

PUNJAB STATE POWER CORPORATION LTD.



OFFICE OF THE: Dy. Chief Engineer /O&M Circle, PSPCL, RSD,
Shahpurkandi-145029

e-tendering website:- <https://eproc.punjab.gov.in>

E-TENDER

TENDER ENQUIRY No. 16/RSD/O&M/2022-23

DATED: 28/03/2023

For

**“Construction of Porches at all entry points of Power house Building at RSD,
Shahpurkandi”**

1. DUE DATES & TIME:

1	Last date for downloading of Specification	02/05/2023 up to 11:00 AM
2	Last Date & Time for Submission of Tender	02/05/2023 up to 11:30 AM
3	Date & time of opening of Bids i.e. Part-I , Part-II & Part-III	03/05/2023 at 03:00 PM
4	Cost of Tender documents	Rs.1180 (including GST)

2. TELEPHONES / CONTACTS :

- I. Dy. Chief Engineer/O&M Circle : 96461-18756
Email- se-shahpur@pspcl.in
- II. Sr.Xen/Tech :96461-25300
(for commercial queries) Email- se-shahpur@pspcl.in
- III. AEE Civil, Sub-Divn. : 96461-25307
(for technical queries) Email- aecivilrsd@gmail.com

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O&M Circle, PSPCL,
RSD, Shahpurkandi.

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CHECKLIST OF DOCUMENTS

It is mandatory for the bidders to submit/upload/fill online the following documents else the bid shall be considered unresponsive:-

PART-I TENDER COST & EMD		
Cost of Specification	Mandatory	Submit via e-payment gateway of GePNIC
EMD / PEMD	Mandatory	Submit via e-payment gateway of GePNIC
PART-II TECHNICAL / COMMERCIAL		
Duly audited annual financial reports or turnover figures for last three years	Mandatory	UPLOAD SCANNED COPIES
Experience of similar work during past 5 years	Mandatory	UPLOAD SCANNED COPIES
Labour License (if applicable) or undertaking (ANNEXURE-V)	if applicable	UPLOAD SCANNED COPIES
Undertaking regarding liaison etc. (ANNEXURE-II)	Mandatory	UPLOAD SCANNED COPIES
Labour & Co-op Societies registration proof (ANNEXURE-III)	if applicable	UPLOAD SCANNED COPIES
Resolution passed of L/C Societies	if applicable	UPLOAD SCANNED COPIES
Affidavit/ self-attested undertaking regarding Non Blacklisting of Firm (ANNEXURE-IV)	Mandatory	UPLOAD SCANNED COPIES
Registration under BOCW (if applicable) or undertaking (ANNEXURE-V)	if applicable	UPLOAD SCANNED COPIES
Schedule Of Commercial / Technical Deviations (ANNEXURE-VI)	Mandatory	UPLOAD SCANNED COPIES
Legally valid Authorization signed by Chairman & other Directors of the firm in case of Limited Companies & by all partners in case of partnership firms authorizing the signatory to sign the tender & deal with PSPCL.	if applicable	UPLOAD SCANNED COPIES
Enlistment, Memorandum & Article of Association for public/ private Ltd firm, Partnership deed for Partnership firms and supporting document for proprietary firm.	Mandatory	UPLOAD SCANNED COPIES
Income tax returns of last three years	Mandatory	UPLOAD SCANNED COPIES
Bank Solvency	Mandatory	UPLOAD SCANNED COPIES
Copy of PAN	Mandatory	UPLOAD SCANNED
Copy of GST	Mandatory	UPLOAD SCANNED
Copy of EPF/ ESI	Mandatory	UPLOAD SCANNED
PART III PRICE BID		
Schedule of quoted prices	Mandatory	FILL ONLINE

GENERAL TERMS AND CONDITIONS

1. On line Tenders in the prescribed form as uploaded on website are hereby invited from the Contractors for the work of Construction of Porches of all Points of Power House Building
2. The tender documents can be downloaded from the website <https://eproc.punjab.gov.in/nicgep/app>. Tenderers are required to submit Rs. 1180/- (Non-Refundable and GST inclusive) as tender fees online (via e-payment gateway of GePNIC) as cost of tender documents. Tenders of the firm which do not submit the cost of tender documents shall not be opened and out rightly rejected.
3. Only e-tendering mode will be acceptable. The e-tender should be submitted through online mode on the website <https://eproc.punjab.gov.in/nicgep/app>
4. The labour & construction societies shall upload the copy of resolution passed by the society authorizing the person to up load the tender.
5. Every tenderer shall produce along with his tender a solvency certificate not more than 12 months old. If he fails to produce such a certificate, his tender may not be considered. Solvency certificate should not be less than 30% of the estimated cost i.e. of Rs. 3.10 Lakhs/-.
6. The bidder, who's tender is accepted, security at the rate of five percent of the cost of the work shall be deducted from every bill.
7. The successful tenderer shall be required to execute a contract agreement in the proforma attached as Annexure-I of these regulations on a non-judicial stamp paper of an appropriate value, within one month of the receipt of the detailed order.
8. The offer shall remain open for acceptance for a period of 120 days from the date of opening of the Tender. The earnest money shall be forfeited if the tenderer withdraws or modifies his offer within the validity period or fails to sign the (Formal Contract) agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. The earnest money will be forfeited and further action will be taken as per norms of PSEB works regulation 1997.
9. On acceptance of the tender, the firm shall arrange the availability of an accredited representative, fully authorized in writing at the site of work to receive instructions of the Engineer-in-charge or his representative to ensure prompt compliance thereof.....
10. The Competent Authority does not bind itself to accept the lowest rate or any tender and reserves to itself, the right of accepting the whole or part of the tender and tenderer shall be bound to perform the same at the quoted rates.
11. Before filing the tender, the site shall be visited by the representative of the firm and satisfy itself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions, stacking of materials, installation of Tools and Plants etc. accommodation and movement of labor, supply of water and power for satisfactory completion of the works contract. No Claim, what so ever, on such account shall be entertained by the department in any circumstances.
12. The tenderer shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.
13. Each tenderer shall submit only one tender, either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
14. Unless otherwise stated the contract shall be for the whole work as described in the "Schedule of items of works". The contractor shall be bound to complete the whole work as described in the schedule of items of works including the additional items if any, as per instructions. The certificate of completion as issued by the Engineer-in-Charge shall be the conclusive proof of completion of work.
15. **PSEB Works Regulation 1997 amended from time to time will be applicable which can be seen at www.pspcl.in website.**

16. In case of difficulties please contact helpline numbers at <https://eproc.punjab.gov.in/nicgep/app>.
17. CSR rates as prevailing on the date of opening of tenders will be applicable automatically. No separate consent of competent authority is required in this regard.
18. The contractor shall himself be responsible for compliance of various provisions of EPF ACT 1952, ESI. All obligations arising on this account shall be his responsibility and the department shall have nothing to do with it.
19. As per Under Secy./IR PSPCL Patiala memo no. 2830/70/IR0539 dated 15/7/2016 contractor or sub contractor must register their labour under labour department as per regulation 7 & 12 of Building and Other Construction Work act 1996.
20. Tenderers will have to comply with all rules & regulations of under factory Act, Industrial Dispute Act, EPF Act, Labour Laws, Bonus Act, Retrenchment Act, Building and other Construction workers (Regulation of Employment and condition of service) Act and Building and other construction workers welfare cess Act etc. as applicable, on his appointment for the above said work.
21. **SUBMISSION OF TENDERS:** Notwithstanding anything contained to the contrary in the specifications of tenders or in subsequent exchange of correspondence, these conditions of contract shall be binding on the contractor and any change or variation expressed or implied, however, made in the said conditions shall not be valid or operated unless expressly approved by the competent authority. The contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of contract herein 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 the instruction 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.

1. The tender must be completed in all respects
2. Only e-Tendering mode will be acceptable.
3. Conditional tenders, telegraphic, through telex, fax tenders, tenders not on prescribed forms or tenders without earnest money in the required shape shall not be accepted.

22. **INSPECTION OF SITE BY THE TENDERERS**

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

1. Whether any existing access to the site is available on the Highway, its suitability for transporting his equipment and extent of maintenance required to keep it into a serviceable condition.
 2. The type and extent of access roads to be provided by the contractor including its maintenance for the transportation of equipment.
 3. 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.
23. Incomplete tender or tenderers not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason.
 24. All letters sent to the contractor by registered post and the address given by him at the time of tendering shall be deemed to have been delivered to him in the natural course of time. To intimate the change in address at any stage, shall be the responsibility of the contractor.
 25. Any increase/decrease in rate of contribution of employer share of EPF, ESI and Bonus notified after the date of opening of tender shall be payable extra/deducted by PSPCL.

26. **LABOUR WELFARE FUND/CESS, EPF AND ESI:**
Labour welfare Cess, EPF & ESI shall be directly deposited by the contractor and proof of same shall be submitted along with bill. The manager of factory i.e RE/RSD shall ensure compliance of statutory laws including registration of labour license (if applicable).
- 26 **TENDER OPENING AND BID EVALUATION:**
I) EVALUATION OF PART-1 (TENDER FEE & EMD): Cost of tender specification shall be checked at the first instance, if found in accordance then EMD submitted by the firm/ co-operative societies shall be checked. Firms/ Co-operative societies which have submitted appropriate tender fee and EMD shall only be considered for further evaluation under Part-II.
II) EVALUATION OF PART II & PART III (COMMERCIAL & TECHNICAL STAGE & PRICE BID): The commercial and technical documents shall be evaluated during the evaluation of Part II and further Price bid of only those bidders will be opened who qualifies in Part II i.e. Technical & commercial bid.
27. **TENDERS TO CONFORM TO SPECIFICATIONS:**
Tender which proposes any alteration in the work specified in the tender specification, or in time allowed for carrying out the work or which contains any other terms and conditions of any sort will be liable to rejection.
28. **RIGHT TO REJECT ALL OR ANY TENDER:**
The officer inviting Tenders/contracting agency/PSPCL reserves the right to reject any or all the tenders/without assigning reasons. He will not be responsible for and will not pay for expenses or losses that may be incurred by tenderer in preparation of the tender.
29. **POST TENDER MODIFICATIONS:**
No modification to the bid shall be made by the bidder after opening of the bids unless specifically requested by PSPCL. The earnest money of any bidder who modifies after opening from PSPCL shall be forfeited without any further reference to the bidder and he shall be liable to further action like suspension of business dealings/ blacklisting.
30. As cement will be supplied free of cost by department. The items in which cement is used the unit item rate of these items excluding cement will be reduced by cost of water @3% on labour rate & cost of cement which shall be determined by quantity of cement consumed at the rate of Rs 333.30/- per bag. This rate of cement includes 10% contractor's profit and 1 % labor cess. Any CSR Amendment in Basic rates of Cement shall be applicable.

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Dy. Chief Engineer
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TENDERING & CONTRACT AGREEMENT

1.1 PRE-QUALIFICATION CRITERIA:

- a. Punjab Govt Labor Welfare notification no. **76/52/79-C.1 (5)/8856 dt. 4.11.19** shall be applicable & hence co-operative societies shall only be considered. In case less than three eligible tenders of L&C Societies are received then only tenders of firms/contractors shall be considered further for opening of price-bid.
- b. The scanned copy of the following documents shall accompany the tenders. If required by the department they can ask for the original copy for verification from the tenderer.
- (i) Proof of Registration of Contractor with PSPCL /PSTCL, Pb. PWD/ B&R, MES, Railway or any other reputed department.
 - (ii) Copy of PAN card, EPF No., ESI Registration, GST registration certificate, Proof of Experience, Affidavit/ self attested undertaking regarding Non Blacklisting of firm, Solvency certificate, Affidavit/ self attested undertaking regarding non defaulter of EPF, GST return of last five years (or as applicable), Registration under building and other construction worker act 1996 under section 7 & 12 (if applicable), Income tax returns of the firm for the latest 3 years, Labour License (if applicable).
 - (iii) In case of Labour and Co-op societies valid registration Proof from cooperative labour and construction societies.
- c. Each bidder in its name should have achieved following mile stones: -
1. Average Annual financial turnover during the last 3 years, ending 31st March of ending previous financial year, should be at least 30% i.e. 3.10 Lakhs /-
 2. Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following:-
 - a. Three similar completed works each costing not less than 4.13 lacs each.
Or
 - b. Two similar completed works each costing not less 5.16 lacs each.
Or
 - c. One similar completed work costing not less than 8.26 lacs each.

Note:- "Similar work" means civil work.

1.2 RATES:

The rates quoted should be inclusive of all levies, taxes including T&P and safety equipments etc. and/or any other prevailing tax levied by State/Central Govt. GST will be deposited by contractor/L&C society to govt. as per prevailing PSPCL rates and its receipt/proof shall be deposited by him to this office.

1.3 GST: (PSPCL GST No. 03AAF5120Q1ZC):

GST as applicable shall be payable extra by PSPCL against documentary proof of having deposited the same. In this regard, firm/contractor will submit GST challan as a proof along with requisite declaration certificates in respect of GST-

- i Certified that we, M/s..... are registered under GST and our registration No. is
- ii The GST challan No..... dated..... has been deposited against the work order No..... dated for the month.....
- iii Certified that the transaction on which the GST has been claimed has been/will be included in the return submitted/ to be submitted to the taxation authority for the assessment of GST and amount claimed from Punjab State Power Corporation Limited has been paid to the Excise & Taxation authorities.
- iv Certified that services on which GST has been charged are not exempted under the State/Central GST act or the rules made there under and charges on account of GST on these services are correct under provisions of relevant act or rules made there under.
- v 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 has been made on account of GST to be paid by us.
- vi This certificate has been rendered against work order No. ... dated placed by for the month.....

- vii The contractor shall supply the attested copy of GST registration certificate. The contractor shall pay GST in time and no penalty charges on any account shall be reimbursed to the contractor. Any extra/ new taxes imposed in respect of tendered work after date of opening of tender shall be payable extra by PSPCL.
- 1.4 The payments against the work done and measured shall be made by after approval of Engineer-In-Charge. The payment shall be released by RE/O&M Division PSPCL Shahpurkandi.
 - 1.5 Labour, T&P, material and supervision staff etc. of the contractor shall be subjected to check by PSPCL security persons.
 - 1.6 Income tax/TDS and labour cess on works contract along with any surcharge will be deducted as applicable from all the payment's released to the contractor.
 - 1.7 The tenderer shall have to make his own arrangement for the restrooms for his labour and stores during the execution of the work to the satisfaction of the Engineer-in-charge.
 - 1.8 **All safety appliances required for the workers shall be provided by the contractor** and the PSPCL shall not be responsible for any accident involving the workmen during work due to lack of safety appliances or negligence of the workers or contractor.
 - 1.9 The work should be carried out to the entire satisfaction of Er. In Charge at site so that the generation is not affected.
 - 1.10 **EARNEST MONEY:**
 1. **The tenderers shall be required to submit earnest money via e-payment gateway on e-tendering portal @2% of tender value rounded off to a multiple of 10 on the higher side subject to minimum of Rs. 5,000/- and maximum of Rs.10,00,000/- except in the case of those tenderers, who are specifically exempted. Proof of submission of earnest money/PEMD made via e-payment gateway on e-tendering portal can be asked anytime so firm must be prepared to provide the same.**
 2. The following shall be exempted from depositing Earnest Money:-
 - (i) Public Sector Undertakings owned by Pb. Govt./Central Govt./Other State Govts. Shall be exempted from depositing earnest money, provided that a certificate of govt. ownership shall be submitted in the envelop for earnest money.
 3. Earnest Money shall be forfeited in case of withdrawal/ modification of an offer within the validity period as required in the NIT/Tender Specification after opening of Tenders.
 4. In case of successful Tenders, Earnest Money shall be converted Security Deposit and shortfall, if any shall be got deposited for faithful execution of Purchase Order/Contract.
 5. In case of tenders not accepted, the earnest money shall be refunded within 30 days of the award of order/contract to successful tenderers.
 6. For co-operative societies EMD shall as per Punjab Govt. Labour Welfare notification 76/52/79-C.1 (5)/8856 dt.04/11/2019.
 - 1.11 **RATES TO INCLUDE EVERYTHING NECESSARY:**
 1. Prices and rates quoted shall include cost of all material charges for labour including all leads and lifts, tools, plants, mobilizing and demobilizing equipment, consumable such as but not limited to fuels, lubricants, electrodes, acetylene etc., fixtures, setting out transport charges, taxes, royalties, octroi for temporary/permanent work 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 everything else necessary (except that specified otherwise) 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.
 2. The unit rate quoted shall take into account details of work 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.
 3. The rates quoted shall be good for all shapes and sizes of members whether or not shown in tender drawings issued along with the specifications.
 4. The rates quoted shall be good for works below or above ground level, irrespective of elevations unless rates are called for, for different elevation.

5. The rates quoted by bidder shall remain unaltered for the use of any type of cement such as Portland Pozzolana or Ordinary Portland etc. supplied by the Board.
 6. The rates quoted by the bidder shall include any straightening of raw steel, coiled steel sheet etc. prior to use on the work.
- 1.12 PRICE VARIATIONS:** Quoted percentage profit (Excess or Less or at par) should remain **FIRM** for the entire duration of Contract.
- 1.13 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.
- 1.14 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.
- 1.15 OCTROI AND OTHER DUTIES:**
All charges on account of octroi, terminal or sale-tax or such other tax and/or other duties on material obtained for the work (excluding materials provided by PSPCL on payment) shall be borne by the contractor.
- 1.16 PLANT & EQUIPMENT:**
 1. The contractor, shall at his own expense supply all tools, plant & equipment (hereinafter referred to as T&P) required for the execution of the contract other than those listed in tender documents/contract agreement which subject to their availability may be hired from PSPCL to the contractor or issued free for use in the execution of the work, as specified in the tender documents.
 2. The details of plant, equipment & machinery available with the tenderer in working order for deployment on the work shall be submitted along with relevant information on the capability, financial resources and experience about himself.
- 1.17 SPLITTING OF WORK:**
 1. The Owner reserves the right to split up the work in the scope of this contract among more than one contractor at the stage of Initial Award of contract for whatsoever reason or during the progress of work due to unsatisfactory progress of work by the contractor. The Owner will not entertain any claim from any contractor as a result of such splitting up. The Owner also reserve 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.
 2. The Owner also reserves, the right to inject labour, T&P & materials at the contractor's cost at any stage of work and also to inject labour in case law and order situation deteriorates in the region due to which Contractor's labour leaves the site or the progress is not commensurate with the committed schedule fixed by the Engineer-In-Charge for achieving target for completion of any activity , or part thereof and recover cost, thereof from bills of the contractor and/or security deposit and the contractor will not have any right to object.
- 1.18 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 as per Annexure I within 30 days of the issue of such intimation failing which acceptance of his tender shall be cancelled and his earnest money will be forfeited.

1.19 All terms and conditions of all sections of work regulations 1997 of PSPCL amended upto date which can be seen at "<https://pspcl.in/Otherlinks/work-regulation.aspx>" shall be applicable.

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Dy. Chief Engineer
O&M Circle, PSPCL,
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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, equipment, supplies, transportation to or from the site, fuel, electricity, temporary works and everything whether of a temporary or permanent nature required for 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 changes in price shall be mutually agreed between the owner and the contractor.

2.2 SUPPLY OF PLANT MATERIAL AND LABOUR:

Except where otherwise specified the contractor shall at his own expenses supply and provided 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 completion and maintenance of works.

2.3 FIRE FIGHTING EQUIPMENT:

Contractor shall provide and maintain adequate portable firefighting 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: Electricity & water shall be provided by the PSPCL to the Contractor.**2.5 SETTING OUT:**

1. 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.
2. Contractor shall provide all facilities instruments T&P articles and attendance to Engineer-In-Charge 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 Engineer-In-Charge 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.
3. 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 SITE FACILITIES BY CONTRACTOR:

The contractor will be required to provide at his own cost all facilities for his office, warehouse, tool room change-room, labour huts or any other building-structure required to execute his work.

2.7 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 mixer, diesel generator, vibrators, welding sets, etc.

2.8 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.

2.9 CONTRACTOR'S STAFF:

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

2.10 PROTECTION OF WORK BY CONTRACTOR:

During inclement weather or rain, contractor shall suspend concreting or such works that are proved to be damaged by such weather 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. Any damage to works shall be made good to the satisfaction of the Engineer by the contractor at his own expense. Should the work be suspended by reason of strikes/riot by contractor's own employees or any other cause whatsoever except the pre-majeure conditions contractor shall take all precautions necessary for protection of works and make good at his own expense any damage arising from any of these causes.

2.11 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 overall interest of the project and its speedy construction and comply with Engineer's instruction in making alternative arrangements at any time for maintaining the work scheduled at no extra cost to PSPCL.

2.12 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, of any share, or interest therein to any other person.

2.13 SUB CONTRACT:

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

2.14 COMPLIANCE TO REGULATIONS AND BYE LAWS:

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

2.15 CONTRACTOR TO REPORT ACCIDENT:

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

2.16 REMOVAL OF CONTRACTOR'S PERSONNEL/WORKMEN:

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

2.17 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.

2.18 NOTICE BEFORE WORK IS COVERED UP:

The Contractor shall give not less than 7 days notice in writing to the Engineer-In-Charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions there of taken before the same is so covered up or placed beyond the reach of measurement any work without the consent in writing of Engineer-In-Charge or his subordinate in-charge of the work and if any work shall be covered up or placed beyond the reach of 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 materials with which the same was executed.

2.19 CONTRACTOR LIABLE FOR DAMAGE DONE:

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

2.20 CONTRACTOR'S SUPERVISION:

The contractor shall either himself supervise the execution of the work or shall appoint at his own expense an Engineer as his accredited agent, approved by the Engineer In charge, if the Contractor does not himself have sufficient knowledge or experience to be capable of receiving instructions or cannot give his full attention to the works. The Contractor 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's agent shall be considered to have the same force as if these had been given to the contractor himself If the contractor fails to appoint a suitable agent as directed by the Engineer in-charge the Engineer in-charge shall have full powers to suspend the execution of 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.

2.21 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 PSPCL's stores in accordance with the contract, plants, tools, appliances, implements, ladders, cordage, tackle fuels, lubricants, gases, 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 Engineer-In-Charge 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 materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement at any time and from time to time of the work or materials. Failing this the same may be provided by the Engineer at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceeding at Law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

2.22 WORK ON SUNDAYS/GAZETTED HOLIDAYS:

No work shall be done on Sundays and gazetted holidays without the sanction in writing of the Engineer-In-Charge.

2.23 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.

2.24 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 thereafter 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 in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditor or purport to do so, or if any application be made any Bankruptcy Act for the time being in force the sequestration of his Estate or if a trust deed be granted by him on behalf of his creditors.

OR

(b) Being a Company, shall pass a resolution or the court shall make an order of the liquidation of its affairs, or a Receiver or Manager on behalf of 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) Make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of inspection of his creditors:
OR
- (d) Assigns, transfers, sub-lets or attempts to assign, transfer of sub-let any portion of the work without the prior approval of the Accepting Officer:
OR
- (e) Suffers an execution being levied on his goods or property and allows it to be continued for a period of 21 days.

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

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

In case the PSPCL completes the work under the provisions of this condition, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and/or labour provided by the PSPCL with an addition of such percentage to cover the 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 or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work actually performed under the contract, unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified after adjusting the amount due from him.

2.25 CHANGE 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.

2.26 TERMINATION OF CONTRACT ON DEATH:

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

2.27 NO COMPENSATION IN ALTERATION/RESTRICTION OF WORK:

If at any time after the execution of the contract agreement the owner shall for any reason whatsoever required the whole or any part of the work as specified in the tender to be stopped for any period or shall not require the whole or part of the work to be carried out at all by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case except as provide hereunder.

The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. he shall not also have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instruction which involve any curtailment of the work as originally contemplated, where however materials have been already purchased as agreed to be purchased by the contractor before receipt by him of said notice ,the contractor shall be paid for such materials at the rate determined by the GM/CE concerned, provided they are not in excess of requirement , and are of approved quality, shall be compensated for the loss, if any that he may be put to in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the GM/CE concerned , whose decision shall be final.

2.28 NO CLAIM FOR IDLE LABOUR AND/OR OVER STAFF:

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

2.29 MEAUREMENTS:

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

2.30 SPECIAL POWER TO DETERMINATION:

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

He shall be paid at contractor rates for the full amount of the work executed including such additional works, eg. clearing of site, etc., as may be rendered necessary by the said foreclosing. He shall be allowed a reasonable payment (as decided by the Accepting Officer) for any expenses sustained on account of labour and materials collected but which could not be utilized on the work, as verified by the Engineer-in-charge. Neither shall the contractor have any claim for compensation on account of any alterations having been made.

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Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi

PERFORMANCE OF THE CONTRACT & 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 on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deduction or sale aforesaid, the contractor shall within 10 days thereafter make good in cash any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof. **The security deposit shall be refunded to the contractor after the expiry of defects liability period, which is six months from the date of issue of completion certificate or payment of final bill 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 & final 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:

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

charge the contractor shall have no claim to compensation for any loss sustained by him reasons of his having purchased or procured any materials or entered into any engagements, made any advance on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any works thereof actually performed by him under the contract unless and until Engineer-In-Charge 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. In any case in which the power conferred by clause referred to above, shall have become exercise able and the same shall not be exercised, the non-exercise thereof shall not constitute a waive of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the 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 engagement, 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 a-foresaid the contractor shall not be entitled to recover or be paid any sum for any works there of actually performed by him under the contract unless and until Engineer-In-Charge 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.

2. In 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 there of shall not constitute a waiver of any of the conditions thereof and such powers shall be exercisable in the event of any future case of default by of the contractor when he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

In the event of the person conferred the power by clause referred to above putting in force by any of the alternative (i) to (iii) above vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools plant, materials & stores, in or upon the work or the site thereof 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 o these not being applicable at current market rates to be certified by the Engineer-In-Charge whose certificate thereof shall be final and conclusive otherwise the Engineer-In-Charge may by 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 requisitions, Engineer-In-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-In-Charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

3.3 COMPLETION PERIOD: Time period for completion of work is 4 months from the issue of the work order or letter to commence the work whichever is later.

3.4 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 0.5% 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.

3.5 EXTENSION OF TIME:

1. If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been 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 grounds for granting extension, allow such extension as he thinks necessary or proper. The decision of the Engineer-in-charge in this regard shall be final and binding.
2. For any delay in work on account of act of omission or commission at the part of PSPCL viz. delay in issue of material, alterations, 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.

3.6 FORCE MAJEURE:

If at any, time during the continuance of the work the performance in whole or in part by either party of any obligation under this contract, shall be prevented or delayed by reasons, of any war, hostility, acts of public enemy, Civil Commotion, sabotage floods, explosion, epidemics, fires or other acts of God, strikes and lockout (hereinafter referred to as eventualities) then, provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence 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 delay in performance and construction of work under this contract shall be resumed as soon as practicable after such eventuality has ceased. Appropriate extension in time of completion shall be granted.

3.7 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 Engineer-In-Charge 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 Engineer-In-Charge whose decision shall be final and binding.
 - (iii) In case any extra ordinary eventuality arises & any additional work / job is got carried out through the contractor only then, the clause 19.02 (iii) under the heading extra items shall be operating / applicable to the extent of extra labour employed/ additional work carried out/ extra material supplied (whichever is applicable) so as to meet with such eventuality.
 - (iv) The Engineer-In-Charge 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 Engineer-In-Charge, 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 Engineer-In-Charge 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.

- (v) The Contractor shall deliver in the office of the Engineer-In-Charge 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.

3.8 COMPLETION/FINAL CERTIFICATE:

On completion of the work the contractor shall be furnished with completion certificate by the Engineer-In-Charge of such completion but no such certificate shall be given nor shall the work be considered to be completed until works are taken over and/or duly tested and put to operation as the case may be nor until the work shall have been measured by the Engineer-In-Charge or where the measurements have been taken by the subordinates until they have received the approval of the Engineer-In-Charge the said measurement being binding and conclusive against the contractor. If the contractor fails to comply with the requirements of this clause as to removal of scaffolding, surplus material and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-In-Charge may at the expense of the contractor, remove such scaffolding, surplus material & rubbish and dispose off 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.

3.9 ALL COMPENSATION/PENALTY PAYABLE TO BE CONSIDERED REASONABLE:

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

3.10 DEDUCTION OF AMOUNTS DUE TO PSPCL:

- (i) Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to PSPCL by the contractor in respect of this contract or any other contracts or work orders or on any account whatsoever, may be deducted from any sum whatsoever payable by the Owner to the contractor either in respect of this contract or any work order or contract or on any other account by any other department of the owners.
- (ii) In case after completion of work and final payment & the contractor it is found on account of General Audit, Technical audit and/or any other reason whatsoever that any amount is recoverable from the contractor it shall be lawful for the Owner to recover the same in any manner specified above.

3.11 ACTION WHERE NO SPECIFICATIONS:

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

3.12 ACTION ON UNSATISFACTORY PROGRESS:

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

3.13 DIARY & PROGRESS REPORT:

- a. A daily diary register will be kept at site office, Contractor will supply all detailed information every day at 9:30 hours for the preceding day and the diary will be jointly signed by Engineer-In-Charge/AEE/AE and contractor's representative everyday in token of its correctness. A work instructions Book serially numbered will also be kept at site office and day- to-day instructions will be given in that Book. Contractor's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them. If the contractor's representative does not actually see 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 work, as is required by the Engineer-In-Charge, for compiling the weekly progress reports. This information shall be supplied at 9:00 hours on every Monday, for the proceeding week.

3.14 DAMAGED WORKS:

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

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 not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work as specified in whole or in part, as the case may require or as the case may be, remove that materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with other material, or articles complained of, as the case may be, at the risk and expense in all respect of the contractor.

3.16 PAYMENTS: 95% payment shall be made after successful completion of work at RSD site with completion certificate to be issued by Engineer incharge/Civil. The payment shall be made by AO, RSD, PSPCL, Shahpurkandi. Balance 5% payment (Security deposit) shall be refunded after the expiry of warranty/defect liability as provided in the contract.

- (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 Engineer-In-Charge for all work s executed in the previous month and Engineer-In-Charge 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 Engineer-In-Charge 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 Engineer-In-Charge 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 rupees ten thousand, till after the whole of the works shall have been completed and a certificate of the completion given. But in the case of works estimated to cost more than rupees ten thousand the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof when approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance 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 power of the Engineer-in-Charge under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in/any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of completion of the work otherwise the Engineer-In-Charge'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 Engineer-In-Charge that the work is done according to drawings and specifications 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 deduction are to be regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alteration for which the contractor has not quoted a rate, the payment shall be regulated as per clause for "extra items".

3.18 SIGNING OF RECEIPTS FOR PAYMENTS:

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

3.19 ARBITRATION CLAUSE:

- i) 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 parties as the result of such termination shall be referred, for sole arbitration of the nominee of the PSPCL, 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 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.
- ii) Upon every or any such reference, 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 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.

- iii) The work under the contract shall be continued during the arbitration proceedings and no payment due or payable by the purchaser/PSPCL shall be withheld on account of such proceedings.

3.20 DISMANTLED MATERIALS:

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

3.21 RECISSION OF CONTRACT

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

- a) Has abandoned the site of work/Contractor.
- b) 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.
- c) 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 proceeding with the work, with due diligence and continue in that state after a notice of seven (7) days from Engineer-in-Charge.
- d) Fails to comply with any of the terms & conditions of the contract or after seven (7) days notice in writing with orders properly issued there under.
- e) 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.
- f) If contractor commits breach of any terms/conditions envisaged in the contract.
- g) Any bribe, gratuity, gift, loan, perquisite, rewards of advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or if any such officer or person of Owner shall become in any way directly or indirectly interested in the contract.

In such case the Owner may, notwithstanding any previous waiver, after giving 10 days' notice in writing to 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 theretofore actually performed under the contract, and further, Owner may enter upon and take possession of the works and all plant, tool, scaffolding, sheds, machinery, etc. and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and work men 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-In-Charge 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, Engineer-In-Charge may sell the same by public auction. The amount so realized, shall be adjusted against, any money due to the Owner by the contractor.

- h) In case the Owner intends to fore-close the contract before the completion of the job due to any reason then the Owner shall serve a 30 days clear notice to the contractor. The work completed upto date of issue of the notice shall be measured jointly. Un-utilized materials supplied by the Owner shall be returned to the store at issue rate including storage charges. The contractor shall be compensated for un-utilized 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 & LICENCES 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 the PSPCL. Only recommendatory letters where necessary shall be issued on the specific request by the contractor.

3.23 JURISDICTION: In case of any dispute, the decision of Dy CE/O&M Circle, RSD, PSPCL, Shahpurkandi shall be final & binding on the contractor. For all disputes, the matter shall be settled within the jurisdiction of courts of Pathankot.

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Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi

FAIR WAGE CLAUSES AND LABOUR REGULATIONS

4.1 FAIR WAGES:

- a. The Contractor shall pay not less than fair wage to labour engaged by him on the work. Fair wage means wage whether for time or piece work notified from time to time for the work and where such wages have not been so notified the wages prescribed by the Punjab Government, PWD/PSPCL for District in which the work is done.
- b. The Contractor shall notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wage of laborers indirectly engaged by him on the work in calming any labor engaged by his contractor in connection with the said work as if the laborers had been directly employed by him.
- c. In respect of all labour directly or indirectly employed on the works for the performance of the Contractor's part of the agreement the Contractor shall comply with or cause to be complied with the Punjab Govt. Contractor's labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wage and other terms of employment of inspection and submission of periodical returns and all other matters of like nature.
- d. The Engineer-In-Charge 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 loss suffered by a worker or workers by reasons of non-fulfillment of conditions of the Contract from the benefits of the works. Non-payment of wages or deductions made from him or their wages which are not justified by the terms of the contractors or for observance of the regulations referred to in clause 4.1.c above.
- e. Vis-à-Vis Punjab Govt. /PSPCL. 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.
- f. No labour below the age of 18 years shall be employed on the work.
- g. It will be the responsibility of the Contractor to ensure that trees in the camp site and in the vicinity, their fruit etc. are not damaged by his labour, or agent. Cost of such damage if any, shall be assessed at the discretion of the Engineer-In-Charge and deducted from the bill of the contractor.

4.2 CAMPS & CONVENIENCES:

- a. Suitable temporary hutting, accommodation as in the opinion of the Engineer-In-Charge 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's property without the knowledge and prior approval of the Engineer-In-Charge in writing.
- b. Trenches, Latrines, bathing enclosures and platform separately for men and women and their regular cleanliness to the satisfaction of the Medical officer in-charge of the area.
- c. Clean drinking water to be provided by the Contractor.
- d. 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 dispute regarding the above points shall be settled by the Engineer-In-Charge whose decision shall be binding.

4.3 MONTHLY RETURN REGARDING WAGES:

The Contractor shall be required to submit to Labour Welfare Officer/Engineer-In-Charge, 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 CONTRACTOR'S LABOUR REGULATIONS:

4.4.1 DEFINITIONS:

In this regulation 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 PSPCL/Public Works Department by the Contractor directly or indirectly through a Sub-Contractor/or other person or any agent on his behalf.
- (b) Contractor shall include every person whether a Sub-Contractor or headman or agent, employing labour on the work taken on contract.
- (c) Wage shall have the same meaning as defined in the Payment of Wages Act, 1936 and includes time and piecework rate wages.

4.4.2 DISPLAY OF NOTICES REGARDING WAGES ETC:

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

4.4.3 PAYMENT OF WAGES:

- a) Wages due to every worker shall be paid to him directly.
- b) All wages be paid in current coins or currency or in both.
- c) The Contractor shall fix the wage periods in respect of which the wages shall be payable.
- d) No wage period shall exceed one month.
- e) Wages of every workmen employed on the Contract shall be paid before expiry of the day after the last day of the wage period in respect of which the wages are payable.
- f) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- g) All payment of wages shall be made on a working day.
- h) 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:-

1. Rate of daily or monthly wages.
2. Nature of work on which employed.
3. Total amount payable for the work during each wage period.
4. Total numbers of days worked during each wage period.
5. All deductions made from the wages with an indication in each case on the ground for which the deduction is made.
6. Wages actually paid for each wage period.
7. The Contractor shall also maintain a wage card for each worker employed on the work.
8. 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 where by 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 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, shall not exceed three percent of the wages payable to him in respect of that wage period.
- g) No fines imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date of which it was imposed.

4.4.5 REGISTER OF FINES ETC:

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

4.4.6 PRESERVATION OF REGISTERS:

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

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

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

4.4.8 REPORT OF LABOUR WELFARE OFFICER:

The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the results of investigation or enquiry to the Engineer-In-Charge 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 omissions of the labourer, with a note that necessary deduction from the contractor's bill be made and the wages and other deduction paid to the labourers 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 workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other officer authorized by the Punjab Government on its behalf.

4.4.11 SUBMISSION OF RETURNS:

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

4.4.12 AMENDMENTS:

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

4.5 INTOXICANTS:

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

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Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi

SCOPE OF WORK AND TECHNICAL TERMS & CONDITIONS

5.1 The scope of the work is as under:-

Construction of Porches of all Points of Power House Building.

a) Main Rolling Shutters front and back 2 nos.

Sr. No.	Description	No.	L	B	H	Quantity
1.	Dismantling reinforced cement concrete CSR: 8.6 (e)					
	Column footing	2x4	1.500	1.500	0.250	4.50 Cum
2.	Earthwork containing gravel (In loose form in non-cohesive binding material) work in excavation with occasionally use of picks exclusive of compensation of earth undressed with combined lead upto 15 Mtr. with % of gravel or kankar exceeding 80 but upto 100%. CSR: 6.5C					
	Column footing	2x4	1.500	1.500	1.110	19.80 Cum
3.	Cement concrete 1:3:6 with stone ballast or shingle CSR: 10.12 (a) (ii)					
	Column footing	2x4	1.200	1.000	0.100	0.96 Cum
4.	Reinforced cement concrete M-20 mechanically batch mixed using batch type conc. Mixer as per IS: 1791 & vibrated by needle vibrator but excluding steel reinforcement, centering & shuttering in foundation & plinth CSR:10.15					
	Column footing	2x4	1.000	0.800	0.500	3.20 Cum
	Column	2x4	0.500	0.300	0.750	0.90 Cum
	Total					4.10 Cum
5.	Reinforced cement concrete M-20 mechanically batch mixed using batch type conc. Mixer as per IS: 1791 & vibrated by needle vibrator but excluding steel reinforcement, centering & shuttering in superstructure CSR:10.20					
	Column	2x4	0.500	0.300	9.050	10.86 Cum
	Tie beams	2x4	2.900	0.300	0.300	2.09 Cum
	Total					12.95 Cum
6.	Cold twisted deformed (ribbed/tor steel bar) bars Fe500 grade as per IS:1786-1985 for RCC works, where not included in the complete rate of RCC including bending & placing in position complete. CSR 18.18					
	Note x vi of chapter 10 of CSR a) @60kg per cum					
	Foundation	1	4.50	-	60	270.00 Kg.
	Note x iv of chapter 10 of CSR					

	a) @100kg per cum					
	Column & beam	1	12.95	-	100	1295.00 kg.
	Total					1565.00 kg.
7.	Centering & shuttering for columns (square or rectangular or polygonal in plain) CSR:9.4					
	Note: iv c of Ch. 9 of CSR					
	Columns @8 sqm per cum	1	14.96	-	8	119.68 Sqm
8.	Centering & shuttering for sides & soffits of beam, beam launchings girders bressumers, lintels. CSR:9.6					
	Note: iv c of Ch. 9 of CSR					
	Beams @8sqm per cum	1	2.09	-	8	16.72 Sqm
9.	Steel work in hip & jack rafters, common rafters, purlins etc. with angel iron cleats & other connecting plates. CSR: 18.2					
	Rafter ISMB 300x140	2x2	3.900	-	44.2	689.52
	Rungs 25mm dia round bars @260c/c	2x36	1.35	-	3.85	374.22
	Anchor bolts 16mm dia at top	4x4x2	0.500	-	1.58	12.64
	Total					1058.70
10.	Supplying, fabrication and erection of framed structures for porches made from hollow steel sections including cutting, framing, welding etc. complete including one coat of metal primer. NSI					
	Purlins Hollow steel sections 25x25x2.6mm					
	Long members	2x4x5	9.550	-	1.69	645.58
	Bracing members straight	2x4x4x33	0.300	-	1.69	535.39
	Bracing members inclined	2x4x2x33	0.210	-	1.69	187.39
	Bracing members cross	2x4x2x32	0.425	-	1.69	367.74
	Base plate to purlins 10mm thick	2x4x2	0.400	0.150	78.5	75.36
	Total					1811.46 kg
11.	Providing & fixing colour coated iron profile sheet 0.50mm thick ISI marked including J hooks, washers etc complete	2	4.000	9.750	-	78.00sqm
12.	Applying priming coat with metal primer on new steel or iron work including preparation of surface. CSR (16.20)					
	Rafters ISMB 300 Ref: Item No. 09	4	3.900	1.465	-	22.85 sqm
	Hollow sections 25x25 mm Ref: Item No. 10	1	1027.28	0.100	-	102.73sqm
	Base plates	2x4x2x2	0.400	0.150	-	1.92 sqm
	Rungs 25mm dia	2x36	0.850	0.079	-	4.83 sqm
	Total					132.33sqm
13.	Painting two or more coats excluding priming coat with ready-mixed paint for metallic surfaces in all shades on steel or iron work. CSR 16.21					
	Quantity same as item 12 above					132.33sqm

14.	Preparation of plastered or concrete surface for painting (including sand papering the surface) using ready –mixed cement based wall putty by applying two or more coats to get required finish. CSR 16.65					
	Column	2x4	9.050	0.5+0.5 +0.3+ 0.3=1.6	-	115.84sqm
	Beams	2x4	2.900	0.3+0.3 +0.3+ 0.3=1.2	-	27.84sqm
	Total					143.68sqm
15.	Finishing walls with premium acrylic smooth exterior paint with silicon additives of required shade with two or more coats applied @1.43 Ltr per 10Sqm. Over & including base coat of water proofing cement paint applied @2.20 kg per 10 sqm. CSR: 16.60					
	Qty. same as Sr. No. 14					143.68 Sqm

b) Service Bay Small Door Porches 2 Nos.

Sr. No.	Description	No.	L	B	H	Quantity
1	Supply fabrication and erection of framed structures for porches made from hollow steel sections including cutting, framing, welding etc. complete including one coat of metal primer. NSI					
	Truss of hollow steel sections 25x25x2.6mm					
	Long members	2x2x4	2.300	-	1.69	62.19kg
	Vertical members	2x4x8	0.300	-	1.69	32.45kg
	Hor. Members	2x4x8	0.300	-	1.69	32.45kg
	Inclined members	2x4x7	0.425	-	1.69	40.22 kg
	Purlins hollow steel sections 40x80x3.20mm	2x3	2.400	-	5.50	79.20 kg
	Cleats angle 50x50x6	2x2x3	0.075	-	4.50	4.05 kg
	Wall plate 6mm thick	2x2	0.600	0.150	47.1	16.96 kg
	Total					267.52 kg
	Providing & fixing colour coated iron profile sheet 0.50mm thick ISI marked including J hooks, washers etc. complete. NSI	2	2.300	2.400	-	11.04 sqm.
	Applying priming coat with metal primer on new steel or iron work including preparation of surface. CSR (16.20)					
	Hollow section 25x50 Ref: Item No. 1	1	99.00	-	0.100	9.90 sqm
	Hollow section 40x80	2x3	2.400	-	0.240	3.46 sqm
	Angle 50x50x6	2x2x3x2	0.075	-	0.200	0.36 sqm
	MS plate 6mm	2x2x2	0.600	0.150	-	0.72 sqm
	Total					14.44 sqm
	Painting two or more coats excluding priming coat with ready mixed paint for metallic surfaces in all shades on steel or iron work. CSR 16.21					
	Quantity same as item No. 3 above					14.44 sqm

c) Reception Room Porch 1 No.

Sr. No.	Description	No.	L	B	H	Quantity
1	Supply fabrication and erection of framed structures for porches made from hollow steel sections including cutting, framing, welding etc. complete including one coat of metal primer. NSI					
	Column of hollow steel sections 25x25x2.6mm					
	Vertical members	2x4	3.350	-	1.69	45.29 kg
	Hor. Members	2x4x12	0.300	-	1.69	48.67 kg
	Cross members	2x4x11	0.425	-	1.69	63.21 kg
	Base plate 10mm thick	2	0.500	0.500	78.5	39.25 kg
	Rafter beam of hollow steel section 25x25x2.6mm					
	Long members	1x4	3.100	-	1.69	20.96 kg
	Hor. Members	2x11	0.300	-	1.69	11.15 kg
	Vertical members	2x11	0.350	-	1.69	13.01 kg
	Cross members	2x10	0.460	-	1.69	15.55 kg
	Purlins of hollow steel sections 25x25x2.6mm					
	Long members	4x5	7.150	-	1.69	241.67 kg
	Bracing members straight	4x4x25	0.300	-	1.69	202.80 kg
	Bracing members inclined	4x4x25	0.210	-	1.69	141.96 kg
	Bracing members cross	4x4x24	0.425	-	1.69	275.81 kg
	Cleats angle 65x65x6	4x2x3	0.075	-	5.3	9.54 kg
	Bearing plate of purlins 6mm thick	4x2	0.500	0.200	47.10	37.68 kg
	Total					1166.55 kg
2	Providing & fixing colour coated iron profile sheet 0.50mm thick ISI marked including J hooks, washers etc. complete. NSI					
	Roof	1	7.150	3.100	-	22.17 sqm
3	Applying priming coat with metal primer on new steel or iron work including preparation of surface. CSR (16.20)					
	Hollow section 25x25	1	639.10	0.100	-	63.91 sqm
	Cleat angle 65x65x6	4x2x3	0.075	0.260	-	0.47 sqm
	Plate 10mm th.	2x2	0.500	0.500	-	1.00 sqm
	Plate 6mm th.	4x2	0.500	0.200	-	0.8 sqm
	Total					66.18 sqm
4	Painting two or more coats excluding priming coat with ready mixed paint for metallic surfaces in all shades on steel or iron work. CSR 16.21					
	Quantity same as item No. 3 above					66.18 sqm

d) Axis wall shutter EL-423m Porch 1 No.

Sr. No.	Description	No.	L	B	H	Quantity
1	Supply fabrication and erection of framed structures for porches made from hollow steel sections including cutting, framing, welding etc. complete including one coat of metal primer. NSI					
	Cantilever truss of hollow steel sections 49.50x49.50x3.6mm					
	Top members	4x1	2.000	-	4.93	39.44 kg
	Bottom members	4x1	2.000	-	4.93	39.44 kg
	Vertical members Av. Length	4x7	0.400	-	4.93	55.22 kg
	Cross members Av. Length	4x6	0.350	-	4.93	41.41 kg
	Wall facing Vert. member ISMC 75x40	4x1	0.800	-	6.8	21.76 kg
	Purlins of hollow steel sections 50x100mm	3	6.750	-	8.59	173.95 kg
	Cleats angle 65x65x6	4x3	0.075	-	5.3	4.77 kg
	Total					375.99 kg
2	Providing & fixing colour coated iron profile sheet 0.50mm thick ISI marked including J hooks, washers etc. complete. NSI					
	Roof	1	6.750	2.000	-	13.500 sqm
3	Applying priming coat with metal primer on new steel or iron work including preparation of surface. CSR (16.20)					
	Hollow section 49.50x49.50x3.6 Ref: Item 1	1	35.60	0.20	-	7.12 sqm
	Hollow section 50x100	3	6.750	0.3	-	6.08 sqm
	ISMC 75x40	4x1	0.800	0.302	-	0.97 sqm
	Angle 65x65x6	4x3	0.075	0.260	-	0.23 sqm
	Total					14.40 sqm
4	Painting two or more coats excluding priming coat with ready mixed paint for metallic surfaces in all shades on steel or iron work. CSR 16.21					
	Quantity same as item No. 3 above					14.40 sqm

NOTE:

- As cement will be supplied free of cost by department. The items in which cement is used the unit item rate of these items excluding cement will be reduced by cost of water @3% on labour rate & cost of cement which shall be determined by quantity of cement consumed at the rate of Rs 333.30/- per bag. This rate of cement includes 10% contractor's profit and 1 % labor cess. Any CSR Amendment in Basic rates of Cement shall be applicable.

5.2 DRAWING / SPECIFICATIONS:

- The various parts of the quantities shall be read in conjunction with the correspondence sanction of PWD specification, tender documents and drawings including amendments and additions if any. All works shall conform to specifications and drawings whether actually specified herein or not and will be carried out as per the directions of the Engineer-in-charge. In case of discrepancy between drawing and specification the drawings shall prevail over the specification.

5.2.2 The work shall be carried out strictly according to Pb. PWD specification / Drawings mentioned in the approved NIT also and subsequently issued and approved by the competent authority during the course of execution of work.

5.2.3 Each tenderer shall give a proof to the entire satisfaction of Engineer-In-Charge concerned that he has in his possession a copy of Pb. PWD Specification (Latest addition) incorporating up to the dates amendments according to which the work is to be executed and this book will be considered to have formed part of the contact agreement. In the absence of any provision not existing in PWD specification, the same shall be followed from relevant I.S.S.

5.3 MATERIAL AND WORKMANSHIP:

5.3.1 The work shall be carried out under the general directions of the Engineer-in-charge and is subjected to inspection by his appointed inspectors and also by other higher Engineer and officers to ensure strict compliance to the terms of the contract. The contractor shall not start the next stage of work unless previous stage is passed by the Asst. Executive Engineer, Asst. Engineer failure of the Engineer-in-charge or his designated representative during the progress of the work, to discover or to reject material or work which are not in accordance with the requirements of this contract shall not deemed as and acceptance thereof or a waiver of defects there in. Similarly payment by the Engineer-in-charge on partial or entire occupancy of the premises shall not be considered to be an acceptance with the requirements of this contact. No changes whatsoever, to any provisions in the specifications shall be made without written authorization from Engineer-in-charge.

5.3.2 Materials bearing ISI mark will only be used on the work. If ISI market materials are not available, materials conforming to relevant ISS shall be used, subject to approval of the Engineer-in-charge. In case ISS on particulars material is not available the best quality of that item available in the market, will be used after its approval from the Engineer-in-charge.

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Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi

CONTRACT AGREEMENT FORM

(To be entered on a non-judicial stamped paper of Rs. _____ only)

This contract Agreement made this _____ day of _____
in the year _____ between PSPCL hereinafter called 'Purchasers and
M/s. _____ having their Regd. Office at
_____ hereinafter called contractor for the supply and delivery/
construction of _____ in accordance with Tender Enquiry
No. _____ Dated _____ and Contractor's proposal
No. _____ Dated _____.

This is in confirmation of the advance acceptances notified in the owner's letter
No. _____ wherein the Owner has accepted the proposal of the contractor for
the delivery/Construction of _____-as per work order
No. _____.

In view of the foregoing, the Purchaser and the contractor have agreed to the scope of
work and the terms and conditions of the order settled between them.

The NIT/ Tender Specification, the Contract's proposal and related correspondence and the
work order acknowledged/accepted by the contractor form part of this agreement.

This agreement contains _____ pages.

In witness whereof the parties here to have affixed their signatures on the day month and
year written as above.

Contractor

Owner

UNDERTAKING OF LIASION

All the tenderers are required to give the following undertakings on their letter head along with the tender documents.

- a) **That they would not pay any commission etc. or engage any commission agent for dealing with PSPCL in any matter including purchase of equipment etc.**
- b) That no officer/official of the PSPCL will deal with any person who claims to be a commission agent or liaison agent of any company and that the officers/officials of the PSPCL must deal only with persons directly employed by the Suppliers.

Date :

Place :

For M/s

Signature
(By its constituted attorney).
Seal.

UNDERTAKING FOR L& C CO OPERATIVE SOCIETIES ONLY

Only L & C Co operative societies are required to give the following undertakings on their letter head along with the tender documents.

a) That we have bank account a/c no. _____ in Central Co-operative bank _____(address).

b) That we shall have no objection if the below mentioned special crossing is made on cheque paid to us against work:

“ Account Payee with the _____(name of bank)_____ central co operative bank ltd”.

Date :
Place :

For M/s

Signature
(By its constituted attorney).
Seal.

AFFIDAVIT/ UNDERTAKING

I, S/o Sh. R/o
H.No.....
....., do hereby solemnly affirm and declare on
oath as under:-

1. That I am permanent resident of above given address.
2. That the firm had not been defaulter in respect of deposition of Service Tax, EPF, ESIC, GST to the concerned department for the workers deployed against work orders placed by PSPCL on it during the last five years. In any case the responsibility for deposition of GST/ Service Tax/EPF/ESIC of the workers engaged by the firm shall lie with the firm only. In case the firm is found defaulter at any stage in this regards the contract shall be cancelled/Terminated without any notice.
3. That nothing is due towards our A/c no. of EPF. The firm has cleared all the EPF dues upto-date.
4. That the firm M/s is not Blacklisted by any Government/Semi Government/Public Sector/PSPCL.
5. That my above given statement is true and correct.

DEPONENT VERIFICATION:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Date:

DEPONENT

UNDERTAKING

I, shall furnish labour license/exemption certificate from labour deptt. as per labour laws before Commencement of work.

I, have furnished/uploaded the registration Certificate of the firm under section 7 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996. (if applicable)

I also undertake that I shall comply with section 12 of the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 by registering all the workers to be engaged for the work as per the act before commencement of the work.(if applicable)

I..... also undertake that I have read all the terms and conditions in DNIT and DNIT is acceptable to me in TOTO.

I also undertake that I shall comply all the labour laws, BOCW act, EPF, ESI and other laws as applicable

(Signature of Contractor
with Seal)

SCHEDULE OF COMMERCIAL / TECHNICAL DEVIATIONS

All deviations from Commercial/Technical Clauses shall be clearly brought out by the tenderer as per the format given hereunder:-
The details shall be exhaustive in all respects.

Sr. No.	Clause No.	Page No. of Technical spec.	Deviations/ Exceptions	Remarks

Certificate that the above listed deviations and exceptions are exhaustive and the contract shall be executed as per the tender specification, excepting for the above deviations and exceptions in the event of placing an order on us.

Date :

Place :

For M/s

Signature
(By its constituted attorney).
Seal.

PRICE BID

Sr. No.	Description	Unit	Qty.	Departmental Unit rate	Amount
1	Dismantling reinforced cement concrete CSR: 8.6 (e)	Cum	4.50	2424.00	10908.00
2	Earthwork containing gravel (In loose form in non-cohesive binding material) work in excavation with occasionally use of picks exclusive of compensation of earth un-dressed with combined lead upto 15 Mtr. with % of gravel or kankar exceeding 80 but upto 100%. CSR: 6.5C	Cum	19.80	233.00	4613.40
3	Cement concrete 1:3:6 with stone ballast or shingle. CSR: 10.12 (a) (ii)	Cum	0.96	2512.71	2412.20
4	Reinforced cement concrete M-20 mechanically batch mixed using batch type conc. Mixer as per IS: 1791 & vibrated by needle vibrator but excluding steel reinforcement, centering & shuttering in foundation & plinth. CSR:10.15	Cum	4.10	2828.82	11598.16
5	Reinforced cement concrete M-20 mechanically batch mixed using batch type conc. Mixer as per IS: 1791 & vibrated by needle vibrator but excluding steel reinforcement, centering & shuttering in superstructure. CSR:10.20	Cum	12.95	3579.07	46348.96
6	Cold twisted deformed (ribbed/ tor steel bar) bars Fe500 grade as per IS 1786-1985 for RCC works, where not included in the complete rate of RCC including bending & placing in position complete. CSR 18.18	Qtl.	15.65	6584.00	103039.60
7	Centering & shuttering for columns (square or rectangular or polygonal in plain) CSR: 9.4	Sqm	119.68	525.00	62832.00
8	Centering & shuttering for sides & soffits of beam, beam launchings girders bressumers, lintels. CSR:9.6	Sqm	16.72	418.00	6988.96
9	Steel work in hip & jack rafters, common rafters, purlins etc. with angel iron cleats & other connecting plates. CSR: 18.2	Qtl.	10.59	6378.00	67543.02
10	Supplying, fabrication and erection of framed structures for porches made from hollow steel sections including cutting, framing, welding etc. complete including one coat of metal primer. NSI	Kg	3621.52	147.50	534174.20
11	Applying priming coat with metal primer on new steel or iron work including preparation of surface. CSR: 16.20	Sqm	227.35	26.00	5911.10
12	Painting two or more coats excluding priming coat with ready-mixed paint for metallic surfaces in all shades on steel or iron work. CSR: 16.21	Sqm	227.35	66.00	15005.10

13	Preparation of plastered or concrete surface for painting (including sand papering the surface) using ready – mixed cement based wall putty by applying two or more coats to get required finish. CSR: 16.65	Sqm	143.68	86.00	12356.48
14	Finishing walls with premium acrylic smooth exterior paint with silicon additives of required shade with two or more coats applied @1.43 Ltr per 10Sqm. Over & including base coat of water proofing cement paint applied @2.20 kg per 10 sqm. CSR: 16.60	Sqm	143.68	105.00	15086.40
15	Providing & fixing colour coated iron profile sheet 0.50mm thick ISI marked including J hooks, washers etc complete. NSI	Sqm	124.71	650.77	81157.53
	Total				979975.11
Note	1) Rate for Sr. no 10 & 15 are inclusive of GST @18%.				
	2) Rate for all items except sr.no 10 & 15 are inclusive of GST@12% as per CSR:2020				
	3) Rate of cement is deducted as per clause no.30 of General Terms & conditions.				
A	Rates after adjusting GST@ 12% to 18% for all items except sr.no 10 & 15.				384177.85
B	Rates for sr.no. 10 & 15 including GST@18%				615331.73
C	A+B = Grand Total (incl GST@18%)				Rs. 999510
D	Contractor's profit in % (Excess/ Less/ at par)				
E	Final Amount (including contractor profit) [C+D]				

NOTE:

- 1) As cement will be supplied free of cost by department. The items in which cement is used the unit item rate of these items excluding cement will be reduced by cost of water @3% on labour rate & cost of cement which shall be determined by quantity of cement consumed at the rate of Rs 333.30/- per bag. This rate of cement includes 10% contractor's profit and 1 % labor cess. Any CSR Amendment in Basic rates of Cement shall be applicable.
- 2) Tenderers should inspect the site and examine and obtain all information required and satisfy himself regarding all matters & 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 extent of maintenance required to keep it into a serviceable condition.
 - (ii) The type and extent of access roads to be provided by the contractor including its maintenance for the transportation of equipment.
 - (iii) The type 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.

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Dy. Chief Engineer
O&M Circle, PSPCL,
RSD, Shahpurkandi