor has to submit detail drawings for the same for approval from the Architect/Engineer.)					

Total

\_\_\_\_\_

Rebate if any \_\_\_\_\_(%) (-) \_\_\_\_\_

Net Total :

\_\_\_\_\_

Signature of Contractor with Seal

