



PSPCL

Pb State Power Corporation Ltd.
(Regd. Office : PSEB Head Office , The Mall ,Patiala)
(Office of Addl. Superintending Engineer/ O&M, U.B.D.C. Hydrel Channel Malikpur/Pathankot)
Phone No. 0186-2346176 , Fax No. 0186- 2345045

INDEX
Short Term open Tender Notice

Name of work Renewal & replacement of damaged water proofing treatment with bitumen felt of control room's roof of Power House No.- 1 Stage-I & II, Power House No.2, Stage-I &II & Power House No.3, Stage-II under UBDC Project during year 2017-18.

Tender Specification No. 16 /XEN/C/17-18

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Name of Society/contractor :

Sr. Executive Engineer/O&M
UBDC Hydrel Channel.
PSPCL Malikpur



Pb State Power Corporation Ltd.

Open Tender Notice

Tender Specification No. 16 /XEN/C/17-18

Sealed tenders on prescribed forms are invited on behalf of PSPCL on item rate basis/ CSR basis from registered Govt. Contractors/Registered Firms for the following work.

Sr. No	Description of work	Estimated cost	Last date & time for issue of tenders documents	Last date & time of receipt of tenders	Date & time of opening of tenders	Period of completion	Earnest Money	Tender Documents Cost
1	2	3	4	5	6	7	8	
01	Renewal & replacement of damaged water proofing treatment with bitumen felt of control rooms' roof of Power House No.- 1 Stage-I & II, Power House No.2, Stage-I & II & Power House No.3, Stage-II under UBDC Project during year 2017-18.	Rs. 499,458/-	02-02-18 upto 11:00 AM	02-02-2018 upto 03:00 PM	02-02-2018 at 3:30 PM	upto 25/03/2018	For Societies as per Pb Govt. Notification No.76/52/79-C.1 (5)/4342 dt. 02-10-14	Rs 1000/- to be paid via BA-16 or a DD to be drawn in favor of Resident Engineer(Op), UBDC Malikpur

TERMS AND CONDITIONS:-

01. The Contractor/Firms should be registered with EPF commissioner & possess independent EPF A/C Number
02. Contractor/Firms should supply the copy of PAN number, EPF Number, ESI No.
03. The contractor/Firm should supply the copy of GST registration no. issued by Deptt. of Excise and Taxation.
04. A set of tender documents (non transferable) consisting of specification & general terms & condition can be obtained from the office of undersigned against payment of Rs. 10/- for upto 5000/-, Rs. 50/- up to 1,00,000/-, Rs. 500/- from Rs 1 lakh to 2 lakhs & Rs. 1000/- from 2 lakh to 1crore (non refundable) by cash or in shape of demand draft in favour of Resident Engineer/(Op), UBDC PSPCL Malikpur on any working day.
05. Conditional tenders, the tender received telegraphically, through Fax/ Telex and tenders which are not on the prescribed form issued by this office and tenders without earnest money shall not be accepted.
06. Tenders of such bidders who do not purchase the set of tender documents in advance shall not be opened.
07. The competent authority reserve the right to reject any or all the Tenders received without assigning reasons what so ever.
08. If the contractor fails to complete the work within the stipulated period, a penalty @ 0.5% of estimate cost of work per week or part thereof the work remains unfinished after the contract completion period

subject to maximum 10% of the estimated cost of the work or actual cost of the work whichever is higher will be deducted.

09. The contractor/Firm should supply the copy of EPF deposit as a proof alongwith bill.
10. Income Tax @2% shall be deducted from the bill.
11. As per Under Secy. (IR) PSPCL memo no. 2830/70/(IRO)-536 dt. 15-7-16 contractor or sub contractor must registered their Labour under Labour Deptt. as per regulation 7 & 12 of Building and other construction Act-1996
12. All tenders must be accompanied by earnest money @ 2% and minimum Rs. 5000/- prescribed in the tender documents. The envelope containing earnest money shall be opened first and in case the deposit of earnest money is in accordance with the terms and conditions of the NIT, then envelopes containing details shall be opened.
13. Security @ 5% will be deducted from each running bill . The EMD will be adjusted against the Security deducted from the bill
14. Labour Welfare fund @ Rs 25/worker / month has to be deposited by contractor out of which contractor and labourer will share Rs 20 and Rs 5 respectively. A DD should be drawn on the name of Labour Welfare Commissioner, Punjab and then be deposited in office of Labour inspector , Pathankot. The deposition slip be then returned to concerned office without which the bill wont be processed.
15. PSPCL is registered centrally in the state under GSTIN **03AAF5120Q1ZC**.
 - i) GST. as applicable, will be paid as per prevailing provisions of GST Act. & Laws against submission of documentary proof at rate(s) prevailing during the contracted delivery period on the basis of actual. The following certificates shall have to be furnished along with invoice-cum-gate pass duly signed by the authorized agent/signatory. The first invoice should accompany the specimen signatures of the authorized signatory duly attested by the Managing Director of the factory with a copy of orders regarding his appointment as authorized signatory.
 - Certified that the transaction on which the GST is claimed has been/shall be included in the return submitted/to be submitted to the GST Authorities and the amount claimed from the Punjab State Power Corporation Ltd. has been/shall be paid to the GST Authorities.
Certified that the goods on which GST has been charges have not been exempted under GST Act or rule made there under and that the GST charged on these goods is not more than what is payable under the provisions of relevant act.
Certified that we shall indemnify the Punjab State Power Corporation Ltd. in case, it is found, at a later stage that wrong or incorrect payment had been received on account of GST; the same will be refunded.
 - Certified that we are registered dealer under the GST Act and our Registration No. is _____
 - ii) In case the GST is applicable and is required to be paid extra as referred to Para-(i) above, the tenderer should clearly indicate HSN code of item along with present rate(in percentage) applicable to their company.
 - iii) The maximum rate (in percentage up-to which the GST may become leviable/ payable under the prevailing Rules & Regulations applicable to their company, should also be clearly indicated in their tender.
 - iv) In case the GST is applicable/payable, necessary certificate of GST claimed /GST Gate Pass duly authenticated by the authorized representative of GST Authorities shall however, be furnished by the

supplied along with each consignment. The supplier should, therefore, clearly indicate in their tender that whether such GST Gate Passes/Certificates shall be furnished by them or not.

NOTE: The firms indicating nil or concessional rate of GST in their tenders (if any) will have to absorb GST up to the full rate applicable at the time of tendering.

- v) Further any loss due to non-availability of ITC or levy of penalty/interest payable by PSPCL on account of non-filing of return or non-compliance or any miss-statement given under the provisions of GST ACT by the firms shall be recoverable from them.
- vi) Further GST at applicable rates on principal supply shall be payable on Freight and Insurance.

Sr. Executive Engineer/O&M,
U.B.D.C. Hydrel Channel PSPCL,
Malikpur (Pathankot)

Endst. No. / 16/XEN/C/17-18

Dated

To

Regd. Detail as per over leaf.

Sr. Executive Engineer/O&M,
U.B.D.C. Hydrel Channel PSPCL,
Malikpur (Pathankot)

CC:

- 1) Dy. C.E./ UBDC, Circle Malikpur.
- 2) AE/Civil Mtc., UBDC PSPCL, Malikpur.
- 3) A.O. (P&A) UBDC, PSPCL, Malikpur
- 4) Notice Board.

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SCHEDULE-'C'

(Referred to in regulation-11)

Section-I: TENDERING & CONTRACT AGREEMENT

1.1 SUBMISSION OF TENDERS:-

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

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

- i) The tender must be complete in all respects.
- ii) Telegraphic/Tele fax/Telex/E-mail quotations will not be accepted.
- iii) Contractor must submit envelope containing the earnest money. While opening the tenders the envelope containing Earnest Money shall be opened first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then the tender shall be opened.
- iv) Tender shall be opened in the office of **Additional S.E./Sr. Executive Engineer/O&M, UBDC Hydrel Channel, Malikpur/ Pathankot** on the due date given in the tender notice in the presence of tenderers or their authorized representatives who may like to be present. In case the due date of opening tenders happens to be a holiday tenders shall be received and opened at same hours on the next working day.

1.2 TENDERS TO BE INVALIDATED: -

The tenders must be complete in all respects. Conditional incomplete or not properly sealed tenders and tenders received late due to any reason, whatsoever will be rejected.

1.3 INSPECTION OF SITE BY TENDERERS:-

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

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

1.4 SIGNING OF THE TENDERS:-

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

1.5 EARNEST MONEY:-

The tenderers shall be required to submit earnest money as per DNIT /tender notice. Public Sector Undertakings fully owned by the Punjab Govt./Central Govt./Other State Govt. shall be exempted from depositing Earnest Money provided that a certificate of Govt. Ownership shall be submitted in the envelope for Earnest Money.

In case of tenders not accepted the earnest money shall be refunded; within 30 days of the award of order/contract to the unsuccessful tenderers or after the expiry of additional period whichever is later.

1.6 TENDER TO CONFORM TO SPECIFICATIONS:-

Tender which proposes any alternation in the work specified in the Tender Specification or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection.

1.7 RATES TO INCLUDE EVERY THING NECESSARY:-

- a) Prices & rates quoted shall include cost of material charges for labour including all leads and lifts, to poles, plant, mobilizing and demobilizing equipment, consumables such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures, setting out, transport charges, taxes, royalties, octroi for temporary/permanent works and any local taxes or levies payable on

all transactions necessary for due performance of work under this contract. Quoted rates shall take into account all the above and every thing else necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under any circumstances. However, escalation owing to increase in basic prices of material, labour and taxes/duties shall be payable as stipulated in price variation clause.

- b) The unit rates quoted shall take into account details of construction which are obviously and fairly intended, and which may not have been specifically referred to in these documents but are essential for the satisfactory completion of work.
- c) Rates quoted by bidder for all items of work shall remain firm irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities & rates and up to 35 % variation in the contract price.
- d) Tenderer shall furnish %age extra/rebate over the contract price in excess of 35% variation allowed and in case tenderer does not specify the %age extra/rebate in his offer, the quoted price shall be deemed remain unaltered for any variation beyond 35% also.
- e) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawings issued along with the specification.
- f) The rates quoted shall be good for works before or above ground level, irrespective of elevations unless separate rates are called for different elevations.
- g) The rates quoted by the bidder shall remain unaltered for the use of any type of cement such as Portland Puzzolana or Ordinary Portland etc. supplied by the Board.
- h) The rates quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on the works.

1.8 PRICE VARIATION:- (This clause is Not Applicable)

Quoted rates/prices should preferably remain firm for the entire duration of Contract. However in case variable rates/prices are quoted as per Clause 1.7 above then the same will be subject to price adjustment. During the execution of contract for the increase /decrease in price of material and/or wages of labour the amount payable /refundable to from the contractor will be government by the PVC formula and terms & conditions mentioned herein.

$$P_2 = P_1 \left[1 + \left[\frac{1 - X}{100} \right] \left[\frac{W_2}{W_1} - 1 \right] \right]$$

P₂ = Escalated cost.

P₁ = Quoted cost.

W₁ = Whole sale price index for all commodities (base 1981-82=100) for the month in which letter of intent was issued.'

W₂ = Whole sale price index for all commodities (base 1981-82=100) for the month in the escalated price is to be worked out.

X = %age deflating factor =0.25

Price adjustment shall be applicable only for the work which is carried out with in the stipulated completion period including authorized extension thereof for reasons not attributable to the contractor.

No claims for price adjustment other than those provided herein shall be entertained and no other expenditure incurred by the contractor due to levy of additional/increase in taxes, duties, octroi, royalty, levies, insurance premiums, benefits to employees/workers/labour and/or any other reasons whatsoever shall be payable to the contractor.

Price adjustment will also be applicable to extra items of works which are derived only from the basic quoted rates. However, the same will not be applicable in case of extra items of works whose rates are based on market rates prevalent at the time of execution.

Every month after the award of contract the contractor shall submit to the Sr. Executive Engineer the bill for the adjustment of variation in prices of materials and labour along with authenticates documentary evidence.

No price adjustment will be applicable in case of materials which are issued by the owner.

The overall adjustment for variation in prices of materials and labour etc. shall be subject to the following maximum limit of the amount of work done minus value of material and services supplied by the Punjab State Power Corporation Limited as fixed rates:-

- i) For Contractors with completion period upto 12 months =4%
- ii) For contracts with completion period more than 12 months but up to 24 months =8%
- iii) For contracts with completion period more than 24 months. =10%

Deductions from the price adjustment payments shall be made similar to the running account bills as the price adjustment shall be treated as enhancement/reduction in the value of work done as per basic quoted rates.

Bidder shall indicate in his bid the ceiling amount of total escalation payable to him till completion of work in all respects. In case the ceiling limit is not specified or it is mentioned by the bidder that the bid is without ceiling limit then the

ceiling limit shall be assumed at 5% higher than the highest ceiling quoted by any other bidder. Variable prices without any ceiling shall be restricted to 15% if price of other bidders are firm and also if none of the bidders have quoted a ceiling.

1.9 ALL CUTTINGS/ CORRECTIONS TO BE INITIALED:-

Each page of the tender document including the schedule of quantity and drawings be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.

1.10 RIGHT TO REJECT ALL OR ANY TENDER:-

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

1.11 INCOME TAX CLEARANCE CERTIFICATE:-

The bidder shall furnish Photostat copy of Income Tax Clearance Certificate; from the competent authority along with his tender.

1.12 VALIDITY OF TENDERS:-

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

1.13 SOLVENCY CERTIFICATE:-

Every tenderer shall produce along with his tender a solvency certificate from scheduled Bank where his firm's account is being maintained. If he fails to produce such a certificate his tender may not be considered.

1.14 POST TENDER MODIFICATIONS:-

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

1.15 PATENT RIGHTS:-

The contractor shall fully indemnify Punjab State Power Corporation Limited or the officer-in-charge against any action claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the contract.

In the event of any claim being made or action brought against Punjab State Power Corporation Limited or Officer-in-charge in respect of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by PSEB but the contractor shall pay any royalties payable in respect of any such use.

1.16 OCTROI AND OTHER DUTIES:-

All charges on account of Octroi terminal or sale tax and/ or duties on material obtained for the work (excluding material provided by Punjab State Power Corporation Limited on payment) shall be borne by the contractor.

1.17 ROYALTIES:-

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the contractor may be allowed to removed from quarries situated on land which is in charge of the Punjab State Power Corporation Limited authorities.

1.18 PLANT & EQUIPMENT:-

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

1.19 SPLITTING OF WORK:-

The Punjab State Power Corporation Limited reserves the right to split up the work in the scope of this contract among more than one contractor during the progress of work due to unsatisfactory progress of work of the contractor. The Punjab State Power Corporation Limited will not entertain any claim from any contractor as a result of such splitting up. The Punjab State Power Corporation Limited also reserves the right to exclude/include any items of work from/into scope of the contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labour, T&P and materials at the contractor's cost at any stage of work if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

1.20 BID/CONSTRUCTION DRAWINGS:-

The list of drawings given in the tender documents are intended only to convey to the tenderer a general idea of the type & extent of work involved. As such they are indicative for the tender purposes only. The construction drawings shall be issued to the contractor progressively after award of contract to suit work/project priorities. The construction designs can also be revised due to

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any reason whatsoever before execution of that part of the work. No claim will be entertained from the contractor for any such revision if the construction drawings are at variance from those issued for tender purpose and also due to any revision of the construction drawings issued before execution of that part of the work.

1.21 SIGNING OF CONTRACT:-

In the event of tender being accepted an intimation shall be given to the contractor who shall thereupon attend office of Accepting Officer to sign copies of the specifications and other documents and to execute the contract agreement within **21 days** of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.

Sr. Executive Engineer/O&M,
UBDC Channel, PSPCL,
Malikpur (Pathankot)

GENERAL CONDITIONS OF CONTRACT

2.1 SCOPE OF CONTRACT:-

The contract comprises the planning, erection, completion and maintenance of the works and except, in as far as the contract otherwise provides the provisions of all labour, materials, supervision, storage, constructional plant, equipment, supplies, transportation to or from the site, fuel, electricity, temporary works and every thing whether of a temporary or permanent nature required in and for such construction, erection completion, maintenance and handing over of the works except items specified to be furnished by the purchaser or others, all in accordance with the stipulations laid down in the contract and additional drawings as may be provided by the Engineer-in-charge during execution of the works.

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

2.2 SUPPLY OF PLANT MATERIAL AND LABOUR:-

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

2.3 FIRE FIGHTING EQUIPMENT:-

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

2.4 WATER AND ELECTRICITY:-

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

2.5 SETTING OUT:-

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

2.6 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATIONS ETC.:-

The contractor shall execute the work strictly in accordance with the drawings & specifications. The contractor shall also conform exactly and faithfully to the design drawings and instructions in writing related to the work signed by the Engineer lodged in his office and/ or supplied to the contractor.

2.7 DRAWING & SPECIFICATIONS:-

- a) One set of the Drawings & Specifications and schedule of quantities shall be furnished by Engineer to Contractor. Such copies shall be kept on the works and Engineer and his representatives shall at all reasonable times have access to the same. They shall be returned to the Engineer by contractor along with the final bill of the contract.
- b) Matter shown either on the drawings or in the specifications shall be executed/ furnished as if shown in both except where specific provision is made in the drawings superseding the specifications.
- c) Where the design/drawings are to be supplied by the contractor in turn-key jobs. The following provisions shall apply.
 - i) All drawings submitted by the VENDOR/CONTRACTOR including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement weight of each component, breakdown for packing and shipment, the external connections, fixing arrangements required, the dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested.
 - ii) The VENDOR/ CONTRACTOR shall submit to the ENGINEER/ CONSULTANT for review, within the times named in the specification such drawings, samples patterns and models as may be called for therein or as the ENGINEER/CONSULTANT may reasonably require, provided that the VENDOR/CONTRACTOR shall not be under any obligation to supply copies of shop drawings. Within a reasonable period after receiving such drawings, samples, patterns and models, the Engineer/Consultant shall signify his comments/approval or otherwise. Copies of all drawings which require to be approved by the owner/Purchaser shall be provided by the Vendor/contractor. The Vendor/Contractor shall supply additional copies of approved drawings in accordance with the details set out in the specification.
 - iii) Drawings approved as above described shall not be departed from without written approval of Engineer/Consultant.
 - iv) The Engineer/Consultant shall have the right at all reasonable times to inspect at the factory of the Vendor/Contractor all drawings.
 - v) The Vendor/Contractor shall within the times named in the specification, provide drawings showing the manner in which the Equipment is to be affixed together with all information relating, unless otherwise agreed only to the supply, required for preparing suitable foundations.
 - vi) The Vendor/Contractor shall not be relieved of his obligations under the Contract including but not limited to guarantee obligations stated herein, by incorporating the Engineer/Consultant's design and fabrication comments.
 - vii) Any expenses resulting from an error or omission in or from delay in delivery of the drawings and information mentioned in this specification shall be borne by the Vendor/Contractor.
 - viii) Within three weeks from the date of receipt of the order, the Vendor/Contractor shall submit copies of the list of all drawings he proposes to submit for approval identifying each by a serial number and descriptive title and giving the expected date of submission. This list shall be revised and extended, as necessary, during the progress of work.
 - ix) After the award of the Contract, the Vendor/Contractor shall submit (as per the Distribution Schedule enclosed with the Specification) copies of design calculations, material specifications and detailed drawings as called for in the Equipments Specification for the owner/Purchaser or the Engineer's/Consultant as to the validity of his design with reference to the requirements of statutory Code Authorities or otherwise.
 - x) Drawings submitted for approval shall be signed by responsible representatives of the Vendor/Contractor and shall be to any one of the following sizes in accordance with Indian Standards: A0,A1,A2, A3 or A 4:
 - xi) All drawings shall show the following particulars in the lower right hand corner in addition to the Vendor/Contractor's name:
 - i) Name of the Purchaser
 - ii) Project Title.
 - iii) Purchase Order No./Contract No.
 - iv) Title of Drawing.
 - v) Scale.
 - vi) Date of drawing.
 - vii) Vendor's/Contractor's Drawing Number.
 - viii) Space for the Engineer's/Consultant's drawing number.
 - xii) In addition to the information provided in the drawings, each drawing shall carry a revision number, date of revision and brief details of revisions carried out. Where ever any revision is carried out, correspondingly revision number must be updated.
 - xiii) All dimensions or drawings shall be metric units unless otherwise specified.
 - xiv) The Owner/Purchaser will return to the Vendor/Contractor(s) one print stamped "Approved" or (b) one print stamped 'Approved with comments as noted' or (c) one print marked with comments. In the case of (a) no further submission of the drawings is required. In the case of (b) the Vendor/Contractor shall correct his original drawing to conform with comments of the Owner/Purchaser and Engineer/ Consultant and furnish the corrected drawings to the Owner/Purchaser and the Engineer/Consultant for the purpose of record. In the case of (c) the Vendor/Contractor shall correct high original drawing to conform with comments and corrections of the Owner/Purchaser or the Engineer/Consultant and resubmit the drawings to the Purchaser/Engineer within two (2) weeks after receipt of the marked up print for approval. When the Vendor/Contractor resubmits the drawing, he should incorporate Engineer's/Consultant's drawing; number which corresponds to the Vendor/Contractor's in the respective drawing. The Engineer's/Consultant's drawing number shall be used thereafter for all purposes of reference.
 - xv) Drawings submitted by the Vendor/Contractor for approval will be checked/ reviewed by the Owner/Purchaser or the Engineer/Consultant and comments, if any, on the same will be conveyed to the Vendor/Contractor. It is the responsibility of the Vendor/contractor to incorporate correctly all the comments conveyed by the Owner/Purchaser or the Engineer/Consultant on the Vendor's/Contractor's drawings. The Drawings which are approved with comments are to be resubmitted to the Owner/Purchaser and the Engineer/Consultant for purpose of records. Such drawings will not be checked/ reviewed by the Owner/Purchaser or the Engineer/Consultant to verify whether all the comments have been incorporated by the Vendor/Contractor. If the Vendor/Contractor is unable to incorporate certain comments in his drawings he shall clearly state in; his forwarding letter such non-compliance along with valid reasons.
 - xvi) Any work performed or material ordered by the Vendor/Contractor prior to receipt of drawings stamped 'Approved with comments as noted' by the Owner/Purchaser or the Engineer/Consultant shall be at the risk of the Vendor/Contractor. After print of any drawings has been returned 'Approved', the Vendor/Contractor may release all parts covered by the drawing, for production.

- xvii) Reproducible where called for in the distribution schedule, shall be submitted after the approval of drawings. These should be of quality not less than a Kilburn reproducible tracing films or equivalent capable of producing clear and legible prints "Sepia" or similar process reproducible shall not be accepted.
- xviii) On completion of the installation, the Vendor/Contractor shall furnish a complete set of drawings on Kilburn reproducible tracing film or equivalent, if call for in the distribution schedule, or other parts of the specification on which the Vendor/Contractor shall make in a neat and accurate manner, a complete record of all changes and revisions to the original design, as installed in the completed work. These drawings shall be submitted to the owner/Purchaser and to the Engineer/Consultant for records, these become the property of the Owner/Purchaser.
- xix) Drawings prepared by the Vendor/Contractor and approved by the Owner/Purchaser shall be considered as a part of the specification. However, examination and approval of the drawings by the Owner/Purchaser or the Engineer/Consultant shall not relieve the Vendor/Contractor of his responsibility for engineering, design, workmanship and materials, under the contract.
- xx) If, at any time before the completion of the work, changes are made necessitating revision of approved drawings, the Vendor/Contractor shall make such revisions and proceed in the same routine as for the original approval.
- xxi) Drawings shall include all installation and detailed piping drawings if piping is included in scope of supply. All piping 65 millimeter and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree, with actual as built construction.

2.8 GUARANTEES FOR PSPCL'S MATERIAL:-

The PSPCL will issue material for use on works as detailed separately. The contractor shall furnish the Board with a guarantee that materials supplied by the PSPCL to the contractor will be used exclusively for the work for which issued. The contractor shall be responsible for the loss destruction or deterioration of the material supplied to him by the Board even if such loss, destruction or deterioration has occurred under any circumstances what so ever beyond his control as the material so supplied were his property.

2.9 BENCH MARKS:-

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

2.10 SITE FACILITIES BY CONTRACTOR:-

The contractor will be required to provide at his own cost all facilities for his office ware-house tool room change room labour huts outside the plant or any other building/structure required to execute his work. However material required for these infrastructures and available in PSPCL(s) site store shall be made available to the contractor at the rates and terms mentioned in the specification.

2.11 WORK TO PROCEED UN-INTERRUPTED:-

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

2.12 NIGHT SHIFTS:-

The time of completion shall be deemed to exclude working during night shifts. However, Engineer may consider granting permission for working during night shifts if considered essential to complete the work in the stipulated time, on a specific request by the contractor. Night work shall not entitle the contractor to any extra payment where night work is in progress sufficient lights shall be provided by the contractor at his cost to safeguard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated area and underground open structures shall be properly barricaded and shall be provided with red lights to prevent accidental falls.

2.13 CONTRACTOR'S STAFF:-

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

2.14 PROTECTION OF WORK BY CONTRACTOR:-

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

2.15 CO-ORDINATION WITH OTHER AGENCIES:-

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

2.16 ASSIGNMENT OR TRANSFER OF CONTRACT:-

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

2.17 SUB CONTRACT:-

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

2.18 COMPLIANCE TO REGULATIONS AND BY LAWS:-

The contractor shall conform to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State Department. Or Undertakings with whose system the work is prepared to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer-in-charge notices specifying the variations proposed to be made and reasons therefore & shall not carry out any such violations un-till he has received intimations from Engineer-in-charge in respect thereof the contractor shall be bound to give notice required by Statute Regulations or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

2.19 CONTRACTOR TO REPORT ACCIDENTS:-

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

2.20 REMOVAL OF CONTRACTOR'S PERSONNEL WORKMEN:-

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

2.21 WORK OPEN TO INSPECTION:-

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

2.22 NOTICE BEFORE WORK IS COVERED UP:-

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

2.23 CONTRACTOR LIABLE FOR DAMAGE DONE:-

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

2.24 CONTRACTOR SUPERVISION:-

The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an engineer as his accredited agent, approved by the Engineer-In-Charge, if the contractor does not have himself have sufficient knowledge or experience to be capable of receiving instructions or can not give his full attention to the work. The contract or his agent shall be present at the site (s) and shall superintend the execution of the work or works with such additional assistance in each trade, as the

work involved shall require and considered reasonable by the Engineer In charge. Directions/instructions given by Engineer In charge to the contractor agent shall be considered to have the same force as if these had been given to the contractor himself.

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

2.25 CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING AND SAFETY MEASURES ETC:-

The contractor shall supply at his own cost all materials except such special materials, if any, as may be supplied from the Board's stores in accordance with the contract, plant tools, appliances, implements, ladders, cordage, tackle, fuels, lubricants, gasses, scaffolding and any temporary works etc. which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Sr. Executive Engineer as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to or from the work. The contractor shall also supply the requisite number of persons with means and material necessary for the purposes of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of very suit action or other legal proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

2.,26 WORK ON SUNDAYS/GAZETTED HOLIDAYS:-

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

2.27 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:-

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

2.28 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT:-

The accepting officer, without prejudice to any other right or remedy which shall accrue after to PSPCL, shall cancel the contract in any of the following cases: -

- a) Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy, Act for the time being enforce or make any conveyance or assignment of his effect of composition or arrangement ;for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditor: OR
- b) being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affaire, or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a Receiver, or Manager. OR
- c) Name an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors: OR
- d) Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer: OR
- e) Suffers an execution being levied or his goods works or property and allows it to be continued for a period of 21 days.

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

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

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account determining the excess cost to be charged to the contractor under this condition shall consist of the cost of material purchased and/or labour provided by the PSPCL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

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

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any

sum for any work actually performed under the contract, unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

2.29 CHANGES IN CONSTITUTION OF FIRM AND ADDRESS:-

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

2.30 TERMINATION OF CONTRACT ON DEATH:-

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

2.31 SPECIAL POWERS OF DETERMINATION:-

If at any time after the acceptance of the tender, PSPCL shall for any reason whatsoever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the fact to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which have derived from the execution of the work in full but he did not derive in consequences of the force closing of work.

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

Sr. Executive Engineer/O&M,
UBDC Channel, PSPCL,
Malikpur (Pathankot)

SCHEDULE-C

SECTION – III

PERFORMANCE OF THE CONTRACT AND PAYMENTS.

3.1 SECURITY DEPOSIT:-

The person whose tender shall be accepted (hereinafter called the contractor) shall permit owner/engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/Engineer-In-Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. **The security deposit shall be refunded to the contractor after the expiry of defects liability period which is 6 months from the date of issue of completion certification or payment of final bill whichever is later. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.** The earnest money deposited at the time of tender will be treated as part of the security deposit.

3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

- a) In any case, in which under any clause or clauses of the contract, the contractor shall be rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump sum or deducted by installment). Or in case of abandonment of the work owing to serious illness or death of contractor or any other cause the Engineer-In-charge on behalf of the Punjab State Power Corporation Limited shall have power to adopt any of the following courses as he may deem best suited to the interest of the Punjab State Power Corporation Limited.
- i) To rescind the contract (of which recession notice of 15 days in writing to the contractor under signature of the Engineer In-charge shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Punjab State Power Corporation Limited.
- ii) To employ labour paid by the Punjab State Power Corporation Limited to supply materials to carry out the works, or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price, the certificate of the Senior Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of the Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- iii) To order that the work of the contractor be measured up and to take such part thereof shall be unexecuted out of his hands and to give it to another contractor to complete it in which case any expense which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final, conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the Punjab State Power Corporation Limited under the contract or otherwise or from his security deposit or the sale proceeds thereof, or a sufficient part thereof.

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

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

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

3.3 EXTENSION OF TIME:-

1. If the contractor shall desire an extension of the time limit for completion of the work on ground of his having been unavoidably hindered in execution or of any other ground, He shall apply in writing to the Engineer-In-charge and the Engineer In-charge may if in his opinion there are reasonable ground for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer In-charge shall be final and binding.
2. For any delay in work on account of act of omission or commission at the part of Punjab State Power Corporation Limited viz. delay in issue of material, alteration, omission, additions, substitutions in original specifications,

drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

3.4 **FORCE MAJEURE :-**

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

3.5 **EXTRA ITEMS:-**

- a) Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-charge. If extra items due to any alterations, addition or substitution or due to any other cause include any class of work for which no rate is specified in the contract, the rates for such item/items shall be worked out on the basis of Common Schedule of Rates and approved by the competent authority. Where the rates for non-agreement items do not exist in the Common schedule of Rates, the same shall be determined by analysis.
- b) In case of contract, not based on the Common Schedule or Rates, the rates for such items shall be worked out as follows:-
 - i) Cost of material as well as transportation charges shall be as per the vouchers furnished by the Contractor or as per the prevailing market rate which ever is less Sr. Executive Engineer reserves the right to verify the vouchers submitted by Contractor and his decision in this regard shall be final and binding.
 - ii) Cost of labour shall be calculated on the basis of the actual labour employed (excluding supervisory staff) as recorded at site for the item of work to the entire satisfaction of the Sr. Executive Engineer whose decision shall be final and binding.
 - iii) 10% of the cost of material and 25% of cost of labour as enumerated above shall be added towards Contractor's profit, supervision and overhead charges etc. Amount of 10% shall not be paid over the cost of material if the same are supplied by the Pb. State Power Corporation Limited and 25% on such amount of labour if rates for labour are taken as specified by Contractor.
- (c) The Sr. Executive Engineer can sanction the rate provided the total amount of all such items under one contract is within his competence to accord technical sanction. When the total amount of all such items under one contract exceeds financial limit of the Sr. Executive Engineer, he shall refer the matter to the SE who will sanction the rate, if the total amount of all such items including those already sanctioned by the Sr. Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the Chief Engineer who has full powers to sanction such rates.
- (d) The Contractor shall deliver in the officer of the Sr. Executive Engineer on or before the 10th of every month during the continuance of work covered by the contract, return showing details of any work claimed for as extra and as such return shall also contain the value of such work as claimed by the contractors for which value shall be based on the guidelines given above. Extra items shall be taken in hand only after written orders from Engineer-in-charge. The contractors shall include in such monthly return particulars of all claims of whatsoever kind and howsoever arising which at the date thereof he has or, may claim to have against the Pb. State Power Corporation Ltd under or in respect of or in any manner arising out of the execution of the work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

3.6 **FACILITIES TO BE PROVIDED:**

a)Stores: -

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

b) WATER & ELECTRICITY FOR CONSTRUCTION OF WORK & CONTRACTORS STORE/OFFICE:

Refer Para 2.4

c) LAND FOR CONTRACTOR'S , STORES, OFFICES AND WORKSHOP:

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

3.7 **COMPLETION/FINAL CERTIFICATE:-**

On completion of the work the contractor shall be furnished with completion certificate by the Sr. Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until works are taken over and/or duly tested and put to operation as the case may be not until the work shall have been measured by the Sr. Executive Engineer or where the measurement have been taken by the subordinates until they have received the approval of the Sr.

Executive Engineer the said measurement being bind and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Sr. Executive Engineer may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

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

3.9 DEDUCTION OF AMOUNTS DUE TO PSPCL:-

Any excess payment made to the contractor inadvertently or otherwise under this contract on any account what-so-ever and any other sum found to be due to board by the contractor in respect of this contract or any other contracts or work order on any account what-so-ever may be deducted from any sum what-so-ever payable by the board to the contractor either in respect of this contract or any work order of contractor or on any other account by any other office of the Punjab State Power Corporation Limited.

3.10 ACTION WHERE NO SPECIFICATIONS :-

In the case of any clause of work for which there is no such specification mention in the contract, such work shall be carried in accordance with specification as decide by the concerned Engineer-In-charge.

3.11 ACTION ON UNSATISFACTORY PROGRESS:-

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

3.12 DIARY & PROGRESS REPORT:-

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

3.13 DAMAGED WORKS:-

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

3.14 PENALTY FOR DELAY:-

The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as penalty an amount equal to ½% of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated or actual cost of work whichever is higher.

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

If it shall appear to the Engineer In-charge or his subordinate In-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise no in accordance with the contract, the contractor shall on demand in writing from the Engineer In-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work as specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer In charge in his demand re-execute the work or remove and replace with other material of articles complained of as the case may be at the risk and expense in all respects of the contractor.

3.16 PAYMENTS:-

- a) The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer In-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such works.

- b) A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. Executive Engineer for all work executed on the previous month and Sr. Executive Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid the Sr. Executive Engineer may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Sr. Executive Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.
- c) No payment shall be made for works estimated to cost less than ₹ ten thousand, till after the whole of the works shall have been completed and a certificate of the completion given but the case of works estimated to cost more than ₹ ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Er.-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advanced against the final payment only and not as payments for work actually done and complete and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-In-Charge under these conditions, or any of them as to the final settlement and adjustments of their accounts or otherwise, or in/any other way vary or affect the contract. The final bill shall be submitted by the contractor within 1 month of completion of the work otherwise the Sr. Executive Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

3.17 PAYMENT OF FINAL BILL:-

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

3.18 SIGNING OF RECEIPTS FOR PAYMENTS:-

The Punjab State Power Corporation Limited may refuse or suspend payments on account of work when execution by a firm or by contractor described in their tender as firm unless receipts are signed by all the partners or one of the partners or some other person who produces written authority enabling him to give effectual receipts on behalf of firm.

3.19 ARBITRATION CLAUSE:-

- a) If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the party as the result of such terminations shall be referred, for sole arbitration of the nominee of the Punjab State Power Corporation Limited, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to the arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.
- b) Upon every or any such references, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and the client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/ Punjab State Power Corporation Limited shall be withheld on account of such proceedings.

3.20 DISMANTLED MATERIALS:-

All the dismantled material received on completion of the works shall have to be handed over to the owner and stacked in a manner approved by the Engineer In Store/site without any extra cost to the owner.

3.21 RECESSION OF CONTRACT:-

The contract shall not be assigned or subject without the written consent of the Engineer In-charge and if the contractor assigns or subjects his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their certify in writing that in his opinion contractor:-

- a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer In-charge.
- b) In the opinion of the Engineer In-charge at any time, whether before or after the date or extended date for completion, make default in proceedings with the work with due diligence and continue in that state after a notice of seven days from Engineer In-charge
- c) Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.
- d) Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract.

- f) Any bribe, gratuity, gift, loan, perquisite, records, 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 employment of Punjab State Power Corporation Limited in any way relating to his office or if any such officer or person of Punjab State Power Corporation Limited shall become in any way directly or indirectly interested in the contract.

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

- g) In case the Board intends to fore-close the contract before the completion of the job due to any reason then the Engineer In-charge shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured jointly. Unutilized materials supplied by the Board shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for unutilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

3.22 Priorities & Licenses By Contractor:-

The contractor shall be responsible for making his own arrangement for priorities or licenses for all materials which are not to be supplied by Punjab State Power Corporation Limited. Only recommendatory letter wherever necessary shall be issued on the specific request by the contractor.

3.23 JURISDICTION:-

Jurisdiction for filling any suit in case of any dispute shall be the court at the Headquarters of PSPCL's contract signing authority (i.e. Pathankot).

Sr. Executive Engineer/O&M,
UBDC Channel, PSPCL,
Malikpur (Pathankot)

SECTION –IV: FAIR WAGE CLAUSES AND LABOUR REGULATIONS:-

4.1.0 FAIR WAGES:

- 4.1.1 The contractor shall pay not less than fair wage to labour, if engaged by him on the work. Fair wage means whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Govt. PWD/ Punjab State Power Corporation Limited for district in which the work is done.
- 4.1.2 The contractor shall notwithstanding the provisions of any agreement to the contrary cause to be paid fair wage of laborer indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.3 In respect of all directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with Punjab Govt./Contractor's labour regulations made by the Govt. from time to time in regard to payment of wages , wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4 The Sr. Executive Engineer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by the reasons of non- fulfillment of conditions of the contract from the benefits of the works. No payment of wages or deductions made from him or their wages, which are not justified by the terms of the contractors or for observance of the regularization referred to in clause 1.3 above.
- 4.1.5 Vis-à-vis The Punjab Govt./ Punjab State Power Corporation Limited, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity for his sub-contractor.
- 4.1.6 No labour below the age of 14 years shall be employed on the work.
- 4.1.7 It will be responsibility of the contractor to ensure that trees in the camp site and in the vicinity their fruit etc. are not damaged by his labour, or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

4.2.0 CAMPS & CONVENIENCES:

- 4.2.1 Suitable temporary hutting, accommodations in the opinion of the Sr. Executive Engineer may be necessary, outside the premises of the PSPCL's land. The contractor shall not put up any unauthorized canteens or tea shops on PSPCL property without the knowledge and prior approval of the Sr. Executive Engineer in writing .
- 4.2.2 Trenches, latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical Officer incharge of the area.
- 4.2.3 Clean drinking water to be provided by the contractor.
- 4.2.4 In the event of his failure to provide any or all the above amenities the same shall be provided by the Govt. and the cost recovered from the contractor. Any disputes regarding above points shall be settled by the Sr. Executive Engineer whose decision shall be binding.

4.3.0 MONTHLY RETURN REGARDING WAGES:-

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

4.4.0 CONTRACTOR'S LABOUR REGULATIONS:-

4.4.1 DEFINITIONS:-

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

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

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.:-

The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous places on the work notice in English and the local Indian Languages spoken by the majority of the workers, giving the particulars of wages and other alike matter as required under regulations.

4.4.3 PAYMENT OF WAGES:-

- a) All wages to be paid directly in Bank A/c of workers & proof of payment shall be submitted to this office.
- b) The contractor shall fix the wage periods in respect of which the wages shall be payable.

- c) No wage period shall exceed one month.
- d) Wages of every workmen employed on the contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
 - e) When the employment of any worker is terminated by or behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - f) All payments of wages shall be made on a working day.
 - g) Wage register and wage card etc.

The contractor shall maintain a wage register of workers, in such form as may be convenient, but the same shall include the following particulars.

 - i) Rate of daily or monthly wages.
 - ii) Nature of work on which employed.
 - iii) Total amount payable for the work during each wage period.
 - iv) Total numbers of days worked during each wage period.
 - v) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
 - vi) Wages actually paid for each wage period.
 - vii) The contractor shall also maintain a wage card for each worker employed on the work.
 - viii) The authority competent to accept the contract may grant an exemption from the maintenance of wage register and wage cards, to a contractor who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

4.4.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:

The wages of a worker shall be paid to him without any deduction of any kind except the following.

- a) Fines.
- b) Deduction for absence from duty i.e. from the place or places whereby the terms of his employment he is required to work. The amount of the deductions shall be in proportion to the period for which he was absent.
- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction which the PWD/PSPCL may from time to time allow.
- e) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- f) The total number of fines which may be imposed in one wage period on a worker, while not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after expiry of 60 days from the date of which it was imposed.

4.4.5 REGISTER OF FINES ETC.:-

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

4.4.6 PRESERVATION OF REGISTERS:-

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

4.4.7 POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY:-

Authority of the Punjab Government in their behalf shall have powers to make enquiries with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulations. He shall investigate into any complaint regarding only fault made by the contractor or by the sub contractor in regard to such provision.

4.4.8 REPORT OF LABOUR WELFARE OFFICER:-

The labour Welfare Officer or any other person authorized aforesaid shall submit a report of the investigation or enquiry to the Sr. Executive Engineer concerned indicating the extent if any, to which the; fault has been committed and the amount of the recoveries in respect of the cost of commission and omission of the laborer, with a note that necessary deduction from the contractor's bill be made and the wages and other deductions paid to the laborers concerned.

4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:-

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or their person so authorized may appeal against such decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

4.4.10 INSPECTION OF REGISTERS AND CARDS:-

The contractor shall allow inspecting of the registers and cards to any of his agent at a convenient time and place after due notice is received, or to the labour Welfare Officer or any other Officer authorized by the Punjab Government on its behalf.

4.4.11 SUBMISSION OF RETURNS:-

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

4.4.12 AMENDMENTS:-

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

4.5.0 INTOXICANTS:

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

4.6 EPF Clause (in case of regional labour work only):-

The contractor shall be registered with commissioner EPF and have an EPF A/C No.. Tender will be issued to those contractors who possess EPF license and submit sufficient proof thereof in its support. The contractor shall abide by all the statutory rules regarding provident fund as per EPF Act-1952 as amended to date strictly.

Sr. Executive Engineer/O&M,
UBDC Channel, PSPCL,
Malikpur (Pathankot)

ADDITIONAL TERMS AND CONDITIONS

Tender Specification No. 16 /XEN/C/17-18

Name of the Work: Renewal & replacement of damaged water proofing treatment with bitumen felt of control rooms' roof of Power House No.- 1 Stage-I & II, Power House No.2, Stage-I &II & Power House No.3, Stage-II under UBDC Project during year 2017-18.

01. The percentage quoted for CSR items will be added or subtracted to / from sanctioned zonal Premium applicable on the date of opening of tender and the percentage worked out will be added to the basic rates to work out quoted and payable rates. In case any tenderer quote rates by using brackets in an ambiguous way, the brackets shall be ignored and rates shall be worked out by the above method only.
02. In case the tenderer do not quote rate for any item, the estimated rate shall be considered to be the quoted rate & the tender shall be evaluated with this rate.
03. The tender shall be evaluated as a whole.
04. The work shall be carried out as per Tender Specifications, drawings & instructions of Engineer In charge.
05. The different quantities against each item of work given in the schedule of quantities are tentative & the quantities can vary up to any extent till/for the completion of the work. However the Quantities of work actual executed shall be measured/ recorded in SMB & shall be paid at the allotted rate.
06. Time allowed for the completion of work will be upto 25/03/2018, to be reckoned, from the date of Issue of allotment Order or LOI whichever is earlier .
07. If the contractor fails to maintain the quality and progress of the work to the satisfaction of Engineer-in-charge, the payment shall be reduced accordingly. the decision of Engineer -in-charge in this regard shall be final and binding upon the contractor.
08. Conditional tenders are liable to be rejected. Conditional rebates such as payment of R/A bills every month before stipulated date, payment of final bill within specified period etc. offered by the contractor shall not be accounted while evaluating the tenders and working out comparative merit position. However, such rebates shall be availed by the department to the extent possible if work is otherwise allotted to the contractor offering such rebates.
09. All letters sent to the contractor on the address given by him at the time of tendering shall be deemed to have been delivered to him in the natural course of time. To intimate the change in address, if any, shall be the responsibility of the contractor.
10. All safety appliances required for the workers shall be provided by the contractor. The Corp. shall not be responsible for any accident involving the workmen during work due to lack of safety appliances or negligence of the worker.
11. Er.-in-charge shall have the right to deduct any sum from the money due to the contractor for making good the loss suffered by a worker or workers by the reason of non-fulfillment of conditions of the contract or nonpayment of wages or deductions made from him or their wages which are not justified by the terms of the contract or non-observance of the regulations referred above.

12. The quoted rates should be inclusive of all taxes. GST, if applicable, shall be shown Extra.
13. All terms and conditions of all sections of Works regulation 1997 of PSPCL, amended up to date, which can be seen in the office of undersigned, shall be applicable.
14. The rates for materials issued from PSPCL stores, if available, shall be as per list of premium fixed on CSR rates 2010 applicable as on opening date of tender otherwise contractor will arrange all material at his level, for which no recovery shall be made. 3% storage charges shall be extra for materials issued from PSPCL store.
15. All tenders must be accompanied by earnest money @ 2% and minimum Rs. 5000/- prescribed in the tender documents. The envelope containing earnest money shall be opened first and in case the deposit of earnest money is in accordance with the terms and conditions of the NIT, then envelopes containing details shall be opened.

Sr. Executive Engineer/O&M,
U.B.D.C. Hydrel Channel PSPCL,
Malikpur (Pathankot)

Renewal & replacement of damaged water proofing treatment with bitumen felt of control rooms' roof of Power House No.- 1 Stage-I & II, Power House No.2, Stage-I &II & Power House No.3, Stage-II under UBDC Project during year 2017-18.

SCHEDULE OF Quantity				
Sr. No.	Description	Qty.	Unit	Rate Quoted By Contractor
1	Scraping damaged / torn tarfelt from roof and disposing at lead of 100 m distance (NSR)	1060.53	Sqm	
2	Washing concrete surface, scrubbing with brushes including preparing and laying slurry Ref CSR (10.34)	1060.53	Sqm	
3	20 mm thick cement plaster 1:4 in two coats to make the surface good & proper slope. CSR (15.20)	189.28	Sqm	
4	Cement concrete 1:2:4 gola 10 cm x 10 cm concave guadrant along junction of roof with parapet wall finished smooth, where specially specified. CSR (13.55)	326.54	Rmt.	
5	Providing and laying four courses of water proofing treatment with bitumen felt over roofs consisting of first & third layer courses of blown type bitumen grade 85/25 applied hot @1.20 kg per sqm of area for each course, second course on roofing felt type grade-I (Hessian base self finished bitumen felt) and fourth and final course of stone grit 6mm and down size or pre-sized grit spread at 0.006 cum per sqm including preparation of surface complete. CSR (13.56)	1060.53	Sqm	
6	Extra Carriage for Material beyond 5KM With Lead 20 KM Ptk Quarry (27-5=22KM) (5x11.25+10x7.5+7*4.5)+25%	11.88	Cum	
Total				

Note : 1) GST will be paid extra as per GST law and PSPCL/Govt. Regulations

2) Payment for Testing of all different materials to be used at site will be borne by Contractor/Firm

3) Any specific item, not listed in the Allotment but essentially required for completion of work will lie in the scope of contractor

SCHEDULE-‘C’

(Referred to in regulation-11)

Section-I: TENDERING & CONTRACT AGREEMENT**1.1 SUBMISSION OF TENDERS:-**

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

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

- i) The tender must be complete in all respects.
- ii) Telegraphic/Tele fax/Telex/E-mail quotations will not be accepted.
- iii) Contractor must submit envelope containing the earnest money. While opening the tenders the envelope containing Earnest Money shall be opened first and in case the deposit of Earnest Money is in accordance with the terms of Notice Inviting Tender only then the tender shall be opened.
- iv) Tender shall be opened in the office of **Additional S.E./Sr. Executive Engineer/O&M, UBDC Hydrel Channel, Malikpur/ Pathankot** on the due date given in the tender notice in the presence of tenderers or their authorized representatives who may like to be present. In case the due date of opening tenders happens to be a holiday tenders shall be received and opened at same hours on the next working day.

1.2 TENDERS TO BE INVALIDATED: -

The tenders must be complete in all respects. Conditional incomplete or not properly sealed tenders and tenders received late due to any reason, whatsoever will be rejected.

1.3 INSPECTION OF SITE BY TENDERERS:-

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

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

1.4 SIGNING OF THE TENDERS:-

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

1.5 EARNEST MONEY:-

The tenderers shall be required to submit earnest money as per DNIT /tender notice. Public Sector Undertakings fully owned by the Punjab Govt./Central Govt./Other State Govt. shall be exempted from depositing Earnest Money provided that a certificate of Govt. Ownership shall be submitted in the envelope for Earnest Money.

In case of tenders not accepted the earnest money shall be refunded; within 30 days of the award of order/contract to the unsuccessful tenderers or after the expiry of additional period whichever is later.

1.6 TENDER TO CONFORM TO SPECIFICATIONS:-

Tender which proposes any alternation in the work specified in the Tender Specification or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection.

1.7 RATES TO INCLUDE EVERY THING NECESSARY:-

- a) Prices & rates quoted shall include cost of material charges for labour including all leads and lifts, to poles, plant, mobilizing and demobilizing equipment, consumables such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures, setting out, transport charges, taxes, royalties, octroi for temporary/permanent works and any local taxes or levies payable on

all transactions necessary for due performance of work under this contract. Quoted rates shall take into account all the above and every thing else necessary and such quoted rates shall remain firm for the entire duration of the contract. Bidders shall note that later claims on account of non-inclusion of some or any necessary item in his quoted rates will not be entertained under

any circumstances. However, escalation owing to increase in basic prices of material, labour and taxes/duties shall be payable as stipulated in price variation clause.

- b) The unit rates quoted shall take into account details of construction which are obviously and fairly intended, and which may not have been specifically referred to in these documents but are essential for the satisfactory completion of work.
- c) Rates quoted by bidder for all items of work shall remain firm irrespective of variation to any extent in quantities of any or all items indicated in schedule of quantities & rates and up to 35 % variation in the contract price.
- d) Tenderer shall furnish %age extra/rebate over the contract price in excess of 35% variation allowed and in case tenderer does not specify the %age extra/rebate in his offer, the quoted price shall be deemed remain unaltered for any variation beyond 35% also.
- e) The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawings issued along with the specification.
- f) The rates quoted shall be good for works before or above ground level, irrespective of elevations unless separate rates are called for different elevations.
- g) The rates quoted by the bidder shall remain unaltered for the use of any type of cement such as Portland Puzzolana or Ordinary Portland etc. supplied by the Board.
- h) The rates quoted by the bidder shall include any straightening of raw steel, coiled sheets etc. prior to use on the works.

1.8 PRICE VARIATION:- (This clause is Not Applicable)

Quoted rates/prices should preferably remain firm for the entire duration of Contract. However in case variable rates/prices are quoted as per Clause 1.7 above then the same will be subject to price adjustment. During the execution of contract for the increase /decrease in price of material and/or wages of labour the amount payable /refundable to from the contractor will be government by the PVC formula and terms & conditions mentioned herein.

$$P_2 = P_1 \left[1 + \left[\frac{1 - X}{100} \right] \left[\frac{W_2}{W_1} - 1 \right] \right]$$

P_2 = Escalated cost.

P_1 = Quoted cost.

W_1 = Whole sale price index for all commodities (base 1981-82=100) for the month in which letter of intent was issued.

W_2 = Whole sale price index for all commodities (base 1981-82=100) for the month in the escalated price is to be worked out.

X = %age deflating factor =0.25

Price adjustment shall be applicable only for the work which is carried out with in the stipulated completion period including authorized extension thereof for reasons not attributable to the contractor.

No claims for price adjustment other than those provided herein shall be entertained and no other expenditure incurred by the contractor due to levy of additional/increase in taxes, duties, octroi, royalty, levies, insurance premiums, benefits to employees/workers/labour and/or any other reasons whatsoever shall be payable to the contractor.

Price adjustment will also be applicable to extra items of works which are derived only from the basic quoted rates. However, the same will not be applicable in case of extra items of works whose rates are based on market rates prevalent at the time of execution.

Every month after the award of contract the contractor shall submit to the Sr. Executive Engineer the bill for the adjustment of variation in prices of materials and labour along with authenticates documentary evidence.

No price adjustment will be applicable in case of materials which are issued by the owner.

The overall adjustment for variation in prices of materials and labour etc. shall be subject to the following maximum limit of the amount of work done minus value of material and services supplied by the Punjab State Power Corporation Limited as fixed rates:-

- i) For Contractors with completion period upto 12 months =4%
- ii) For contracts with completion period more than 12 months but up to 24 months =8%
- iii) For contracts with completion period more than 24 months. =10%

Deductions from the price adjustment payments shall be made similar to the running account bills as the price adjustment shall be treated as enhancement/reduction in the value of work done as per basic quoted rates.

Bidder shall indicate in his bid the ceiling amount of total escalation payable to him till completion of work in all respects. In case the ceiling limit is not specified or it is mentioned by the bidder that the bid is without ceiling limit then the

ceiling limit shall be assumed at 5% higher than the highest ceiling quoted by any other bidder. Variable prices without any ceiling shall be restricted to 15% if price of other bidders are firm and also if none of the bidders have quoted a ceiling.

1.9 ALL CUTTINGS/ CORRECTIONS TO BE INITIALED:-

Each page of the tender document including the schedule of quantity and drawings be signed and dated by tenderer in ink as a token of his having examined the same. Any correction in the rates quoted in the schedule of quantities shall also be signed with date by tenderer before submitting the tender. All corrections and additions or pasted slips should be initialed by the contractor. Non-compliance with these conditions will make the tender liable to rejection.

1.10 RIGHT TO REJECT ALL OR ANY TENDER:-

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

1.11 INCOME TAX CLEARANCE CERTIFICATE:-

The bidder shall furnish Photostat copy of Income Tax Clearance Certificate; from the competent authority along with his tender.

1.12 VALIDITY OF TENDERS:-

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

1.13 SOLVENCY CERTIFICATE:-

Every tenderer shall produce along with his tender a solvency certificate from scheduled Bank where his firm's account is being maintained. If he fails to produce such a certificate his tender may not be considered.

1.14 POST TENDER MODIFICATIONS:-

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

1.15 PATENT RIGHTS:-

The contractor shall fully indemnify Punjab State Power Corporation Limited or the officer-in-charge against any action claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article/or part thereof included in the contract.

In the event of any claim being made or action brought against Punjab State Power Corporation Limited or Officer-in-charge in respect of the matters aforesaid, the contractor shall immediately be notified thereof for taking necessary action provided that payment of indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by PSEB but the contractor shall pay any royalties payable in respect of any such use.

1.16 OCTROI AND OTHER DUTIES:-

All charges on account of Octroi terminal or sale tax and/ or duties on material obtained for the work (excluding material provided by Punjab State Power Corporation Limited on payment) shall be borne by the contractor.

1.17 ROYALTIES:-

Royalties fixed from time to time as per prevalent local rules will be recovered for materials, which the contractor may be allowed to removed from quarries situated on land which is in charge of the Punjab State Power Corporation Limited authorities.

1.18 PLANT & EQUIPMENT:-

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

1.19 SPLITTING OF WORK:-

The Punjab State Power Corporation Limited reserves the right to split up the work in the scope of this contract among more than one contractor during the progress of work due to unsatisfactory progress of work of the contractor. The Punjab State Power Corporation Limited will not entertain any claim from any contractor as a result of such splitting up. The Punjab State Power Corporation Limited also reserves the right to exclude/include any items of work from/into scope of the contract during the progress of work due to any reason whatsoever. The Engineer-in-charge reserves the right to inject labour, T&P and materials at the contractor's cost at any stage of work if the progress is not commensurate with the committed schedule and the contractor will not have any right to object.

1.20 BID/CONSTRUCTION DRAWINGS:-

The list of drawings given in the tender documents are intended only to convey to the tenderer a general idea of the type & extent of work involved. As such they are indicative for the tender purposes only. The construction drawings shall be issued to the contractor progressively after award of contract to suit work/project priorities. The construction designs can also be revised due to any reason whatsoever before execution of that part of the work. No claim will be entertained from the contractor for any such revision if the construction drawings are at variance from those issued for tender purpose and also due to any revision of the construction drawings issued before execution of that part of the work.

1.21 SIGNING OF CONTRACT:-

In the event of tender being accepted an intimation shall be given to the contractor who shall thereupon attend office of Accepting Officer to sign copies of the specifications and other documents and to execute the contract agreement within **21 days** of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.

Sr. Executive Engineer/O&M,
UBDC Hydrel Channel, PSPCL,
Malikpur/Pathankot

GENERAL CONDITIONS OF CONTRACT**2.1 SCOPE OF CONTRACT:-**

The contract comprises the planning, erection, completion and maintenance of the works and except, in as far as the contract otherwise provides the provisions of all labour, materials, supervision, storage, constructional plant, equipment, supplies, transportation to or from the site, fuel, electricity, temporary works and every thing whether of a temporary or permanent nature required in and for such construction, erection completion, maintenance and handing over of the works except items specified to be furnished by the purchaser or others, all in accordance with the stipulations laid down in the contract and additional drawings as may be provided by the Engineer-in-charge during execution of the works.

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

2.2 SUPPLY OF PLANT MATERIAL AND LABOUR:-

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

2.3 FIRE FIGHTING EQUIPMENT:-

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

2.4 WATER AND ELECTRICITY:-

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

2.5 SETTING OUT:-

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

2.6 WORK TO BE EXECUTED AS PER DRAWINGS SPECIFICATIONS ETC.:-

The contractor shall execute the work strictly in accordance with the drawings & specifications. The contractor shall also conform exactly and faithfully to the design drawings and instructions in writing related to the work signed by the Engineer lodged in his office and/ or supplied to the contractor.

2.7 DRAWING & SPECIFICATIONS:-

- a) One set of the Drawings & Specifications and schedule of quantities shall be furnished by Engineer to Contractor. Such copies shall be kept on the works and Engineer and his representatives shall at all reasonable times have access to the same. They shall be returned to the Engineer by contractor along with the final bill of the contract.
- b) Matter shown either on the drawings or in the specifications shall be executed/ furnished as if shown in both except where specific provision is made in the drawings superseding the specifications.
- c) Where the design/drawings are to be supplied by the contractor in turn-key jobs. The following provisions shall apply.
- i) All drawings submitted by the VENDOR/CONTRACTOR including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement weight of each component, breakdown for packing and shipment, the external connections, fixing arrangements required, the dimensions required for installation and interconnections with other equipment and materials, clearances and spaces required between various portions of equipment and any other information specifically requested.
- ii) The VENDOR/ CONTRACTOR shall submit to the ENGINEER/ CONSULTANT for review, within the times named in the specification such drawings, samples patterns and models as may be called for therein or as the ENGINEER/CONSULTANT may reasonably require, provided that the VENDOR/CONTRACTOR shall not be under any obligation to supply copies of shop drawings. Within a reasonable period after receiving such drawings, samples, patterns and models, the Engineer/Consultant shall signify his comments/approval or otherwise. Copies of all drawings which require to be approved by the owner/Purchaser shall be provided by the Vendor/contractor. The Vendor/Contractor shall supply additional copies of approved drawings in accordance with the details set out in the specification.
- iii) Drawings approved as above described shall not be departed from without written approval of Engineer/Consultant.
- iv) The Engineer/Consultant shall have the right at all reasonable times to inspect at the factory of the Vendor/Contractor all drawings.
- v) The Vendor/Contractor shall within the times named in the specification, provide drawings showing the manner in which the Equipment is to be affixed together with all information relating, unless otherwise agreed only to the supply, required for preparing suitable foundations.
- vi) The Vendor/Contractor shall not be relieved of his obligations under the Contract including but not limited to guarantee obligations stated herein, by incorporating the Engineer/Consultant's design and fabrication comments.
- vii) Any expenses resulting from an error or omission in or from delay in delivery of the drawings and information mentioned in this specification shall be borne by the Vendor/Contractor.
- viii) Within three weeks from the date of receipt of the order, the Vendor/Contractor shall submit copies of the list of all drawings he proposes to submit for approval identifying each by a serial number and descriptive title and giving the expected date of submission. This list shall be revised and extended, as necessary, during the progress of work.
- ix) After the award of the Contract, the Vendor/Contractor shall submit (as per the Distribution Schedule enclosed with the Specification) copies of design calculations, material specifications and detailed drawings as called for in the Equipments Specification for the owner/Purchaser or the Engineer's/Consultant as to the validity of his design with reference to the requirements of statutory Code Authorities or otherwise.
- x) Drawings submitted for approval shall be signed by responsible representatives of the Vendor/Contractor and shall be to any one of the following sizes in accordance with Indian Standards: A0,A1,A2, A3 or A 4:
- xi) All drawings shall show the following particulars in the lower right hand corner in addition to the Vendor/Contractor's name:
- | | |
|-------|-------------------------------------------------------|
| i) | Name of the Purchaser |
| ii) | Project Title. |
| iii) | Purchase Order No./Contract No. |
| iv) | Title of Drawing. |
| v) | Scale. |
| vi) | Date of drawing. |
| vii) | Vendor's/Contractor's Drawing Number. |
| viii) | Space for the Engineer's/Consultant's drawing number. |
- xii) In addition to the information provided in the drawings, each drawing shall carry a revision number, date of revision and brief details of revisions carried out. Where ever any revision is carried out, correspondingly revision number must be updated.
- xiii) All dimensions or drawings shall be metric units unless otherwise specified.
- xiv) The Owner/Purchaser will return to the Vendor/Contractor(s) one print stamped "Approved" or (b) one print stamped 'Approved with comments as noted' or (c) one print marked with comments. In the case of (a) no further submission of the drawings is required. In the case of (b) the Vendor/Contractor shall correct his original drawing to conform with comments of the Owner/Purchaser and Engineer/ Consultant and furnish the corrected drawings to the Owner/Purchaser and the Engineer/Consultant for the purpose of record. In the case of (c) the Vendor/Contractor shall correct high original drawing to conform with comments and corrections of the Owner/Purchaser or the Engineer/Consultant and resubmit the drawings to the Purchaser/Engineer within two (2) weeks after receipt of the marked up print for approval. When the Vendor/Contractor resubmits the drawing, he should incorporate Engineer's/Consultant's drawing; number which corresponds to the Vendor/Contractor's in the respective drawing. The Engineer's/Consultant's drawing number shall be used thereafter for all purposes of reference.
- xv) Drawings submitted by the Vendor/Contractor for approval will be checked/ reviewed by the Owner/Purchaser or the Engineer/Consultant and comments, if any, on the same will be conveyed to the Vendor/Contractor. It is the responsibility of the Vendor/contractor to incorporate correctly all the comments conveyed by the Owner/Purchaser or the Engineer/Consultant on the Vendor's/Contractor's drawings. The Drawings which are approved with comments are to be resubmitted to the Owner/Purchaser and the Engineer/Consultant for purpose of records. Such drawings will not be checked/ reviewed by the Owner/Purchaser or the Engineer/Consultant to verify whether all the comments have been incorporated by the Vendor/Contractor. If the Vendor/Contractor is unable to incorporate certain comments in his drawings he shall clearly state in; his forwarding letter such non-compliance along with valid reasons.
- xvi) Any work performed or material ordered by the Vendor/Contractor prior to receipt of drawings stamped 'Approved with comments as noted' by the Owner/Purchaser or the Engineer/Consultant shall be at the risk of the Vendor/Contractor. After print of any drawings has been returned 'Approved', the Vendor/Contractor may release all parts covered by the drawing, for production.

- xvii) Reproducible where called for in the distribution schedule, shall be submitted after the approval of drawings. These should be of quality not less than a Kilburn reproducible tracing films or equivalent capable of producing clear and legible prints "Sepia" or similar process reproducible shall not be accepted.
- xviii) On completion of the installation, the Vendor/Contractor shall furnish a complete set of drawings on Kilburn reproducible tracing film or equivalent, if call for in the distribution schedule, or other parts of the specification on which the Vendor/Contractor shall make in a neat and accurate manner, a complete record of all changes and revisions to the original design, as installed in the completed work. These drawings shall be submitted to the owner/Purchaser and to the Engineer/Consultant for records, these become the property of the Owner/Purchaser.
- xix) Drawings prepared by the Vendor/Contractor and approved by the Owner/Purchaser shall be considered as a part of the specification. However, examination and approval of the drawings by the Owner/Purchaser or the Engineer/Consultant shall not relieve the Vendor/Contractor of his responsibility for engineering, design, workmanship and materials, under the contract.
- xx) If, at any time before the completion of the work, changes are made necessitating revision of approved drawings, the Vendor/Contractor shall make such revisions and proceed in the same routine as for the original approval.
- xxi) Drawings shall include all installation and detailed piping drawings if piping is included in scope of supply. All piping 65 millimeter and larger shall be routed in detail and smaller pipe shall be shown schematically or by isometric drawings. All drawings shall be fully corrected to agree, with actual as built construction.

2.8 GUARANTEES FOR PSPCL'S MATERIAL:-

The PSPCL will issue material for use on works as detailed separately. The contractor shall furnish the Board with a guarantee that materials supplied by the PSPCL to the contractor will be used exclusively for the work for which issued. The contractor shall be responsible for the loss destruction or deterioration of the material supplied to him by the Board even if such loss, destruction or deterioration has occurred under any circumstances what so ever beyond his control as the material so supplied were his property.

2.9 BENCH MARKS:-

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

2.10 SITE FACILITIES BY CONTRACTOR:-

The contractor will be required to provide at his own cost all facilities for his office ware-house tool room change room labour huts outside the plant or any other building/structure required to execute his work. However material required for these infrastructures and available in PSPCL(s) site store shall be made available to the contractor at the rates and terms mentioned in the specification.

2.11 WORK TO PROCEED UN-INTERRUPTED:-

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

2.12 NIGHT SHIFTS:-

The time of completion shall be deemed to exclude working during night shifts. However, Engineer may consider granting permission for working during night shifts if considered essential to complete the work in the stipulated time, on a specific request by the contractor. Night work shall not entitle the contractor to any extra payment where night work is in progress sufficient lights shall be provided by the contractor at his cost to safeguard the workmen and the public and suitable precautions shall be taken to prevent accidents. Excavated area and underground open structures shall be properly barricaded and shall be provided with red lights to prevent accidental falls.

2.13 CONTRACTOR'S STAFF:-

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

2.14 PROTECTION OF WORK BY CONTRACTOR:-

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

2.15 CO-ORDINATION WITH OTHER AGENCIES:-

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

2.16 ASSIGNMENT OR TRANSFER OF CONTRACT:-

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

2.17 SUB CONTRACT:-

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

2.18 COMPLIANCE TO REGULATIONS AND BY LAWS:-

The contractor shall conform to the provision of any statute relating to the work and regulations and bye-laws of any local authority and of any Central/State Department. Or Undertakings with whose system the work is prepared to be connected. He shall before making any variation from the drawings or the specifications that may be necessitated for such connections give the Engineer-in-charge notices specifying the variations proposed to be made and reasons therefore & shall not carry out any such violations un-till he has received intimations from Engineer-in-charge in respect thereof the contractor shall be bound to give notice required by Statute Regulations or Bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

2.19 CONTRACTOR TO REPORT ACCIDENTS:-

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

2.20 REMOVAL OF CONTRACTOR'S PERSONNEL WORKMEN:-

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

2.21 WORK OPEN TO INSPECTION:-

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

2.22 NOTICE BEFORE WORK IS COVERED UP:-

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

2.23 CONTRACTOR LIABLE FOR DAMAGE DONE:-

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

2.24 CONTRACTOR SUPERVISION:-

The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an engineer as his accredited agent, approved by the Engineer-In-Charge, if the contractor does not have himself have sufficient knowledge or experience to be capable of receiving instructions or can not give his full attention to the work. The contract or his agent shall be present at the site (s) and shall superintend the execution of the work or works with such additional assistance in each trade, as the

work involved shall require and considered reasonable by the Engineer In charge. Directions/instructions given by Engineer In charge to the contractor agent shall be considered to have the same force as if these had been given to the contractor himself.

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

2.25 CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDING AND SAFETY MEASURES ETC:-

The contractor shall supply at his own cost all materials except such special materials, if any, as may be supplied from the Board's stores in accordance with the contract, plant tools, appliances, implements, ladders, cordage, tackle, fuels, lubricants, gasses, scaffolding and any temporary works etc. which may be required for the proper execution of the work in the original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Sr. Executive Engineer as to any matter on which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to or from the work. The contractor shall also supply the requisite number of persons with means and material necessary for the purposes of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of very suit action or other legal proceedings at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

2.26 WORK ON SUNDAYS/GAZETTED HOLIDAYS:-

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

2.27 COMPENSATION UNDER WORKMEN'S COMPENSATION ACT:-

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

2.28 CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENTS OR TRANSFER OR SUB LETTING OF CONTRACT:-

The accepting officer, without prejudice to any other right or remedy which shall accrue after to PSPCL, shall cancel the contract in any of the following cases: -

- a) Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order or order for administration of his Estate made against him or shall take any proceedings for liquidation or composition under any Bankruptcy, Act for the time being enforce or make any conveyance or assignment of his effect of composition or arrangement ;for the benefit of his creditor or purport to do so, or if any application be made under any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditor: OR
- b) being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affaire, or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a Receiver, or Manager. OR
- c) Name an arrangement with or assignment in favor of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors: OR
- d) Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer: OR
- e) Suffers an execution being levied or his goods works or property and allows it to be continued for a period of 21 days.

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

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

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account determining the excess cost to be charged to the contractor under this condition shall consist of the cost of material purchased and/or labour provided by the PSPCL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the Engineer-in-charge whose decision shall be final and conclusive.

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

The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any

sum for any work actually performed under the contract, unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

2.29 CHANGES IN CONSTITUTION OF FIRM AND ADDRESS:-

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

2.30 TERMINATION OF CONTRACT ON DEATH:-

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

2.31 SPECIAL POWERS OF DETERMINATION:-

If at any time after the acceptance of the tender, PSPCL shall for any reason whatsoever not required the whole or any part of the work, to be carried out, the Engineer shall give notice in writing to the contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which have derived from the execution of the work in full but he did not derive in consequences of the force closing of work.

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

Sr. Executive Engineer/O&M,
UBDC Hydrel Channel, PSPCL,
Malikpur/Pathankot

SCHEDULE-CSECTION – IIIPERFORMANCE OF THE CONTRACT AND PAYMENTS.**3.1 SECURITY DEPOSIT:-**

The person whose tender shall be accepted (hereinafter called the contractor) shall permit owner/engineer at the time of making any payment to him for works done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 5% (five percent) of gross value of work done. Such deductions are to be held by owner/Engineer-In-Charge by way of Security Deposit. All compensation or other sums of money payable by contractor to the owner/engineer under the terms of this contract may be deducted from or paid by the sale of sufficient part of security deposit or from any sums which may be due or may become due to the contractor by owner/engineer or any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale as aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. **The security deposit shall be refunded to the contractor after the expiry of defects liability period which is 6 months from the date of issue of completion certification or payment of final bill whichever is later. No interest shall be payable to the contractor on the amount of security deposit. The security deposit is to be deducted on the gross amount of running bill.** The earnest money deposited at the time of tender will be treated as part of the security deposit.

3.2 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

- a) In any case, in which under any clause or clauses of the contract, the contractor shall be rendered himself liable to pay compensation amounting to whole of his security deposit (whether paid in lump sum or deducted by installment). Or in case of abandonment of the work owing to serious illness or death of contractor or any other cause the Engineer-In-charge on behalf of the Punjab State Power Corporation Limited shall have power to adopt any of the following courses as he may deem best suited to the interest of the Punjab State Power Corporation Limited.
 - i) To rescind the contract (of which recession notice of 15 days in writing to the contractor under signature of the Engineer In-charge shall be conclusive evidence) and in that case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Punjab State Power Corporation Limited.
 - ii) To employ labour paid by the Punjab State Power Corporation Limited to supply materials to carry out the works, or any part of the work debiting the contractor with the cost of the labour and the price of the material (as to the correctness of which cost and price, the certificate of the Senior Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of the contract and in that case the certificate of the Sr. Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
 - iii) To order that the work of the contractor be measured up and to take such part thereof shall be unexecuted out of his hands and to give it to another contractor to complete it in which case any expense which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Sr. Executive Engineer shall be final, conclusive) shall be borne and shall be paid by the original contractor and shall be deducted from any money due to him by the Punjab State Power Corporation Limited under the contract or otherwise or from his security deposit or the sale proceeds thereof, or a sufficient part thereof.

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

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

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

3.3 EXTENSION OF TIME:-

1. If the contractor shall desire an extension of the time limit for completion of the work on ground of his having been unavoidably hindered in execution or of any other ground, He shall apply in writing to the Engineer-In-charge and the Engineer In-charge may if in his opinion there are reasonable ground for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer In-charge shall be final and binding.
2. For any delay in work on account of act of omission or commission at the part: of Punjab State Power Corporation Limited viz. delay in issue of material, alteration, omission, additions, substitutions in original specifications,

drawings, design etc. only extension of time will be agreed for the period so lost and no compensation would be given on this account.

3.4 **FORCE MAJEURE :-**

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

3.5 **EXTRA ITEMS:-**

- a) Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-charge. If extra items due to any alterations, addition or substitution or due to any other cause include any class of work for which no rate is specified in the contract, the rates for such item/items shall be worked out on the basis of Common Schedule of Rates and approved by the competent authority. Where the rates for non-agreement items do not exist in the Common schedule of Rates, the same shall be determined by analysis.
- b) In case of contract, not based on the Common Schedule or Rates, the rates for such items shall be worked out as follows:-
 - i) Cost of material as well as transportation charges shall be as per the vouchers furnished by the Contractor or as per the prevailing market rate which ever is less Sr. Executive Engineer reserves the right to verify the vouchers submitted by Contractor and his decision in this regard shall be final and binding.
 - ii) Cost of labour shall be calculated on the basis of the actual labour employed (excluding supervisory staff) as recorded at site for the item of work to the entire satisfaction of the Sr. Executive Engineer whose decision shall be final and binding.
 - iii) 10% of the cost of material and 25% of cost of labour as enumerated above shall be added towards Contractor's profit, supervision and overhead charges etc. Amount of 10% shall not be paid over the cost of material if the same are supplied by the Pb. State Power Corporation Limited and 25% on such amount of labour if rates for labour are taken as specified by Contractor.
- (c) The Sr. Executive Engineer can sanction the rate provided the total amount of all such items under one contract is within his competence to accord technical sanction. When the total amount of all such items under one contract exceeds financial limit of the Sr. Executive Engineer, he shall refer the matter to the SE who will sanction the rate, if the total amount of all such items including those already sanctioned by the Sr. Executive Engineer is within his power to accord technical sanction, otherwise the matter will be referred to the Chief Engineer who has full powers to sanction such rates.
- (d) The Contractor shall deliver in the officer of the Sr. Executive Engineer on or before the 10th of every month during the continuance of work covered by the contract, return showing details of any work claimed for as extra and as such return shall also contain the value of such work as claimed by the contractors for which value shall be based on the guidelines given above. Extra items shall be taken in hand only after written orders from Engineer-in-charge. The contractors shall include in such monthly return particulars of all claims of whatsoever kind and howsoever arising which at the date thereof he has or, may claim to have against the Pb. State Power Corporation Ltd under or in respect of or in any manner arising out of the execution of the work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

3.6 **FACILITIES TO BE PROVIDED:**

a)Stores: -

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

b) WATER & ELECTRICITY FOR CONSTRUCTION OF WORK & CONTRACTORS STORE/OFFICE:

Refer Para 2.4

c) LAND FOR CONTRACTOR'S , STORES, OFFICES AND WORKSHOP:

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

3.7 **COMPLETION/FINAL CERTIFICATE:-**

On completion of the work the contractor shall be furnished with completion certificate by the Sr. Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until works are taken over and/or duly tested and put to operation as the case may be not until the work shall have been measured by the Sr. Executive Engineer or where the measurement have been taken by the subordinates until they have received the approval of the Sr.

Executive Engineer the said measurement being bind and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning off dirt on or before the date fixed for the completion of the work the Sr. Executive Engineer may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all the expenses so incurred, shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

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

3.9 DEDUCTION OF AMOUNTS DUE TO PSPCL:-

Any excess payment made to the contractor inadvertently or otherwise under this contract on any account what-so-ever and any other sum found to be due to board by the contractor in respect of this contract or any other contracts or work order on any account what-so-ever may be deducted from any sum what-so-ever payable by the board to the contractor either in respect of this contract or any work order of contractor or on any other account by any other office of the Punjab State Power Corporation Limited.

3.10 ACTION WHERE NO SPECIFICATIONS :-

In the case of any clause of work for which there is no such specification mention in the contract, such work shall be carried in accordance with specification as decide by the concerned Engineer-In-charge.

3.11 ACTION ON UNSATISFACTORY PROGRESS:-

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

3.12 DIARY & PROGRESS REPORT:-

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

3.13 DAMAGED WORKS:-

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

3.14 PENALTY FOR DELAY:-

The time allowed for carrying out the work as entered in the contract shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as penalty an amount equal to ½% of the estimated cost of the whole work as shown in the contract for every week, the work remains unfinished after the contract completion period. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated or actual cost of work whichever is higher.

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

If it shall appear to the Engineer In-charge or his subordinate In-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted or otherwise no in accordance with the contract, the contractor shall on demand in writing from the Engineer In-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work as specified in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer In charge in his demand re-execute the work or remove and replace with other material of articles complained of as the case may be at the risk and expense in all respects of the contractor.

3.16 PAYMENTS:-

- a) The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer In-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such works.

- b) A bill shall be submitted by the contractor each month on or before the date fixed by the Sr. Executive Engineer for all work executed on the previous month and Sr. Executive Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of bill, if the contractor does not submit the bill within the time fixed as aforesaid the Sr. Executive Engineer may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Sr. Executive Engineer may prepare a bill from such list which shall be binding on the contractor in all respects.
- c) No payment shall be made for works estimated to cost less than ₹ ten thousand, till after the whole of the works shall have been completed and a certificate of the completion given but the case of works estimated to cost more than ₹ ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Engineer-In-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advanced against the final payment only and not as payments for work actually done and complete and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Engineer-In-Charge under these conditions, or any of them as to the final settlement and adjustments of their accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within 1 month of completion of the work otherwise the Sr. Executive Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

3.17 PAYMENT OF FINAL BILL:-

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

3.18 SIGNING OF RECEIPTS FOR PAYMENTS:-

The Punjab State Power Corporation Limited may refuse or suspend payments on account of work when execution by a firm or by contractor described in their tender as firm unless receipts are signed by all the partners or one of the partners or some other person who produces written authority enabling him to give effectual receipts on behalf of firm.

3.19 ARBITRATION CLAUSE:-

- a) If any question, difference or objection, whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof for the rights, duties or liabilities of either party then save in so far as the decision or any such matter is herein before provided and has been so decided every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the party as the result of such terminations shall be referred, for sole arbitration of the nominee of the Punjab State Power Corporation Limited, who in case of dispute involving an amount exceeding Rs.50,000/- shall give a reasoned award and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred. If the matter is not referred to the arbitration within 180 days of the date of completion of work or payment of the final bill whichever is later all the rights and claims under the contract shall be deemed to have been forfeited and absolutely barred.
- b) Upon every or any such references, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be taxed as between solicitor and the client or as between party and party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/ Punjab State Power Corporation Limited shall be withheld on account of such proceedings.

3.20 DISMANTLED MATERIALS:-

All the dismantled material received on completion of the works shall have to be handed over to the owner and stacked in a manner approved by the Engineer In Store/site without any extra cost to the owner.

3.21 RECESSION OF CONTRACT:-

The contract shall not be assigned or subject without the written consent of the Engineer In-charge and if the contractor assigns or subjects his contract or attempts to do so without consent of the Engineer or by any proceedings is adjudicated as insolvent or makes any composition with creditors for their certify in writing that in his opinion contractor:-

- a) Makes default in commencing the work within a reasonable time from the date of handing over the site and continue in that state after a reasonable notice from Engineer In-charge.
- b) In the opinion of the Engineer In-charge at any time, whether before or after the date or extended date for completion, make default in proceedings with the work with due diligence and continue in that state after a notice of seven days from Engineer In-charge
- c) Fails to comply with any of the terms & conditions of the contract or after 7 days notice in writing with orders properly issued there under.
- d) Fails to complete the work, work order and items of work on individual dates for completion and clears the site on or before the date of completion or fails to achieve the progress as set out in the contract.
- e) If contractor commits breach of any terms/conditions envisaged in the contract.

- f) Any bribe, gratuity, gift, loan, perquisite, records, 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 employment of Punjab State Power Corporation Limited in any way relating to his office or if any such officer or person of Punjab State Power Corporation Limited shall become in any way directly or indirectly interested in the contract.

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

- g) In case the Board intends to fore-close the contract before the completion of the job due to any reason then the Engineer In-charge shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured jointly. Unutilized materials supplied by the Board shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for unutilized material procured by him on the original rate of purchase duly supported by the bills or the market prevailing rate whichever is more. No compensation will be payable for the material/T&P brought to site after the issue of the notice. The contractor shall not be entitled for any other claim whatsoever on this account.

3.22 Priorities & Licenses By Contractor:-

The contractor shall be responsible for making his own arrangement for priorities or licenses for all materials which are not to be supplied by Punjab State Power Corporation Limited. Only recommendatory letter wherever necessary shall be issued on the specific request by the contractor.

3.23 JURISDICTION:-

Jurisdiction for filling any suit in case of any dispute shall be the court at the Headquarters of PSPCL's contract signing authority (i.e. Pathankot).

Sr. Executive Engineer/O&M,
UBDC Hydrel Channel, PSPCL,
Malikpur/Pathankot

SECTION- SECTION –IV: FAIR WAGE CLAUSES AND LABOUR REGULATIONS:-**4.1.0** FAIR WAGES:

- 4.1.1 The contractor shall pay not less than fair wage to labour, if engaged by him on the work. Fair wage means whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Govt. PWD/ Punjab State Power Corporation Limited for district in which the work is done.
- 4.1.2 The contractor shall notwithstanding the provisions of any agreement to the contrary cause to be paid fair wage of laborer indirectly engaged by him on the work in claiming any labour engaged by his contractor in connection with the said work as if the labourers had been directly employed by him.
- 4.1.3 In respect of all directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with Punjab Govt./Contractor's labour regulations made by the Govt. from time to time in regard to payment of wages , wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- 4.1.4 The Sr. Executive Engineer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the losses suffered by a worker or workers by the reasons of non- fulfillment of conditions of the contract from the benefits of the works. No payment of wages or deductions made from him or their wages, which are not justified by the terms of the contractors or for observance of the regularization referred to in clause 1.3 above.
- 4.1.5 Vis-à-vis The Punjab Govt./ Punjab State Power Corporation Limited, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity for his sub-contractor.
- 4.1.6 No labour below the age of 14 years shall be employed on the work.
- 4.1.7 It will be responsibility of the contractor to ensure that trees in the camp site and in the vicinity their fruit etc. are not damaged by his labour, or agent. Cost of such damage, if any, shall be assessed at the discretion of the Sr. Executive Engineer and deducted from the bill of the contractor.

4.2.0 CAMPS & CONVENIENCES:

- 4.2.1 Suitable temporary hutting, accommodations in the opinion of the Sr. Executive Engineer may be necessary, outside the premises of the PSPCL's land. The contractor shall not put up any unauthorized canteens or tea shops on PSPCL property without the knowledge and prior approval of the Sr. Executive Engineer in writing .
- 4.2.2 Trenches, latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical Officer incharge of the area.
- 4.2.3 Clean drinking water to be provided by the contractor.
- 4.2.4 In the event of his failure to provide any or all the above amenities the same shall be provided by the Govt. and the cost recovered from the contractor. Any disputes regarding above points shall be settled by the Sr. Executive Engineer whose decision shall be binding.

4.3.0 MONTHLY RETURN REGARDING WAGES:-

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

4.4.0 CONTRACTOR'S LABOUR REGULATIONS:-**4.4.1** DEFINITIONS:-

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

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

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC.:-

The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible conditions in conspicuous places on the work notice in English and the local Indian Languages spoken by the majority of the workers, giving the particulars of wages and other alike matter as required under regulations.

4.4.3 PAYMENT OF WAGES:-

- a) All wages to be paid directly in Bank A/c of workers & proof of payment shall be submitted to this office.
- b) The contractor shall fix the wage periods in respect of which the wages shall be payable.

- c) No wage period shall exceed one month.
- d) Wages of every workmen employed on the contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
 - e) When the employment of any worker is terminated by or behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - f) All payments of wages shall be made on a working day.
 - g) Wage register and wage card etc.
The contractor shall maintain a wage register of workers, in such form as may be convenient, but the same shall include the following particulars.
 - i) Rate of daily or monthly wages.
 - ii) Nature of work on which employed.
 - iii) Total amount payable for the work during each wage period.
 - iv) Total numbers of days worked during each wage period.
 - v) All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
 - vi) Wages actually paid for each wage period.
 - vii) The contractor shall also maintain a wage card for each worker employed on the work.
 - viii) The authority competent to accept the contract may grant an exemption from the maintenance of wage register and wage cards, to a contractor who in his opinion may not directly or indirectly employ more than one hundred persons on the work.

4.4.4 FINES AND DEDUCTION WHICH MAY BE MADE FROM WAGE:

The wages of a worker shall be paid to him without any deduction of any kind except the following.

- a) Fines.
- b) Deduction for absence from duty i.e. from the place or places whereby the terms of his employment he is required to work. The amount of the deductions shall be in proportion to the period for which he was absent.
- c) Deduction for damages to or loss of goods expressly entrusted to the employed persons for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction which the PWD/PSPCL may from time to time allow.
- e) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing causes against such fines or deductions.
- f) The total number of fines which may be imposed in one wage period on a worker, while not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after expiry of 60 days from the date of which it was imposed.

4.4.5 REGISTER OF FINES ETC.:-

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

4.4.6 PRESERVATION OF REGISTERS:-

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

4.4.7 POWER OF LABOUR WELFARE OFFICE TO MAKE INVESTIGATION OF ENQUIRY:-

Authority of the Punjab Government in their behalf shall have powers to make enquiries with a view of ascertaining and enforcing due and proper observance of the wage clauses and the provision for regulations. He shall investigate into any complaint regarding only fault made by the contractor or by the sub contractor in regard to such provision.

4.4.8 REPORT OF LABOUR WELFARE OFFICER:-

The labour Welfare Officer or any other person authorized aforesaid shall submit a report of the investigation or enquiry to the Sr. Executive Engineer concerned indicating the extent if any, to which the; fault has been committed and the amount of the recoveries in respect of the cost of commission and omission of the laborer, with a note that necessary deduction from the contractor's bill be made and the wages and other deductions paid to the laborers concerned.

4.4.9 APPEAL AGAINST THE REMISSION OF LABOUR WELFARE OFFICER:-

Any person aggrieved by the decision and recommendation of the labour Welfare Officer or their person so authorized may appeal against such decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

4.4.10 INSPECTION OF REGISTERS AND CARDS:-

The contractor shall allow inspecting of the registers and cards to any of his agent at a convenient time and place after due notice is received, or to the labour Welfare Officer or any other Officer authorized by the Punjab Government on its behalf.

4.4.11 SUBMISSION OF RETURNS:-

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

4.4.12 AMENDMENTS:-

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

4.5.0 INTOXICANTS:

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

4.6 EPF Clause (in case of regional labour work only):-

The contractor shall be registered with commissioner EPF and have an EPF A/C No.. Tender will be issued to those contractors who possess EPF license and submit sufficient proof thereof in its support. The contractor shall abide by all the statutory rules regarding provident fund as per EPF Act-1952 as amended to date strictly.

Sr. Executive Engineer/O&M,
UBDC Hydrel Channel, PSPCL,
Malikpur/Pathankot

