



Jalandhar Development Authority
SCO No.41, PUDA Complex, Ladowali Road, Jalandhar

TENDER NOTICE

Sealed tenders are hereby invited from the reputed firms/Contractors for the demolition and disposal of building material of below noted building on "As is where is basis" on prescribed tender form obtainable alongwith DNIT from the ground floor of **PUDA COMPLEX, JALANDHAR** at **Single Window System** on payment of Rs.1000/- (Rs. One thousand only) on any working day. The sale of tender forms will be closed at 1-00 P.M. on the date of opening of the tenders . These documents are also available on JDA's Website (www.jda.org.in) . The contractual agencies can download the tender forms alongwith DNIT from this Website . The tenders will be received and opened in the office of the Divisional Engineer (W) , JDA, Jalandhar on **18-2-2010 at 3-00 P.M.** in the presence of tenderers or their authorized representatives who may like to be present.

| Sr. No. | Name of Work | Estimated Cost. | Earnest Money | Time limit. |
|----------------|---|--------------------------|----------------------|--------------------|
| 1 | Dismantling of existing old buildings at the site of Police Division No.3 , Jalandhar . | To be quoted by the Firm | 2% of quoted amount | 45 Days |

TERMS AND CONDITIONS:-

1. Earnest money drawn in favour of Divisional Engineer(Works),JDA, Jalandhar in the form of demand draft/deposit at call drawn on any schedule Bank , Jalandhar shall only be acceptable.
2. Conditional/telegraphic and incomplete tenders and not on prescribed tender form will not be entertained.
3. If the date of opening of tenders is declared a public holiday then the tenders will be received and opened on next working day at same time
4. DNIT and all other relevant documents can be seen in the office of undersigned on any working day during office hours.
5. The undersigned reserved the right to reject any or all tenders without assigning any reason.

Sd/-
Divisional Engineer(Works)
JDA,Jalandhar.

Endst.No.JDA/DE(W)/Jal/2010/215-246 Dated 27/01/2010

Copy of the above is forwarded to the following for information and necessary action.

- 1) The Chief Administrator , JDA, Jalandhar.
- 2] The Addl.Chief Administrator, JDA, Jalandhar alongwith five copies of tender notice for publishing in the leading news papers
- 3) The Estate Officer , JDA , Jalandhar alongwith copy of DNIT **Hard and Soft Copy** for loading the same into JDA's Website .
- 4) The Superintending Engineer(C), JDA, Jalandhar.
- 5) All Divisional Engineer(C),JDA_____
- 6) Supdtt./SO(W)/D.H.D., O/o DE(Works), JDA, Jalandhar.
- 7) All Contractors as per list .
- 8) Notice Board.
- 9] Single Window .

Sd/
Divisional Engineer(Works)
JDA,Jalandhar.

Stereo B. & R. No. 29 PRICE : **Rs. 1000/- (For works costing more than 5 lacs)**
 : Rs. 200/- (For works costing less than 5 lacs)

Name of the Contractor:

Name of the Work : Dismantling of existing old building at the site of Police Division No.3 ,Jalandhar

JALANDHAR DEVELOPMENT AUTHORITY JALANDHAR

Jalandhar (Works) Division

Supdt.

**Sub-Division
(Form F-2)**

**PERCENTAGE RATE TENDER
AND
CONTRACT FOR WORKS**

Divi. Actt.

This agreement made this _____ day of _____ between
 _____ (hereinafter called the "Contractor") of the one part,
 and Chief Administrator of JDA through the Divisional Engineer
 _____ (hereinafter called The Authority) of
 the other part :

Where as the contractor has offered to execute the const. of _____ and the Authority has accepted his
 tendered offer for the execution of afore mentioned works. NOW THIS AGREEMENT WITNESSETH AS
 FOLLOWS :-

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the general conditions hereinafter referred to :
2. The following documents shall be deemed to form and be constructed as part of this agreement.
 - (i) The "Notice Inviting Tender" & "Instruction to tenders" as at Annexure 'A' of this Agreement.
 - (ii) "Item Rate tender for works" at Annexure 'B' of this Agreement.
 - (iii) "Conditions of Contract" as at Annexure 'C' of this Agreement.
3. The work will be executed strictly according to P.W.D. 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 material to be issued from Department stores for use on work will be as shown in the approved "Notice Inviting Tender."
4. All correspondence and modifications of tender offer and acceptance letter will form part of this Agreement.
5. In considerations of the payments to be made by the Authority to the contractor in respect of completed work, or item of work, the contractor hereby covenants with the Authority to execute the work in conformity in all respects with the provisions of this Agreement.
6. The authority 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 hereto set their respective hands and seals on the day and year first above written.

In presence of

NAME & ADDRESS

Signature of Contractor (With Stamp)

1. _____

Address _____

2. _____

Signed sealed & delivered by _____ in the capacity of _____ in presence of _____

NAME & ADDRESS

Divisional Engineer

1. _____

For & on behalf of _____

Jalandhar Development Authority

2. _____

Contractor

Witness

Divisional Engineer

ANNEXURE 'A'
JALANDHAR DEVELOPMENT AUTHORITY JALANDHAR

Notice Inviting Tender and Instructions to Tenderers

1. Sealed tenders in the prescribed form No. ___ are hereby invited on behalf of the JDA for the construction
_____ at an estimated cost of Rs. _____ lac
2. The tender forms along with, "Conditions of Contract" to be fulfilled can be obtained from the office of _____ between 11.00 A.M. to 4.00 P.M. on any working day upto _____ on payment of Rs. _____/- (Non refundable) after furnishing in support to deposit of earnest money.
3. Tender documents duly completed in all respects, signed on each page and placed in sealed cover under double envelope system with the name of work written there upon, will be received in the office of the undersigned upto _____ hrs. on _____ and will be opened soon after in the presence of tenderers of their representatives, who may like to be present.
4. The time allowed for/completion of the work will _____ after the date of issue of acceptance letter to the contractor.
5. The tenders should be CSR/ITEM RATES. For items not included in the DNIT but which may have to be executed to ensure completion as per drawing and specifications, the quoted percentage shall also apply to the relevant rates given in the "Common Schedule of Rates" for these times. Only one rate of percentage rate above or below the rates exhibited in the "Schedule of items of work" and the printed "Common Schedule of Rates" shall be quoted.
6. Earnest money amounting to Rs. _____/- must be furnished in the form of Pay Order/Demand Draft of a Scheduled Bank in the name of the undersigned (by designation) 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 work, by deductions from the running bills; (three percent of the total cost to cover liability of defects and shortcomings and 2 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 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 immediate 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 the 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 he quoted rates.
11. Sales Tax or any other tax on the material or the turnover shall be payable by the contractor and the authority will not entertain any claim in this respect.
12. Before filling this 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, Installations of 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 department in any circumstances.
13. The contractor shall comply with the provisions of Apprentices Act, 1961, Minimum Wages Act, 1948, workmen's compensation act, 1923, Contract Labour (Regulation and abolition) Act, 1970, Payment of Wages Act, 1936 Employees Liability Act, 1938, Maternity Benefits Act, 1961, and the Industrial Dispute Act, 1947 as applicable and the rules and regulations issued there under from time to time. Failures to do so shall amount to breach of the contract and the Engineer-in-Charge may at his discretion to terminate the Contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of 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, against one work either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.

Contractor

Witness

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16. Unless otherwise stated, the contract shall be for the whole work as described in the “Unit and the drawings.” The contractor shall be bound to complete the whole work as described in the Unit or work 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 therein shall be intialled by the person or persons signing the tender. The following documents shall accompany the tender :-
- (i) Deposit at call, Demand Draft for Earnest Money.
 - (ii) Income Tax clearance certificate.
 - (iii) Partnership deed or Registration certificate of the firm/company as the case may be.
 - (iv) Copy of registration of contractor of appropriate class.
 - (v) Power of Attorney as required under rule 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 tenders not fulfilling any of the conditions specified above, are liable to be rejected without assigning any reason.

PERCENTAGE RATE TENDER FOR WORKS (ANNEXURE ‘B’)

I/We hereby offer to execute for the JDA; the work, specified in the under written memorandum within the time specified in such memorandum at O/O AGE RATE referred to in para 5 of “Notice Inviting Tender” and annexed hereto and accordance, in all respects, with the specification, design, drawings and instructions in writing referred to in para 5 in clause 13 of “Conditions f Contract” 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 | <u>Dismantling of existing old building at the site of Police Division No.3 Jalandhar.</u> |
| (b) Tendered/DNIT Cost | <u>To be quoted by firm</u> |
| (c) Earnest Money | <u>2% of quoted amount</u> |
| (d) Security Depot | Rs. _____ % of the amount of work. |
| (e) Percentage, if any, to be deducted from bills | _____ percent. |
| (f) Time allowed for completion from the date of issue of acceptance letter to the contractor | <u>45 days</u> |

Should this offer be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said contract annexed hereto and al the terms and conditions contained in the detailed “Notice Inviting Tender” and/or in default there to forfeit and to pay to JDA 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 Deposit at call/Demand Draft No. _____ dated _____ drawn in favour of Divisional Engineer _____ as Earnest Money. I/WE agree that the full value of Earnest Money will be forfeited without prejudice to any other right or remedies to the JDA or his successors in office, should I/We with (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 10 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 ____ day of ____ 20 ____ Signature of the contractor (with stamp)

Witness _____ Address _____

Address _____

Telephone _____

Occupation _____

The above offer is hereby accepted by me on behalf of the JDA

Dated the _____ day of _____ 20 _____

Contractor

Witness

Divisional Engineer

CONDITIONS OF CONTRACT (ANNEXURE 'C')

DEFINITIONS

1. The "Contract" means the documents forming the tendered offer and acceptance thereof constructing a binding contract between the JDA and the Contractor. The Tender documents including the conditions are drawings, design, specifications supplemented with instructions issued from time to time by the Engineer-in-Charge and shall be binding on 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 a printed document containing rates of different items of works pertaining to different branches of P.W.D. i.e. irrigation, B & R (Bids. & Roads Branch) and Public Health Branch and approved by the committee of direction of Chief Engineer of these P.W.D. Branches and the Punjab Government.
 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 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 or 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 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 and signed letters, notices, reminders, memoranda and instructions recorded in the instructions book or books kept at site.
 7. "Days and Months" are calendar days and calendar months.
 8. The "Engineer-in-Charge" means the Divisional Engineer, who shall supervise the work and administer the contract with the assistance of his authorized subordinates, who shall be incharge of the work and who shall sign the contract on behalf of the JDA.
 9. The "Authority" shall mean the JDA.
 10. The "Site" shall mean the land and/or other places on, into or through work is to be executed under the contract or any adjacent land, path or street which may be allowed to be used for the purpose of 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 context otherwise requires mean what the contractor is required to "execute and hand over to the Authority.
- Note: In interpreting these "Conditions of Contract" singular also means plural, male also means female and vice versa,

CLAUSES OF CONTRACT

Clause-1 PERFORMANCE GUARANTEE AND SECURITY

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

- i) A Bank Guarantee of Scheduled Bank in the prescribed format (specimen form attached) in favour of the Divisional Engineer-in-charge for an amount of 5 percent of the amount of the contract valid up to six months beyond the 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 live percent of the amount of the contract inclusive of the earnest money initially deposited with the bid cover which can be adjusted towards 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. Sixty percent of the security will be refunded after three months of the completion of work as certified by the Engineer - in - Charge with respect to satisfactory removal of all defects,

Contractor

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Divisional Engineer

imperfections, short timing and taking 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, short-comings and imperfections that may be noticed during this 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 essence of the contract and shall be strictly 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) A-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 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 short fall 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 the parties i.e. Engineer-in-Charge and contractor may reduce the amount of liquidated damages and his decision in writing shall be final.

Clause-3 BREACH OF CONTRACT - LEVY OF DAMAGES

The Engineer-in-Charge may without prejudice to other 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 to the extent of five percent of the amount of the contract, if the contractor, commits breach of contract under any clause of the contract or in any of the following cases:-

- i) If the contractor suspends the execution of the work and inspite of having been given a notice in writing by the Divisional Engineer 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 Divisional Engineer-in-Charge fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, un-workman 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 creditor shall be appointed or if circumstances shall arise which entitle the Court or 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 thereof.

Provided further, that in case action under clause 2 & 3 as aforesaid levy of 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 work, undertaken for the Government /JDA.

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.

Clause-4 LIABILITY OF CONTRACTOR/AND POWERS TO TAKE OVER AND DISPOSE OFF CONTRACTOR PLANT.

In any case, In which any of the powers conferred upon the Engineer - in - Charge by clause 3 there off shall have become exercisable and the same having not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not withstanding, be exercisable in the event of any future case or

Contractor

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Divisional Engineer

default on the part of the contractor, for which by any clause or clauses, hereof, he is declared liable to pay compensation and the liability of the 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 powers vested in him under the preceding clause, he may, if he so desires, after giving a notice in writing to the contractor take possession of any or all tools, plant, materials and stores in or upon the works or the site thereof belonging to the contractor or produced by him and intended to be used for execution of the work on any part hereof, paying or allowing for the same in account at the contract rates or in case of those not being applicable at current market rates to be certified by the 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 or 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 expense or sell them by auction or private sale on account of the contractor and at his risk in all respects. The certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of proceeds and expense of any such sale shall be final & conclusive against the contractor.

Clause-5 EXTENSION OF TIME

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge (with corresponding time extension in Performance Bank Guarantee) within thirty days of the date of hindrance (but before the expiry of time limit) on account of which he desires such extension as aforesaid and the Superintending Engineer may grant 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 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 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. 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 woodwork, 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 thereof and not until the works shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirement on 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 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-6A WINDING UP OF THE CONTRACT

On completion of work, the contractor shall hand over the same to the Engineer-in-Charge or his authorized representative free from all defects, shortcomings or imperfections. He shall clear the site or all temporary work, pits, godowns, offices, sanitary, scaffolding, debris, waste materials, and installations. He shall also furnish the following documents duly signed by him or his authorized 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/NIT.
- iii) Original site instructions book.
- iv) Original registers for various quality control test as specified.
- v) Cement consumption register.

Clause-7 PAYMENT ON INTERMEDIATE CERTIFICATES REGARDED AS ADVANCES

No payment shall be made for a work estimated to cost less than rupees twenty thousands, 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 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

Contractor

Witness

Divisional Engineer

payments shall be regarded as payment 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 accruing of any claim, nor shall it conclude determine of 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 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) Upto date statement of materials received from the stores showing the recoveries made upto last bill in question, both in terms of quantity and value.
- iii) Copies of quality control test in specified format covering the work done since last bill.
- iv) 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 the bill within time limit or delays its submission or acceptance or corrections after verifications' the entire responsibility for nonpayment 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 hereinafter providing for such work.

The contractor shall deliver in the office at Engineer-in-Charge on or before the 10th day of every month during their continuance of 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 or whatever kind and who so ever arising, which at the date thereof he has in respect of or in any mannerising out of execution of work, The contractor shall be deemed to have waived of all claims not included in such return and will have no right to enforce any such claim not so included whatsoever be the circumstances.

Clause-10 STORES SUPPLIED BY AUTHORITY

The contractor shall use certain stores to be provided by the Engineer-in-Charge as shown in the "Schedule of materials". The materials and stores shall be supplied according to the requirement from time to time for the purpose of the contract only at the rates specified in the said schedule, The full value thereof may be set off or deducted from any sum due or thereafter to become due to the contractor under the contract or otherwise or from the security deposit irrespective of the actual of the theoretical consumption of such materials, All stores/materials so supplied shall remain the absolute property of the authority the contractor being the trusty thereof, and shall not be removed/from the site of work and shall be all times open for inspection by the Engineer-in-Charge, No carriage or incidental charges will be payable for moving the material from the place of delivery as specified in the Schedule of material, to the site of work except as provided in CSR.

Any such stores/materials remaining unused in perfectly good condition at the time of completion of the contract shall be returned to the stores of the Engineer-in-Charge, if so required by him. In case the stores/materials are not taken back, the contractor shall have no claim for compensation on account of such stores/materials remaining unused or for any wastage or damage to any such materials. The price allowed to the contractor from the returned-materials shall not exceed the amount charged to him excluding the storage charges if any.

The contractor shall bear all expenses on cartage, storages, safe custody against damage to sun, rain dampness, fire, theft etc,

Contractor

Witness

Divisional Engineer

Clause - 10A SECURED ADVANCE

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge. shall be entitled to be paid, during the execution of work upto 75% of the estimated value of any materials, which are in opinion of the Engineer-in-Charge non perishable under Para 2.105 of PWD. code coupled in accordance with the requirements with rule 737 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-10B MOBILIZATION ADVANCE

On 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 the value of work.
- ii) The contractor shall furnish a bank guarantee of equivalent amount which will be valid for a period of 3 months beyond the date of completion of the work as per contract agreement.

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 SPECIFICATION, DRAWINGS ORDER ETC.

The contractor shall execute the whole and every part of the work in the most-substantial and worm-man-Like manner both as regards, materials and labour and otherwise in every respect in strict accordance with the Punjab P W O. specifications latest Edition. The contractor shall also 'confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work-signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access during the office hours, or on the site of work. The contract shall be furnished free of charge one copy of all such drawings and such specifications as are not included in the printed Punjab P.W.D. specifications. He shall, if he so requires, be entitled at his own 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 works shall be subjected to quality control tests for materials and workman-ships tests as laid down in Punjab, P.W.D. Specifications as amended from time to time or the relevant standards laid down by the Bureau of Indian Standards/Hand Book of quality control for Construction of Roads and Runaway I.R.C. Latest Edition or instructions issued under the orders of the Punjab, PUDA by the Engineer- in-Charge and/or in conjunction with the quality control cell. The Contactor shall provide all help and assistance in proceeding with required tests.

The contractor shall set up a quality control field laboratory equipped at least with the test equipment indicated in to these "Conditions of Contract". Annexure-I and employ trained staff to carry out periodical tests as per directions and procedures laid down by the Quality Control cell. 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/WORK MEN

The Engineer-in-Charge shall have full powers at all times to object to the employment of any workmen foreman or other employees on the work by Contractor, and if the contractor shall receive notice in writing from the Engineer-in-Charge requiring the removal of any such person from the work, the contractor shall comply with the order forthwith. No such Workman/foreman or other employees, after his removal from the works by the 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.

Clause-12 ALTERATION IN SPECIFICATION AND DESIGNS

The Engineer -In - Charge shall have power to make any alterations omission from, additions to or substitutions for the original specifications. 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 respects on which he agreed to do the main work and at the same rates as are specified in tender for the

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main work, the Time of completion of work shall be extended in the proportion that the altered, additional or substituted works, bears to the original contract work and the certificate of the Engineer-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 stated 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 or 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, additional 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 or work rates 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 by the contractor to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provided always that if the contractor shall have commenced work or incurred any expenditure in regard there to before the rates shall have been so determined, then in such cases he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-Charge. In the event of dispute, the decision of the Superintending Engineer of the circle shall be final.

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

If at any time, after the commencement of the work the authority shall for any reason what-so-ever 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 or compensation what-so-ever on account of any profit or advantage which he might have derived from the execution of the work in fully, but which he did not drive 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 in the originally 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

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, forth with 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 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 re-execute the work to remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respect of the contractor.

Clause-15 WORK TO BE OPEN TO INSPECTION

All work under in course of execution or executed in pursuance of the contract shall at all times to be open to the inspection and supervision of the Engineer - in - Charge and his senior / subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer - in - Charge or his senior / subordinates to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent, duly accredited in writing, present for that purpose. Orders

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given to a contractor’s agent shall be considered to have the same force as they had been given to the contractor himself.

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

The Contractor shall given 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 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 thereof no payment or allowance shall be made for such work or of the material with which the same was executed.

Clause-17 LIABILITY FOR DAMAGE AND IMPERFECTION FOR THREE 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, 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 dup 01 at any thereafter may become due to the contractor from his security deposit.

Clause-18 CONTRACTORS TO SUPPLY MATERIALS, PLANT, SCAFFOLDINGS

The contractor shall arrange and supply at his own cost all materials (except such specific materials as may be issued from the stores of the Engineer-in-Charge) plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings water and power supply and temporary works requisites or proper for effective execution of the work. Whether original, altered or substituted and whether included in the specification or the documents forming part of the contract or referred to 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 an 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 works on counting, weighing and assistance in the measurements or examination at any time or from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and this 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 of 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 1923, Contract Labour (Regulation and abolition) Act, 1970 and the rules framed there under, the payment of wages Act, 1936, Employed liability Act, 1938. Maternity benefits Act, 1.961. 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 Authority is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works or to incurs any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules under the P.W.D. Contractor's labour Regulations under the rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by P.W.D. Contractor. The authority will recover from the contractor the amount of wages so paid or the expenditure so incurred under without prejudice to the rights of the Government under section 20 Sub-Section (2) and section 21 Subsection (4) of the Contract Labour (Regulation and Abolition) Act, 1970. Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Authority to the contractor whether under this contract or otherwise. Authority shall not be bound to contest any claim made against it under

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section 20 sub section (1) and section 21, Sub section (4) of the said Act except on the written request of the contractor and upon his giving to the Authority full security for all costs for which the Authority might become liable in contesting such claim.

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

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

Clause-21 WORK NOT TO BE SUB-LET

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 and indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer in the employ of the Government 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 absolutely there-upon terminate the contract as specified in clause-3 and in the event the said course being adopted, the consequences specified in the said clause 3 shall ensure.

Clause 22 COMPENSATION CONSIDERED REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS

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 authority without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained,

Clause-22A DEDUCTIONS OF AUTHORITY DUES ON ANY ACCOUNT WHATSOEVER TO BE PERMISSIBLE

Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account what-so-ever and any other sum found to be due to the Authority by the contractor in respect of this contract or any other contract or work-order on any account what-so-ever may be deducted from any sum payable by the Authority to the contractor either in respect of this contract or any work order to contract or on any other account by any other department of the Authority.

Clause-23 CHANGE IN CONSTITUTION

Where the contractor is 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 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 assign in contravention of clause-21 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause 17.

Clause-24 DIRECTIONS OF THE SUPERINTENDING ENGINEER I

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

Clause-25 EXTRA-ORDINARY CLAIMS

No claim for payment of extra - ordinary nature, such 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

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work has been temporarily 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 Authority.

Clause-25A DISPUTES AND ARBITRATION

- i) If any dispute or difference of any kind whatsoever arise between the Authority its authorised representative and the contractor in connection with or arising out of this contract or the execution of work thereunder.
- 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 of 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 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 afore-said 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 ad hereinafter provided.
- v) All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A. D. post, be referred to the sole arbitration of the Additional Chief Engineer (ACE)/Superintending Engineer-In-charge of Circle concerned in the Punjab Urban Planning and Development Authority acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Authority in which event, the Chief Administrator shall appoint any other technical officer not below the rank of the Superintending Engineer to act as an arbitrator on receipt of a request from either party.
- vi) Chief Administrator, JDA 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 start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator is filed before the Chief Administrator and a notice thereof is given by the applicant to the Arbitrator. The Chief Administrator 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 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 scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in 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, 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.
- x) The Arbitrator shall award separately giving his award against each claim and dispute and counter claim 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 or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

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- 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's of the work or breach of contract under any of Its clause, or
 - c) Of its non-commencement or no resumption of work within 10 days of written notice for commencement or resumption as applicable, or
 - d) Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or " revision 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 have been determined, for the purpose of payment/adjustment whichever is the latest.

If the matter is not referred or arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- xv) No question relating to this contract shall be brought down 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 day of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for marking and publishing the award. .
- xvii) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

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

Cement bags issued by the department shall be stored in separate godowns to be constructed by the Contractor. Each godown shall be provided with a single door and two locks. The key of one lock each shall remain with the authorized representative of the department and the contractor at the site of work. Cement shall be taken out of the store accordingly to daily requirement with the knowledge of both the parties and the account shall be maintained in the performa as at Annexure II to these conditions of contract.

(b) VARIATION IN CONSUMPTION OF MATERIALS

The variation if any in actual consumption of materials issued by the Authority, when compared with (i) theoretical consumption of cement as per consumption factors given in the Common Schedule of Rates 19)37, (ii) measured quantity as recorded in measurement books for steel and (iii) other materials at the specified rates in the relevant items, shall not exceed five percent of the theoretical/recorded consumption.

For excess consumption beyond the above limits, recovery shall be made at penal rates, which shall be double the issue rates exhibited in the schedule of materials. If the excess consumption is within the above limits, the recovery of materials shall be made at the rates exhibited in the schedule of materials for the material actually issued and consumed.

(c) DETERIORATION/PILFERAGE OF MATERIALS

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

(d) DOOR AND WINDOW FITTINGS

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

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Clause 27 LUMP SUM IN ESTIMATE

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

In the case of any class of work for which 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 of such specifications, the work shall be carried out in all respects in accordance with the instructions and 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. All R.C.C. work shall be compacted with a mechanical vibrator driven by petrol/diesel or electricity. All R.C.C. work and plain cement concrete of mix 1 :3:6 (M-10) and richer mixes, only Ghaggar sand and 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 setup a field testing laboratory with necessary equipment and appoint suitable staff for carrying out the test at his cost.

(b) CUTTING OF CEMENT WORK

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

(c) PITS AT SITE PROHIBITED

No pits shall be dug by the contractor at or near the site of work for taking out earth for use in the work. In case of default the 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.

(d) CO-ORDINATION AND 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/Turnover Tax, royalty, contribution under Employee's State-Insurance and local taxes payable under the respective statutes (ESI contribution etc.)

(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 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 byelaws 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.

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(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 Authority and the amount shall be recovered from the contractor.

Clause-30 VARIATION IN PRICES

No claim shall be entertained on accounts increase of price and labour and material due to any cause whatsoever.

Clause-31 (a) TECHNICAL STAFF

The contractor shall employ the following technical staff on whole time basis during the 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 50.00 lacs.
- ii) One Graduate Engineer or qualified diploma holder having relevant experience of not less than three years for works amounting to Rs. 50.00 lacs.

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

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

(b) CONSULTANTS FOR QUALITY CONTROL

It is expected that every contractor will have proper quality control staff and procedures in order to ensure quality. They are also expected to improve their procedures in line with 1.8.0. 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 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 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 recoverable from the contractor. The consultant will guide the contractor for production of quality work at all stages and shall maintain records, reports and test results so as to indicate the extent of quality achieved. The consultant will also supply a copy of these reports, tests and checks with his bill without which no payment shall be made. The Engineer-in-Charge can also order to change of consultant if in his opinion they are not performing competently. The Engineer-in-Charge will be free to conduct surprise, random or in-stiu checks so as to have cross check on quality. In case the contractor fails to employ for the whole or part of the period of execution a quality control consultant, the Engineer-in-Charge may order 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 expenditure incurred on private consultant or departmental quality control is loss, nothing in this clause shall reduce the overall responsibility of the contractor regarding quality and he shall remain liable for any defect in the execution.

(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, floods or any other natural causes or other acts of God.

Clause-33 JURISDICTION

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

Clause-34

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

Contractor

Witness

Divisional Engineer

ANNEXURE – 1

(See Clause)

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

| | | |
|---------------------------------|---|--------|
| (a) For Construction | | |
| 1 | Steel shuttering | Sqm. |
| . | | |
| 2 | Concrete mixed with hoppers | Nos. |
| . | | |
| 3 | Concrete Vibrators | Nos. |
| . | | |
| 4 | Pump Sets | Nos. |
| . | | |
| 5 | G.I. Pipe line with specials | Meters |
| . | | |
| 6 | Flexible pipe line | Meters |
| . | | |
| 7 | Theodolite | No. |
| . | | |
| 8 | Dumpy level with leveling staves | Nos. |
| . | | |
| 9 | Plane table set | |
| . | | |
| (b) For Field Laboratory | | |
| 1 | Compression testing machine | Nos. |
| . | | |
| 2 | Concrete cube moulds 150 x 250 x 150mm | Nos. |
| . | | |
| 3 | Slump cones | No. |
| . | | |
| 4 | Graduated cylinder | No. |
| . | | |
| 5 | Sets of sieves for coarse aggregate (40,20,10,4,75) mm | No. |
| . | | |
| 6 | Set of sieves for fine aggregate (10,4.75,2.36,1.18 mm & 600, 300, 150 micron). | Sets |
| . | | |
| 7 | Weighing scale (Pan type) with weights | Sets |
| . | | |
| 8 | Core – cutters for soil with accessories | Nos. |
| . | | |
| 9 | Electronic Moisture meter for timber | Nos. |
| . | | |
| 10 | Latest B.I.S. Codes for wood work, flooring Masonry Marble flooring concrete work, aggregates and other important items. | No. |

Contractor

Witness

Divisional Engineer

ANNEXURE – II
Cement Steel Register
Particular of Issue

| PARTICULAR OF RECEIPT OF | | | | | | | | | | | | |
|---------------------------------|-----------|---|----------------------|------|----------------|-----------------|--|-----------------|------------------|--------|---|-----------------|
| Date | Qty.Recd. | Source of Receipt with main store permit / gate Pass No. | Progressive total | Date | Qty. Issued | Item of Work | Qty. returned at the end of day | Actual issue | Daily balance | J.E.'s | Signature of Contractor/ Representative | Check AE/ EE |
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. | 11. | 12. | 13. |
| | | | | | | | | | | | | |

Contractor

Witness

Divisional Engineer

SPECIMEN

A FORM OF PERFORMANCE BANK GUARANTEE

TO

Name of Employer

Address of Employer.....

Whereas (Name and Address of Contractor) ,

(hereinafter called "the contractor" has undertaken, in Pursuance of contract No. dated..... to execute (Name of contract and brief description of 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 the guarantor and responsible to you, on behalf of the contractor, upto 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 term of contractor before presenting us with the demand.

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

This guarantee is valid until the datemonths after the issuing of the maintenance certificate.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

Address

Date

ANNEXURE D

ITEM NO.5

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

On the completion of any work whether executed on through rates, labour rates or Departmental labour, the consumption statement shall be prepared for such materials as have been issued by JDA, 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 material for different items will normally, confirm 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 upto Rs. 2 lacs 5% of total theoretical quantity.
- ii) For works costing from Rs. 2 lacs to 5 lacs 4% of total theoretical quantity.
- iii) For works costing more than 5 lacs 3% of total theoretical quantity.

This variation will not be taken as matter of routine and will have to be properly justified in each case by Engineer-in-Charge. If the actual consumption exceed 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 panel 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 option of Divisional Engineer is substantially high, he shall bring such case to the notice of Superintending Engineer for the further action whose decision in all such case 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 upto Rs. 2 lacs 5% of total theoretical quantity.
- ii) For works costing upto Rs. 2 lacs to 5 lacs 4% of total theoretical quantity.
- iii) For works costing more than 5 lacs 3% of total theoretical quantity.

This variation will not be taken as matter of routine and will have to be properly Justified In each case by Engineer-in-Charge, where the work is done on through rate basis, the recovery of costs of materials. thus save shall be made from the Contractor at the issue rate, when the consumption of materials 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 and at penal rates after 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 Divisional Engineer shall investigate of the cause of such short consumption and shall bring to the notice of the Superintending Engineer all such case, for such action against defaulting authority officials and contractors as he may deem fit. The decision of the Superintending Engineer in this matter shall be final. It shall be determined whether the stability of structure is affected adversely by short consumption of material and in case where it is felt that it is likely to be so the work shall be rejected. The decision of the Superintending Engineer 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 basis on C.S.R. 1987 about any ceiling premium.

ANNEXURE – E
SCHEDULE OF MATERIALS

Schedule showing (approximately) materials supplied form the authority's stores for work contracted to be executed at the rates at which they are to charge for

| Particulars | Rate at which the material will be charged to the contractor | Place Deliver |
|---------------------|--|---------------|
| 1. Cement | | |
| 2. STEEL | | |
| 3. BITUMEN GRADE | | |

Note: The person or firm submitting the tender should see that the rate in the above schedule are filled up by the Engineer – in – charge on the issue of the for prior to the submission of the tender.

Note:- All material to be arranged by the Agency at his own level.

ADDITIONAL TERMS AND CONDITIONS

- 01 The earnest money should be drawn in favour of Divisional Engineer (W)JDA, Jalandhar in the shape of Bank draft from any scheduled Bank payable at Jalandhar.
- 02 JDA has option to retain timber members viz wooden beams batten , columns , brackets , rafters etc. and contractor should quote his rates for both including or excluding the cost of timber members (Both options)
03. The tenders without Earnest Money will not be entertained.
04. If the date of opening of tenders is declared as Public Holiday, the tender will be received and opened on the next working day at the same time and place. The rates quoted by the tenders shall be valid for minimum 90 days.
- 05 The conditional, telegraphic and incomplete tenders will not be entertained.
- 06 The acceptance letter will be issued to the highest bidder and within 10 days of the issue of this letter, he will deposit 50% of the bid amount in the shape of demand draft in favour of the undersigned. He will also deposit bank guarantee for the balance 50% amount whose validity period will be 45 days. After the deposit of the above said amount and the bank guarantee, JDA will issue allotment order to the contractor/firm.
- 07 The balance 50% amount will be deposited within 15 days from the date of issue of allotment order, if this amount is not deposited within the prescribed time period, the undersigned or any authorized officer will be entitled to encash the bank guarantee at any time. In the eventuality of bank guarantee not being encashed the contractor/firm will not be allowed to carry out any work at site or lift/ sell any building material without further written permission of JDA.
- 08 The Contractor/firm will demolish the building, remove all the building materials from the site and will also be liable to level the site within 45 days of the issue of allotment order(including disposal of all kinds of Malba etc. from the site)
- 09 If the contractor is unable to carry out this work within 45 days, penalty @ Rs.1000/- per day for next 15 days and Rs.2000/- per day for further delay of 15 days shall be imposed and after the expiry of this period, the work will be carried out at the risk & cost of the contractor/firm.
- 10 Any treasure found during the demolition /digging will be the sole property of JDA on behalf of the Government.
- 11 The Contractor /firm will ensure free passage for the flow of traffic on the existing Municipal road and will also take necessary safety precautions during demolition.
- 12 The contractor/ firm will execute agreement in the prescribed form within 7 days of the issue of allotment letter with the undersigned on the behalf of JDA.
13. The Contractor is supposed to see the site before tendering.

Sd/-

Divisional Engineer(works)
JDA,Jalandhar.

D.N.I.T. FOR THE DISMANTLING OF EXISTING OLD BUILDINGS AT THE SITE OF POLICE DIVISION No.3 JALANDHAR.

| Sr. No | Description of item | Amount to be quoted by the Contractor/Firm including Civil items, Public Health items & Electrical items. | |
|---------------|--|--|-------------------|
| | | (In Figures) | (In Words) |
| 1 | 2 | 3 | 4 |
| | DISMANTLING OF EXISTING BUILDINGS DIVISION NO. 3 AT JALANDHAR.(LUMP SUM) | | |

This D.N.I.T. contains pages 1 to 24

Divisional Engineer(Works)
JDA, Jalandhar

(Including 1 nos. sketch plan of Existing building)

