

ਬਠਿੰਡਾ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਟੀ - ਬਠਿੰਡਾ । ਟੈਂਡਰ ਨੋਟਿਸ

ਮੋਹਰਬੰਦ ਨਿਰਧਾਰਤ ਟੈਂਡਰ ਫਾਰਮ ਤੇ ਹੇਠ ਲਿਖੇ ਕੰਮਾਂ ਲਈ ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਦਰ ਤੋਂ ਘੱਟ/ਵੱਧ/ਬਰਾਬਰ ਪ੍ਰਤੀਸ਼ਤ ਅਧਾਰ ਤੇ ਪੁੱਛਾ/ਬੀਡੀਏ/ਪੀ.ਡਬਲਯੂ.ਡੀ.(ਬੀ.ਐੱਡ ਆਰ)/ਸੀ.ਪੀ.ਡਬਲਯੂ. ਨਾਲ ਰਜਿਸਟਰਡ/ਪ੍ਰਵਾਨਿਤ ਠੇਕੇਦਾਰ ਜੋ ਕਿ ਉਚਿਤ ਸ਼੍ਰੇਣੀ ਨਾਲ ਸਬੰਧਤ ਹੋਣ ਤੋਂ ਤੀਹਰੀ ਲਿਫਾਫਾ ਪ੍ਰਣਾਲੀ ਅਧੀਨ ਪ੍ਰਵਾਨਿਤ ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਤੇ ਅਧਾਰਤ ਟੈਂਡਰਾਂ ਦੀ ਮੰਗ ਕੀਤੀ ਜਾਂਦੀ ਹੈ। ਇਹ ਟੈਂਡਰ ਫਾਰਮ/ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਸਿਵਲ-1), ਬੀਡੀਏ-ਬਠਿੰਡਾ ਦੇ ਦਫਤਰ ਤੋਂ 1000/- ਰੁਪਏ (ਕੇਵਲ ਇੱਕ ਹਜ਼ਾਰ ਰੁਪਏ) ਪ੍ਰਤੀ ਟੈਂਡਰ (ਨਾਂ-ਮੋੜਨਯੋਗ) ਦੇ ਹਿਸਾਬ ਨਾਲ ਪ੍ਰਾਪਤ ਕੀਤੇ ਜਾ ਸਕਦੇ ਹਨ। ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਸਮੇਤ ਟੈਂਡਰ ਫਾਰਮ ਬੀਡੀਏ ਦੀ ਵੈਬਸਾਈਟ www.bdabathinda.com ਤੇ ਵੀ ਉਪਲਬਧ ਹਨ । ਜੇ ਡਾਊਨਲੋਡ ਕੀਤੇ ਜਾਂਦੇ ਹਨ ਤਾਂ ਟੈਂਡਰ/ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਦੀ ਲਾਗਤ ਰਕਮ 1000/- (ਕੇਵਲ ਇੱਕ ਹਜ਼ਾਰ ਰੁਪਏ) ਪ੍ਰਤੀ ਟੈਂਡਰ (ਨਾਂ-ਮੋੜਨਯੋਗ) ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਸਿਵਲ-1), ਬੀਡੀਏ-ਬਠਿੰਡਾ ਦੇ ਪੱਖ ਵਿੱਚ ਜਾਰੀ ਡਿਮਾਂਡ ਡਰਾਫਟ ਦੇ ਰੂਪ ਵਿੱਚ, ਯੋਗਤਾ ਮਾਪਦੰਡ ਵਿੱਚ ਦਰਸਾਏ ਅਨੁਸਾਰ, ਬਿਆਨਾਂ ਰਕਮ ਸਮੇਤ ਲਿਫਾਫਾ-1 ਵਿੱਚ ਨੱਥੀ ਕੀਤੇ ਜਾਣ । ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਹੇਠ ਲਿਖੀਆਂ ਮਿਤੀਆਂ ਅਤੇ ਸਮੇਂ ਅਨੁਸਾਰ ਸਬੰਧਤ ਮੰਡਲਾਂ ਵੱਲੋਂ ਵੇਚੇ/ਪ੍ਰਾਪਤ ਕੀਤੇ ਅਤੇ ਹਾਜ਼ਰ ਟੈਂਡਰਕਾਰਾਂ ਜਾਂ ਉਹਨਾਂ ਦੇ ਅਧਿਕਾਰਤ ਪ੍ਰਤੀਨਿਧੀਆਂ ਜੋ ਹਾਜ਼ਰ ਹੋਣਾ ਚਾਹੁਣਗੇ, ਦੀ ਹਾਜ਼ਰੀ ਵਿੱਚ, ਉਸੇ ਸਮੇਂ ਖੋਲ੍ਹੇ ਜਾਣਗੇ ।

ਲੜੀ ਨੰਬਰ	ਕੰਮ ਦਾ ਨਾਂ	ਅੰਦਾਜ਼ਨ ਰਾਸ਼ੀ (ਲੱਖਾਂ ਵਿੱਚ)	ਬਿਆਨਾਂ ਰਕਮ (ਲੱਖਾਂ ਵਿੱਚ)	ਸਮਾਂ ਸੀਮਾ
1	ਸਰਹਿੰਦ ਨਹਿਰ ਦੇ ਨਾਲ-ਨਾਲ ਅਰਬਨ ਅਸਟੇਟ ਫੇਜ਼-4 ਅਤੇ ਫੇਜ਼-5 ਤੱਕ 100 ਫੁੱਟ ਚੌੜੀ ਸੜਕ ਦੀ ਉਸਾਰੀ ਕਰਨਾ । (ਸਿਵਲ ਕੰਮ)	416.00	4.16	6 ਮਹੀਨੇ
2	ਅਰਬਨ ਅਸਟੇਟ ਫੇਜ਼-4 ਅਤੇ ਫੇਜ਼-5 ਦੀਆਂ ਅੰਦਰੂਨੀ ਸੜਕਾਂ ਦੀ ਉਸਾਰੀ ਕਰਨਾ। (ਸਿਵਲ ਕੰਮ)	1250.00	12.50	9 ਮਹੀਨੇ
3	ਅਰਬਨ ਅਸਟੇਟ ਫੇਜ਼-4 ਅਤੇ ਫੇਜ਼-5, ਬਠਿੰਡਾ ਵਿਖੇ ਵਾਟਰ ਸਪਲਾਈ ਸੇਵਾਵਾਂ ਮੁਹੱਈਆ ਕਰਨਾ । (ਜਨ ਸਿਹਤ ਸੇਵਾਵਾਂ)	214.00	2.14	6 ਮਹੀਨੇ
4	ਅਰਬਨ ਅਸਟੇਟ ਫੇਜ਼-4 ਅਤੇ ਫੇਜ਼-5, ਬਠਿੰਡਾ ਵਿਖੇ ਸੀਵਰੇਜ ਸੇਵਾਵਾਂ ਮੁਹੱਈਆ ਕਰਨਾ । (ਜਨ ਸਿਹਤ ਸੇਵਾਵਾਂ)	537.00	5.37	12 ਮਹੀਨੇ
5	ਅਰਬਨ ਅਸਟੇਟ ਫੇਜ਼-4 ਅਤੇ ਫੇਜ਼-5, ਬਠਿੰਡਾ ਵਿਖੇ ਐਲ.ਟੀ. ਸੇਵਾਵਾਂ ਮੁਹੱਈਆ ਕਰਨਾ । (ਬਿਜਲੀ ਸੇਵਾਵਾਂ)	129.00	1.29	9 ਮਹੀਨੇ
6	ਅਰਬਨ ਅਸਟੇਟ ਫੇਜ਼-4 ਅਤੇ ਫੇਜ਼-5, ਬਠਿੰਡਾ ਵਿਖੇ ਐਚ.ਟੀ. ਸੇਵਾਵਾਂ ਮੁਹੱਈਆ ਕਰਨਾ । (ਬਿਜਲੀ ਸੇਵਾਵਾਂ)	134.00	1.34	9 ਮਹੀਨੇ

ਨੋਟ :-	ਲੜੀ ਨੰਬਰ	ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਜਾਰੀ/ ਵੇਚੇ ਜਾਣ ਦੀ ਮਿਤੀ ਤੇ ਸਮਾਂ	ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਪ੍ਰਾਪਤ ਕਰਨ/ ਖੋਲ੍ਹਣ ਦੀ ਮਿਤੀ ਤੇ ਸਮਾਂ
	1 ਤੋਂ 2 ਤੱਕ	ਮਿਤੀ 26-10-2010 1:00 ਵਜੇ (ਬ:ਦ:)	ਮਿਤੀ 26-10-2010 3:00 ਵਜੇ (ਬ:ਦ:)
	3 ਤੋਂ 4 ਤੱਕ	ਮਿਤੀ 27-10-2010 1:00 ਵਜੇ (ਬ:ਦ:)	ਮਿਤੀ 27-10-2010 3:00 ਵਜੇ (ਬ:ਦ:)
	5 ਤੋਂ 6 ਤੱਕ	ਮਿਤੀ 28-10-2010 1:00 ਵਜੇ (ਬ:ਦ:)	ਮਿਤੀ 28-10-2010 3:00 ਵਜੇ (ਬ:ਦ:)

ਸ਼ਰਤਾਂ :-

- ਲੜੀ ਨੰਬਰ 1 ਅਤੇ 2 ਦੇ ਕੰਮ ਲਈ ਬਿਆਨਾਂ ਰਕਮ ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਸਿਵਲ-1) ਬੀਡੀਏ-ਬਠਿੰਡਾ, ਲੜੀ ਨੰਬਰ 3 ਅਤੇ 4 ਦੇ ਕੰਮ ਲਈ ਬਿਆਨਾਂ ਰਕਮ ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਜਸ), ਬੀਡੀਏ-ਬਠਿੰਡਾ ਅਤੇ ਲੜੀ ਨੰਬਰ 5 ਤੋਂ 6 ਦੇ ਕੰਮ ਲਈ ਬਿਆਨਾਂ ਰਕਮ ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਬਿਜਲੀ), ਬੀਡੀਏ-ਬਠਿੰਡਾ ਦੇ ਪੱਖ ਵਿੱਚ ਬਠਿੰਡਾ ਵਿਖੇ ਅਦਾਇਗੀ ਯੋਗ ਕਿਸੇ ਸੂਚੀ ਬੱਧ ਬੈਂਕ ਤੇ ਅਦਾ ਕਰਕੇ ਡਿਮਾਂਡ ਡਰਾਫਟ ਦੀ ਸ਼ਕਲ ਵਿੱਚ ਸਵੀਕਾਰ ਕੀਤੀ ਜਾਵੇਗੀ ।
- ਟੈਂਡਰ ਤਿੰਨ ਵੱਖਰੇ-ਵੱਖਰੇ ਮੋਹਰ ਬੰਦ ਲਿਫਾਫਿਆਂ ਵਿੱਚ (ਪਹਿਲਾ ਲਿਫਾਫਾ ਬਿਆਨਾਂ ਰਕਮ, ਇਨਲਿਸਟਮੈਂਟ, ਟੈਂਡਰ ਦੀ ਕੀਮਤ, ਦੂਜਾ ਲਿਫਾਫਾ ਤਕਨੀਕੀ ਬਿਭ ਅਤੇ ਤੀਜਾ ਲਿਫਾਫਾ ਫਿਨਾਂਸੀਅਲ ਬਿਭ) ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਦੀ ਲੋੜ ਅਨੁਸਾਰ ਜਮ੍ਹਾਂ ਕਰਵਾਏ ਜਾਣਾ ਯਕੀਨੀ ਬਣਾਇਆ ਜਾਵੇ ।
- ਸ਼ਰਤਾਂ ਅਧਾਰਿਤ/ਟੈਲੀਫੋਨਿਕ/ਅਪੂਰੇ ਟੈਂਡਰ ਅਤੇ ਨਿਰਧਾਰਤ ਟੈਂਡਰ ਫਾਰਮ ਤੋਂ ਬਿਨਾਂ ਦਿੱਤੇ ਗਏ ਟੈਂਡਰ ਸਵੀਕਾਰ ਨਹੀਂ ਕੀਤੇ ਜਾਣਗੇ।
- ਨਿਮਨਹਸਤਾਖਰ ਨੂੰ ਇਹ ਅਧਿਕਾਰ ਹਨ ਕਿ ਉਹ ਬਿਨਾਂ ਕਾਰਣ ਦੱਸੇ ਕੋਈ ਟੈਂਡਰ ਜਾਂ ਸਾਰੇ ਟੈਂਡਰ ਰੱਦ ਕਰ ਸਕਦੇ ਹਨ।
- ਪ੍ਰਵਾਨਿਤ ਡੀ.ਐਨ.ਆਈ.ਟੀ. ਅਤੇ ਉਸ ਨਾਲ ਸਬੰਧਤ ਦਸਤਾਵੇਜ਼ ਕਿਸੇ ਵੀ ਕੰਮ ਵਾਲੇ ਦਿਨ ਦਫਤਰੀ ਸਮੇਂ ਦੌਰਾਨ ਸਬੰਧਤ ਮੰਡਲ ਇੰਜੀਨੀਅਰਜ਼, ਬੀਡੀਏ-ਬਠਿੰਡਾ ਦੇ ਦਫਤਰ ਵਿਖੇ ਦੇਖੇ ਜਾ ਸਕਦੇ ਹਨ ।
- ਸਬੰਧਤ ਮੰਡਲਾਂ/ਦਫਤਰਾਂ ਵੱਲੋਂ ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਸਿਰਫ ਉਹਨਾਂ ਹੀ ਠੇਕੇਦਾਰਾਂ/ਅਜੀਸੀਆਂ ਨੂੰ ਜਾਰੀ ਕੀਤੇ ਜਾਣਗੇ ਜੋ ਵੈਲਿਡ ਇਨਲਿਸਟਮੈਂਟ, ਪੈਨ ਨੰਬਰ, ਵੈਟ ਨੰਬਰ ਅਤੇ ਬਿਆਨਾਂ ਰਕਮ ਵਜੋਂ ਬੈਂਕ ਡਰਾਫਟ ਦੀ ਕਾਪੀ ਸਬੂਤ ਵਜੋਂ ਪੇਸ਼ ਕਰਨਗੀਆਂ । ਸਫਲ ਠੇਕੇਦਾਰ/ਅਜੀਸੀ ਨੂੰ ਲੇਬਰ ਐਕਟ 1970 ਅਧੀਨ ਆਪਣੇ ਆਪ ਨੂੰ ਰਜਿਸਟਰਡ ਕਰਵਾਉਣ ਹੋਵੇਗਾ ।
- ਸਰਵਿਸ ਟੈਕਸ ਜੋ ਲਾਗੂ ਹੋਵੇ, ਸਬੰਧਤ ਵਿਭਾਗ ਪਾਸੋਂ ਅਸਲ ਰਸੀਦ/ਚਲਾਨ ਪੇਸ਼ ਕਰਨ ਦੇ ਰਿਇਮਬਰਸ ਕੀਤਾ ਜਾਵੇਗਾ ।

ਚਲਦਾ ਪੰਨਾਂ-2-

- 8 ਏ ਲੜੀ ਨੰਬਰ 1 ਅਤੇ 2 ਦਾ ਟੈਂਡਰ ਫਾਰਮ ਉਸੇ ਫਰਮ/ਠੇਕੇਦਾਰ ਨੂੰ ਜਾਰੀ ਕੀਤਾ ਜਾਵੇਗਾ ਜਿਸਨੇ ਕਿ ਸਬੰਧਤ ਕੰਮ ਵਰਗਾ 80ਪ੍ਰਤੀਸ਼ਤ ਦਾ ਇੱਕ ਕੰਮ, 60ਪ੍ਰਤੀਸ਼ਤ ਦੇ ਦੋ ਕੰਮ ਅਤੇ 50ਪ੍ਰਤੀਸ਼ਤ ਦੇ ਤਿੰਨ ਕੰਮ ਪਿਛਲੇ ਤਿੰਨ ਸਾਲਾਂ ਵਿੱਚ ਮੁਕੰਮਲ ਕੀਤੇ ਹੋਣ ਅਤੇ ਫਰਮ/ਠੇਕੇਦਾਰ ਪਾਸ 20 ਕਿਲੋਮੀਟਰ ਦੇ ਦਾਇਰੇ ਅੰਦਰ ਆਪਣਾ ਹੋਟ ਮਿਕਸ ਪਲਾਂਟ ਅਤੇ ਵੈਟ ਮਿਕਸ ਪਲਾਂਟ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ ਅਤੇ ਉਸ ਫਰਮ/ਠੇਕੇਦਾਰ ਦੀ ਸਲਾਨਾਂ ਟਰਨ ਓਵਰ ਕੰਮ ਨੰਬਰ 1 ਲਈ 10.00 ਕਰੋੜ ਅਤੇ ਕੰਮ ਨੰਬਰ 2 ਲਈ 20.00 ਕਰੋੜ ਅਤੇ ਵਰਕਿੰਗ ਕੈਪੀਟਲ ਡਿਪਾਜ਼ਿਟ ਦਾ 20ਪ੍ਰਤੀਸ਼ਤ ਦਾ ਸਰਟੀਫਿਕੇਟ ਦੇਣਾ ਯਕੀਨੀ ਬਨਾਉਣਾ ਹੋਵੇਗਾ ।
- 8 ਬੀ ਲੜੀ ਨੰਬਰ 3 ਤੋਂ 6 ਦੇ ਕੰਮਾਂ ਲਈ ਟੈਂਡਰ ਦਸਤਾਵੇਜ਼ ਕੇਵਲ ਉਸੇ ਫਰਮ/ਠੇਕੇਦਾਰ ਨੂੰ ਜਾਰੀ ਕੀਤਾ ਜਾਵੇਗਾ ਜਿਸਨੇ ਕਿ ਪਿਛਲੇ ਤਿੰਨ ਸਾਲਾਂ ਵਿੱਚ ਵਾਟਰ ਸਪਲਾਈ ਅਤੇ ਸੀਵਰੇਜ਼/ਬਿਜਲੀ ਦੇ ਘੱਟੋ-ਘੱਟ 50ਪ੍ਰਤੀਸ਼ਤ ਪ੍ਰੋਜੈਕਟ ਕਾਸਟ ਦਾ ਕੰਮ ਕੀਤਾ ਹੋਵੇ ।
- 9 ਠੇਕੇਦਾਰ/ਅਜ਼ੀਮੀ ਜਿਸ ਨੂੰ ਕਿਸੇ ਵੀ ਸਰਕਾਰੀ/ਅਰਧ ਸਰਕਾਰੀ ਬੋਰਡ/ਕਾਰਪੋਰੇਸ਼ਨ ਜਾਂ ਪ੍ਰਾਈਵੇਟ ਅਦਾਰੇ ਵੱਲੋਂ ਪਿਛਲੇ 7 ਸਾਲਾਂ ਦੌਰਾਨ ਬਲੈਕ ਲਿਸਟ ਜਾਂ ਡੀ-ਬਾਰ ਕੀਤਾ ਗਿਆ ਹੋਵੇ ਨੂੰ ਇਹਨਾਂ ਟੈਂਡਰਾਂ ਲਈ ਵਿਚਾਰਿਆ ਨਹੀਂ ਜਾਵੇਗਾ । ਇਸ ਸਬੰਧੀ ਸਬੰਧਤ ਅਜ਼ੀਮੀ/ਠੇਕੇਦਾਰ ਵੱਲੋਂ ਨੋਟਰੀ ਪਬਲਿਕ ਤੋਂ ਤਸਦੀਕਸੁਦਾ ਹਲਫੀਆ ਬਿਆਨ ਲਿਫਾਫਾ ਨੰਬਰ ਦੋ ਵਿੱਚ ਦਿੱਤਾ ਜਾਵੇ ।

ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਸਿਵਲ-1),
ਬੀਡੀਏ-ਬਠਿੰਡਾ ।

ਪਿੱਠ ਅੰਕਣ ਨੰਬਰ ਬੀਡੀਏ-ਮੰ:ਇੰ:(ਸਿਵਲ-1)/ਬਠਿੰਡਾ/2010/.....ਮਿਤੀ.....

ਉਪਰੋਕਤ ਦਾ ਉਤਾਰਾ ਹੇਠ ਲਿਖਿਆਂ ਨੂੰ ਸੂਚਨਾਂ ਅਤੇ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜਿਆ ਜਾਂਦਾ ਹੈ :-

1. ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਬੀਡੀਏ-ਬਠਿੰਡਾ ।
2. ਵਧੀਕ ਮੁੱਖ ਪ੍ਰਸ਼ਾਸਕ, ਬੀਡੀਏ-ਬਠਿੰਡਾ ।
3. ਮੁੱਖ ਇੰਜੀਨੀਅਰ, ਬੀਡੀਏ-ਬਠਿੰਡਾ ।
4. ਨਿਗਰਾਨ ਇੰਜੀਨੀਅਰ, ਬੀਡੀਏ- ਬਠਿੰਡਾ ।
5. ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਜਸ/ਬਿਜਲੀ), ਬੀਡੀਏ-ਬਠਿੰਡਾ ।
6. ਲੇਖਾ ਅਫਸਰ, ਬੀਡੀਏ-ਬਠਿੰਡਾ ।
7. ਸਮੂਹ ਠੇਕੇਦਾਰ (ਲਿਸਟ ਮੁਤਾਬਿਕ) ।
8. ਨੋਟਿਸ ਬੋਰਡ ।

ਮੰਡਲ ਇੰਜੀਨੀਅਰ(ਸਿਵਲ-1),
ਬੀਡੀਏ-ਬਠਿੰਡਾ ।

Stereo B. & R. 29

PRICE : Rs. 1000/- (For works costing more than 5 lacs)
: Rs. 200/- (For works costing less than 5 lacs)

Name of the Contactor _____
Name of the Work _____

PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY

_____ Division
Supdt. _____

Sub Division
(Form F-2)
%/CSR/ITEM RATE TENDER
AND
CONTRACT FOR WORKS

Divi. Acct. _____

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

Where as the contractor has offered to execute the const. of
..... and the Authority has accepted his tendered offer for the execution of afore mentioned works.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

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

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

In presence of
NAME & ADDRESS

1. _____
2. _____

Signature of Contractor (With Stamp)
Address _____

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

NAME & ADDRESS

1. _____
2. _____

Divisional Engineer

**For & on behalf of Pb. Urban
Planning & Development Authority**

ANNEXURE 'A'
PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY

Notice Inviting Tender And Instructions To Tenderes

1. Sealed tenders in the prescribed form No..... are hereby invited on behalf of the PUDA/BDA for the Providing Electrification (H.T Line) in Urban Estate Phase-IV and V, at Bathinda at an estimated cost of Rs. 134/- lacs
2. The tender forms alongwith, "Conditions of Contract" to be fulfilled can be obtained from the office of Divisional Engineer (Elect.), BDA-Bathinda upto 1.00 P.M. on any working day payment of Rs. 1000/- (Non refundable) after furnishing in support to deposit of earnest money.
3. Tender documents duly completed in all respects, signed on each page and placed in sealed cover under double envelop system with the name of work written there upon, will be received in the office of the undersigned upto 3:00 P.M. hrs. on 28-10-2010 and will be opened soon after in the presence of tenderers of their representatives, who may like to be present.
4. The time allowed for/completion o the work will Two Months after the date of issue of acceptance letter to the contractor.
5. The tenders should be %/CSR/ITEM RATES. For items not included in the DNIT but which may have to be executed to ensure completion as per drawing and specifications, the quoted percentage shall also apply to the relevant rates given in the "Common Schedule of Rates" for these items. Only one rate of percentage rate above or below the rates exhibited in the "Schedule of items of work" and the printed "Common Schedule of Rates" shall be quoted.
6. Earnest money amounting to Rs. 1.34 lacs must be furnished in the form of Pay Order/Demand Draft of a Scheduled Bank in the name of the undersigned (by Designation) and enclosed with the tender. Any bid not accompanied with requisite earnest money in acceptable form shall be rejected. Bid shall not be opened without the receipt of Earnest money.
7. The Contractor, whose tender is accepted shall be required to furnish security at the rate of five percentage of the cost of work, by deductions from the running bills; (three percent of the total cost to cover liability of defects and shortcomings and 2 percent of the total cost for the winding up the contract satisfactory). The earnest money if released from the Bank, will be treated as part of the security deposit.
8. The offer shall remain open for acceptance for a period of ninety days from the date of opening of the Tender. The earnest money shall be forfeited if the Tenderer withdraws or modifies his offer within the validity period or fails to sign the (Formal contract) agreement after acceptance of his offer or fails to commence the work within ten days of issue of acceptance letter. After the forfeiture of earnest money, the contract shall be immediately nullified.
9. On acceptance of the tender, the contractor shall either himself remain available at site of work or arrange the availability of an accredited representative, fully authorized in writing, at the site of work to receive the instructions of the Engineer-in-Charge or his representative and to ensure prompt compliance thereof.
10. The undersigned does not bind himself to accept the lowest rate or any tender and reserves to himself, the right of accepting the whole or part of the tender and tenderer shall be bond to perform the same at the quoted rates.
11. Sales Tax or any other tax on the material or the turnover shall be payable by the contractor and the authority will not entertain any claim in this respect.
12. Before filling this tender, the Contractor shall visit the site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the site, nature and extent of the ground, working conditions, stacking of materials, Installations of Tools & Plants etc., accommodation and movement of labour, supply of water and power for satisfactory completion of the works contract. No claim, whatsoever on such accounts shall be entertained by the department in any circumstances.
13. The contractor shall comply with the provisions of Apprentices Act, 1961, Minimum Wages Act, 1948, workmen's compensation Act, 1923, Contract Labour (Regulation and abolition)Act, 1970, Payment of Wages act, 1936 Employees Liability Act, 1938, Maternity Benefits Act, 1961, and the Industrial Dispute Act, 1947 as applicable and the rules and regulations issued thereunder from time to time. Failures to do so shall amount to breach of the contract and the Engineer-in-Charge may at his discretion to terminate the Contract. The contractor shall also be liable for any pecuniary liability arising on account of violation by him of provisions of the Act.
14. The tenderer shall bear all costs associated with the preparation and submission of his tender and the department shall in no case be liable for these costs.
15. Each tenderer shall submit only one tender, against one work either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender, will be disqualified.
16. Unless otherwise stated, the contract shall be for the whole work as described in the "Unit and the drawings". The contractor shall be bound to complete the whole work as described in the Unit or wok and the drawings, Including the additional items, if any, as per drawings and instructions. The certificate of completion as issued by the Engineer-in-Charge shall be the conclusive proof of completion of work.
17. The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender document containing the entries and all corrections or amendments made therein shall be initialed by the person or persons signing the tender. The following documents shall accompany the tender :-
 - i) Deposit at call, Demand Draft for Earnest Money.
 - ii) Income Tax clearance certificate.
 - iii) Partnership deed or Registration certificate of the firm/company as the case may be.

Contractor

Witness

Divisional Engineer

- iv) Copy of registration of contractor of appropriate class.
 - v) Power of Attorney as required under rule for joint venture.
 - vi) List of works executed and/or in progress with agreement cost.
 - vii) List of machinery and list of staff (Technical & Non-Technical).
18. Incomplete tender or tenders not fulfilling any of the conditions specified above, are liable to be rejected without assigning any reason.

%/CSR/ITEM RATE TENDER FOR WORKS (ANNEXURE 'B')

I/We hereby offer to execute for the PUDA/BDA, the work, specified in the under written memorandum within the time specified in such memorandum at CSR/ITEM RATE referred to in para 5 of "Notice Inviting Tender" and annexed hereto and accordance, in all respects, with the specifications, design, drawings and instructions in writing referred to in para 5 in clause 13 of "Conditions of Contract" with such material as are provided for and in all other respects in accordance with such conditions so far as applicable.

Memorandum

- a) General Description _____
- b) Tendered/DNIT Cost Rs. 134/- lacs
- c) Earnest Money Rs. 1.34 lacs
- d) Security Deposit Rs. 5 % of the amount of work.
- e) Percentage, if any, to be deducted from bills 5 percent
- f) Time allowed for completion from the date of issue of acceptance letter to the contractor 9 months.

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

A sum of Rs..... is hereby forwarded in the shape of Deposit at call/Demand Draft Money. I/We agree that the full value of Earnest Money will be forfeited without prejudice to any other right or remedies to the PUDA or his successors in office, should I/We with (i) withdraw or modify my/our offer during the period of validity or (ii) fail to sign the contract agreement after acceptance of the offer or (iii) fail to commence the work within 10 days of the issue of acceptance of my/our offer, otherwise the said Earnest Money shall be retained by him towards security, deposit against clause (d) of the above memorandum.

Dated _____ day of _____ 20_____
 Witness _____
 Address _____

 Telephone _____
 Occupation _____

Signature of the contractor (with stamp)
 Address _____

The above offer is hereby accepted by me on behalf of the PUDA, Patiala.
 Dated _____ day of _____ 20_____

CONDITIONS OF CONTRACT (ANNEXURE 'C')

DEFINITIONS

1. The "Contract" means the documents forming the tendered offer and acceptance thereof constructing a binding contract between the PUDA/BDA and the Contractor. The Tender documents including the Conditions are drawings, design, specifications supplemented with instructions issued from time to time by the Engineer-in-Charge and shall be binding on parties in the stated order of precedence. All these documents taken together with the tendered offer and its acceptance shall be deemed to form the contract and shall be complementary to one another.
 2. The "Common Schedule of Rates" shall mean a printed document containing rates of different items of works pertaining to different branches of P.W.D. i.e. irrigation, B & R (Bids. & Roads Branch) and Public Health Branch and approved by the committee of direction of Chief Engineer of these P.W.D. Branches and the Punjab Government.
 3. "Completed Works" shall mean, the work completed in all respects as per laid down specifications, drawings, approved N.I.T. and to the entire satisfaction of Engineer-in-Charge.
 4. The "Contractor" shall mean the individual or firm or company whether incorporated or not undertaking the work and shall include the legal personal representative or the persons comprising such firm or company or successors of such firm or company as well as the assignees of such individual or firm or company whose tendered offer has been accepted.
 5. The "Completion date" is the date when the Engineer-in-Charge certifies that the work can be put to use, after receipt of an intimation from the contractor regarding its completion.
 6. "Communication" between parties are the written and signed letters, notices, reminders, memoranda and instructions recorded in the instructions book or books kept at site.
 7. "Days and Months" are calendar days and calendar months.
 8. The "Engineer-in-Charge" means the Divisional Engineer, who shall supervise the work and administer the contract with the assistance of his authorized subordinates, who shall be incharge of the work and who shall sign the contract on behalf of the PUDA/BDA.
 9. The "Authority" shall mean the PUDA/BDA.
 10. The "Site" shall mean the land and/or other places on, into or through work is to be executed under the contract or any adjacent land, path or street which may be allowed to be used for the purpose of carrying out the contract.
 11. "Schedule of Material" shall mean the list of materials which are to be issued from the Deptt. Store to the contract for genuine use on the work as per annexure 'E'.
 12. The "Start Date" is the date when contract came into existence upon the issue of "Letter of Acceptance" by the Engineer-in-Charge.
 13. "Schedule of items of work" shall mean the items of work to be executed at site of work pertaining to work allotted to the contractor.
 14. The "Works or wok" shall unless the context otherwise requires man what the contractor is required to execute and handover to the Authority.
- Note: In interpreting these "Conditions of Contract" singular also means plural, male also means female and vice versa.

Clauses of Contract

Clause-1 PERFORMANCE GUARANTEE AND SECURITY

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

- i) A Bank Guarantee of Scheduled Bank in the prescribed format (specimen form attached) in favour of the Divisional Engineer-in-Charge for an amount of 5 percent of the amount of the contract valid upto six months beyond the date of completion (time limit) to cover the amount of liquidated damages and/or the compensation of the breach of contract. No payment for work done of any kind shall be released till such Guarantee is furnished.
- ii) A cash security at five percent of the amount of the contract inclusive of the earnest money initially deposited with the bid cover which can be adjusted towards the cost that may be involved in removal of defects, imperfections, or taking remedial measures in the work, which has been executed to be progressively deducted @ 5% in all payments after affording credit for the initial earnest money. Sixty percent of the security will be refunded after three months of the completion of work as certified by the Engineer-in-Charge, with respect to satisfactory removal of all defects, imperfections, short timings, and taking remedial measures, that may be necessary and after recording of final measurements of work done, for which the certificate of the Engineer-in-Charge would be conclusive.

The remaining amount of security shall be released after the expiry of four months or one rainy season whichever is later from the date of completion of work and after removal of all defects, short-comings and imperfections that may be noticed during this period and after satisfactory winding up of the contract as provided in clause 6A to the entire satisfaction of Engineer-in-Charge.

Clause-2 COMPENSATION FOR DELAY

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

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

Contractor

Witness

Divisional Engineer

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

Clause-3 BREACH OF CONTRACT – LEVY OF DAMAGES

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

- i) If the contractor suspends the execution of the work and inspite of having been given a notice in writing by the Divisional Engineer, fails to resume the work within ten days of the issue of the said notice.
- ii) If the contractor, having been given a notice in writing by the Divisional Engineer-in-Charge fails to rectify, reconstruct or replace any defective work or continues the execution of work in an inefficient, improper, unworkman-like manner or not in accordance with sound Engineering practices or without complying with the directions and requirements within a period of 10 days of the issue of said notice.
- iii) If the contractor being a company shall pass a resolution or a court shall make an order of the effect that the company shall be wound up or if a receiver or a manager on behalf of the creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or manager or to make a winding up order.
- iv) If the contractor, commits any of the acts or defaults mentioned in clause 21 and thereof.

Provided further, that in case action under clause 2 & 3 as aforesaid levy of liquidated damages is also taken, total amount of liquidated damages and compensation for breach of contract under both the clauses shall be limited to 7.5 percent of the amount of the contract or the amount available with the Deptt. including Bank guarantee which ever is less. The requisite amount for which the contractor may become liable shall be realized by encashing the Bank Guarantee furnished by the contractor, as specified in clause 1 above and/or from other amounts due to the contractor/in respect of this work or any work, undertaken for the Government/PUDA/BDA.

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

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

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

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

Clause-5 EXTENSION OF TIME

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

Clause-6 COMPLETION CERTIFICATE

Within ten days of the completion of work, the contractor shall give notice of such completion to the Engineer-in-Charge & within 30 days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect, in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced

Contractor

Witness

Divisional Engineer

rates. However no certificate provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements set up for his labour on the site and cleaned off the surplus materials, rubbish and all huts and sanitary arrangements set up for his labour on the site and cleaned off the dirt from all woodwork, doors and windows, walls, floor or other parts of the building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of execution thereof and not until the works shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirement on this clause as to the removal of scaffolding, surplus material and rubbish, all huts and sanitary arrangements and cleaning off as aforesaid, before the date fixed for the completion of work, the Engineer-in-Charge may, at the expense of the contractor get cleared off such dirt as aforesaid: and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale proceed thereof.

Clause-6A

WINDING UP OF THE CONTRACT

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

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

Clause-7 PAYMENT ON INTERMEDIATE CERTIFICATES REGARDED AS ADVANCES

No payment shall be made for a work estimated to cost less than rupees twenty thousands, till after the whole of the work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees twenty thousand, the contractor shall on submitting a bill thereof be entitled to receive a monthly payment proportionate to the part thereof the time limit than executed to the satisfaction of the Engineer-in-Charge, whose certificate of the sum payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed: and shall not preclude the requiring of bad, unsound, imperfect or unskilled work, to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or any part thereof in any respect of the accruing of any claim nor shall it conclude determine of effect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way, vary or affect the contract. The final bills shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the certificate of the Engineer-in-Charge as regards measurements and the total amount payable for the work shall be final and binding.

Clause-8

BILL TO BE SUBMITTED MONTHLY

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

- i) Measurements and quantities of items of work done since last bill.
- ii) Upto date statement of materials received from the stores showing the recoveries made upto last bill in question, both in terms of quantity and value.
- iii) Copies of quality control test in specified formate covering the work done since last bill.
- iv) Copies of instructions recorded in the site instruction book containing the instructions and compliance made thereof, covering the work done since last bill.

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

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

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

Clause-9

BILL TO BE PRINTED FORM/EXTRA ITEMS

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

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

Clause-10**STORES SUPPLIED BY AUTHORITY**

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

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

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

Clause-10A**SECURED ADVANCE**

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

Clause-10B**MOBILIZATION ADVANCE**

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

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

The material shall not be pledged for obtaining secured advance.

The recovery of mobilization advance and interest thereof shall start when 20% of the work is completed and shall be fully made when 80% of the work stands completed.

Clause-11 WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATION, DRAWING ORDER ETC.

The contractor shall execute the whole and every part of the work in the most-substantial and worm-man-like manner both as regards, materials and labour and otherwise in every respect in strict accordance with the Punjab P.W.DS. specifications latest Edition. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work-signed by the Engineer-in-Charge and lodged in his office and to which the contractor shall be entitled to have access during the office hours, or on the site of work. The contract shall be furnished free of charge one copy of all such drawings and such specifications as are not included in the printed Punjab P.W.D. specifications. He shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the drawings, designs, specifications and instructions as aforesaid.

For ensuring the requisite quality of construction, the material used in works shall be subjected quality control test for materials and workman-ships tests as laid down in Punjab, P.W.D. Specifications as amended from time to time or the relevant standards laid down by the Bureau of Indian Standards/Hand Book of quality control for Construction of Roads and Runaway I.R.C. Latest Edition or instructions issued under the orders of the Punajb, PUDA/BDA by the Engineer-in-Charge and/or in conjunction with the quality control cell. The Contractor shall provide all help and assistance in proceeding with required tests.

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

Clause-11A**REMOVAL OF EMPLOYEES/WORK MEN**

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

Clause-12**ALTERATION IN SPECIFICATION AND DESIGNS**

The Engineer-in-Charge shall have power to make any alterations omission from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing, signed by the Engineer-in-Charge. Such alterations/additions or substitutions shall not invalidate

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the contract and any altered, additional or substituted work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in tender for the main work, the Time of completion of work shall be extended in the proportion that the altered, additional or substituted works, bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. The rates for such additional altered or substituted work shall be determined in accordance with the following provisions in their respective order :-

- i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional stated or sub-stated work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class or work as are specified in the contract for the work.
- iii) If the rates cannot be determined as provided in (i) and (ii) above, then such work shall be paid at the rates entered in common schedule of the rates minus/plus the percentage rate at which the bid has been accepted.
- iv) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i), (ii), (iii) above, then the contractor shall within 7 days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge, of the rate or rates which he intends to charge for such class or work rates on the basis of prevalent market rates and pay the contractor accordingly.

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

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

If at any time after the commencement of the work the authority shall for any reason what-so-ever not require the whole or part thereof, as specified in the contract to be carried out the Engineer-in-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived from the execution of the work in fully, but which he did not drive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the originally specifications, drawings, designs and instructions, which shall involve any curtailment of the work originally contemplated.

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

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

Clause-15 WORK TO BE OPEN TO INSPECTION

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

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

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

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

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

Clause-18 CONTRACTORS TO SUPPLY MATERIALS, PLANT, SCAFFOLDINGS

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

Clause-19**LABOUR LAWS**

The contractor shall comply with all the provisions of minimum wages Act, 1948, Workman's Compensation Act, 1923, Contract labour (Regulation and abolition) Act, 1970 and the rules framed there under, the payment of wages Act, 1936, Employed liability Act, 1938. Maternity benefits Act, 1961. The apprentices Act, 1961 and rules framed there under the Industrial Disputes, 1947. He shall also make satisfactory arrangements for labour huts, protection of health and sanitary arrangement for the workmen employed on the work.

In every case in which by virtue of provisions of the Contract labour (Regulation and Abolition) Act, 1970, and of the contract labour Rules Authority is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works or to incur any expenditure in providing welfare and health amenities required to be provided under the above said act and the rules under the P.W.D. Contractor's labour Regulations or under the rules framed by the Government from time to time for the protection of health and sanitary arrangements for workers employed by P.W.D. Contractor. The authority will recover from the contractor the amount of wages so paid or the expenditure so incurred under without prejudice to the rights of the Government under section 20 Sub-Section (2) and section 21 Subsection (4) of the Contract Labour (Regulation and Abolition) Act, 1970. Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Authority to the contractor whether under this contract or otherwise. Authority shall not be bound to contest any claim made against it under section 20 sub section (1) and section 21. Sub section (4) of the said Act except on the written request of the contractor and upon his giving to the Authority full security for all costs for which the Authority might become liable in contesting such claim.

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

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

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

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

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- final bill to the contractor or from the date a registered notice is sent to the contractor to the effect that his final bill is ready by the Engineer-in-Charge (whose decision in this respect shall be final and binding) whichever is earlier.
- viii) It shall be an essential term of this contract that in order to avoid frivolous claims the party invoking arbitration shall specify the disputes based on facts and calculations stating the amount claimed under each claim and shall furnish a "deposit at call" for ten percent of the amount claim, on a scheduled bank in the name of the Arbitrator, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- ix) The provisions of the Indian Arbitration Act, 1940 or any other statutory enactment thereunder or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- x) The Arbitrator shall award separately giving his award against each claim and dispute and counter claim raised by either party giving reasons for his award. Any lumpsum award shall not be legally enforceable.
- xi) The Independent claim of the party other time the one seeking arbitration as also the counter claims of any party shall be entertained by the Arbitrator.
- xii) The venue of arbitration shall be such place or places as may be fixed by the Arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- xiii) The stamp fee due on the award shall be payable by the party as desired by the Arbitrator and in the event of such party's default, the stamp fee shall be recoverable from any other sum due to such party under this or any other contract.
- xiv) Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following :
- Of the date of completion of the work as certified by the Engineer-in-Charge or
 - Of the date of abandonments of the work or breach of contract under any of its clause, or
 - Of its non-commencement or no resumption of work within 10 days of written notice for commencement or resumption as applicable, or
 - Of the cancellation, termination or withdrawal of the work from the contractor in whole or in part and/or revision or foreclosure of the contract, or
 - Of receiving an intimation from the Engineer-in-Charge that the final payment due or recovery from the contractor have been determined, for the purpose of payment/adjustment whichever is the latest.
- If the matter is not referred or arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.
- xv) No question relating to this contract shall be brought down before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under this contract. The pending of arbitration proceedings shall not desentile the Engineer-in-Charge to terminate the contract and to make alternate arrangement for completion of the works.
- xvi) The arbitrator shall be deemed to have entered on the reference on the day, he issues notices to the parties fixing the first day of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for marking and publishing the award.
- xvii) The expiry of the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

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

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

(b) VARIATION IN CONSUMPTION OF MATERIALS

The variation if any in actual consumption of materials issued by the Authority, when compared with (i) theoretical consumption of cement as per consumption factors given in the Common Schedule of Rates, 1987, (ii) measured quantity as recorded in measurement books for steel and (iii) other materials at the specified rates in the relevant items, shall not exceed five percent of the theoretical/recorded consumption.

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

(c) DETERIORATION/PILFERAGE OF MATERIALS

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

(d) DOOR AND WINDOW FITTINGS

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

Clause-27**LUMP SUM IN ESTIMATE**

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

Clause-28**SPECIFICATIONS**

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

Clause-28A**(a) CONCRETE WORK**

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

(b) CURING OF CEMENT WORK

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

(c) PITS AT SITE PROHIBITED

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

(d) CO-ORDINATION AND OTHER AGENCIES

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

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

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

(b) INCOME TAX

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

(c) SALES AND OTHER TAXES

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

(d) LOCAL LAWS AND LEVIES

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

(e) DAILY PAYMENT IN EMERGENCY

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

Clause-30**VARIATION IN PRICES**

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

Clause-31**(a) TECHNICAL STAFF**

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

- i) One Graduate Engineer having relevant experience of not less than three years for work amounting to more than 50.00 lacs

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- ii) One Graduate Engineer or qualified diploma holder having relevant experience of not less than three years for works amounting to Rs. 50.00 lacs

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

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

(b) CONSULTANTS FOR QUALITY CONTROL

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

(c) PERFORMANCE TEST

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

Clause-32

ACTS OF GOD

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

Clause-33

JURISDICTION

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

Clause-34

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

ANNEXURE 1

(See Clause)

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

(a) For Construction

- | | | | |
|----|----------------------------------|-------|------|
| 1. | Steel shuttering | _____ | Sqm. |
| 2. | Concrete mixer with hopper's | _____ | Nos. |
| 3. | Concrete Vibrators | _____ | Nos. |
| 4. | Pump Sets | _____ | Nos. |
| 5. | G.I. Pipe Line with specials | _____ | mtr. |
| 6. | Flexible pipe line | _____ | mtr. |
| 7. | Theodolite | _____ | No. |
| 8. | Dumpy level with leveling staves | _____ | Nos. |
| 9. | Plane table set | _____ | |

(b) For Field Laboratory

- | | | | |
|-----|---|-------|------|
| 1. | Compression testing machine | _____ | Nos. |
| 2. | Concrete cube mould 150x250x150mm | _____ | Nos. |
| 3. | Slump cones | _____ | No. |
| 4. | Graduated cylinder | _____ | No. |
| 5. | Set of sieves for coarse aggregate
(40,20,10,4,75)mm | _____ | Sets |
| 6. | Set of sieves for fine aggregate (10,4.75,
2.36,1.18mm & 600,300,150 micron.) | _____ | Sets |
| 7. | Weighing scale (Pan type) with weights | _____ | Nos. |
| 8. | Core-cutters for soil with accessories | _____ | Nos. |
| 9. | Electronic Moisture meter for timber | _____ | No. |
| 10. | Latest B.I.S. codes for wood work,
flooring Masonry Marble flooring
concrete work, aggregates and other
important items. | _____ | |

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ANNEXURE-II
Cement Steel Register
Particular Issue

PARTICULAR OF RECEIPT OF												
Date	Qty. Recd.	Source of Receipt with Main store permit/Gate Pass No.	Progress- ive Total	Date	Qty. Issued	Item of Work	Qty. Returned at the end of day	Actual Issue	Daily Balance	J.E.'s Initials	Signature of contractor/ Represent- ative.	Check AE/EE
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.

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SPECIMEN
A FORM OF PERFORMANCE BANK GUARANTEE

TO

Name of Employer

Address of Employer.....

Whereas (Name and Address of Contractor)
(hereinafter called "the contractor" has undertaken, in Pursuance of contract No. dated..... to
execute (Name of contract and brief description of works) called "the contractor".

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

And whereas we have agreed to give the contractor such a Bank Guarantee.

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the
contractor, upto a total amount of guarantee..... (in words)
..... we undertake to pay you, upon your first written demand and without cavil
or argument, any sum or sums within the limits of amount of Guarantee
..... as aforesaid without your needing to prove or to show grounds or reasons for your
demand for the sum specified therein.

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

We further agree that no change or addition to or other modifications of the terms of the term of
contractor before presenting us with the demand.

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank
Address.....
Date.....

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ANNEXURE - D

ITEM NO. 5

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

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

(a) For Excess consumption of material

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

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

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

(b) For short consumption of material

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

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

This variation will not be taken as matter of routine and will have to be properly justified in each case by Engineer-in-Charge, where the work is done on through rate basis, the recovery of costs of materials, thus save shall be made from the Contractor at the issue rate, when the consumption of materials is short by more than the permissible percentage detailed above and the work is being done on through rate basis, the rates of the items shall be reduced or where it is not possible to determine the exact item on which short material has been use the item shall be reduced or where it is not possible to determine the exact item on which short material has been used the cost of the material shall be recovered form the contractor at issue rate upto permissible limits and at penal rates after provided in the contact. When the work is done departmentally or on labour rate and consumption is short by more than the permissible percentage details above the Divisional Engineer shall investigate of the cause of such short consumption and shall bring to the notice of the Superintending Engineer all such case, for such action against defaulting authority officials and contractors as he may deem fit. The decision of the Superintending Engineer in this matter shall be final. It shall be determined whether the stability of structure is affected adversely by short consumption of material and in case where it is felt that it is likely to be so the work shall be rejected. The decision of the Superintending Engineer in this regard shall be final.

(a) For Major Projects involving weigh switching actual variation will be ascertained and fixed by the project authorities.

(b) The cost of work shall be considered as basis on C.S.R. 1987 about any ceiling premium.

Contractor

Witness

Divisional Engineer

ANNEXURE - E

Schedule of Materials

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

Particulars	Rate at which the material will be charged to the contractor		Place Deliver
	Rs.	P.	
1. CEMENT	UNITS Per bag (inclusive empty bag) + 3% storage charges.		
2. STEEL	per M.T. + 3% storage charges.		
3. BITUMEN GRADE	per M.T. + 3% storage charges.		

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

Contractor

Witness

Divisional Engineer

D.N.I.T. For Providing (H.T Line) in Urban Estate Phase VI & V at Bathinda.

Sr.No	Description of item	Qty.	Unit	Rate	Rate in words	Amount
1	S/E of pre-stressed cement concrete pole of given length and planting depth conforming to IS 1678-1978 including erection of the same over a CC 1:3:6 bed 15cm thick having approx. Area of cross section 0.5m ² in the excavated pit. The space around the pole to be filled by means of brick ballast mixed with excavated earth as binder and water as necessary ramming of the same to be done in layers of 20cm complete in all respect as required:- i) Overall length 9Mtr. Planting depth 1.83m top dimensions 105mmx115cm, bottom dimensions 105mm x 315mm, load capacity 200kg and approximate weight 478 Kg.	295	Each	2500.00	Rs. Two thousand & five hundred only	737500.00
2	S/E of stay set consisting of 19/20mm dia 2.40mtr. long GI stay rod duly threaded upto 300mm one end & shaped on the other end having a plate with 20mm dia hole drilled in the centre of the plate GI stay wire size 7/10 SWG, GI thimble for stay, binding, a 11 KV Disc insulator, MS elbow made out of 16mm plain steel & a piece of 50mmx50mmx6mm size 20cm long angle iron made to shape as approved by the E.I.C stay set complete shall be fixed to the pole by providing suitable size full clamps made of 50mmx6mm size MS flat with required no of nuts & bolts 16mm dia on one end & shall be embedded in a pit on the other end. The stay plate shall be covered with CC 1:3:6 having total volume of concrete not less than 1.5cft. the job shall include excavated the pits & back filling & after pouring concrete with excavated soil etc., as approved /desired by the E.I.C.	92	Each	1785.00	Rs. One thousand seven hundred & eighty five only	164220.00
3	Supplying stringing sagging of ACSR conductor of following sizes on poles including binding the same with insulator and making jump ring etc. a) 48mm ² (Raccoon) size 6/4.09mm AI. 1/4 .09mm steel.	8100	Mtr.	50.00	Rs. Fifty only	405000.00
4	S/E of GI wire no 8 SWG (4mm dia) above on pole including binding wire.	675	Kg.	63.86	Rs. Sixty three & paise eighty six only	43106.00
5	S/E of cradle guard suitable for 4 line over head line as required at site.	450	Each	45.50	Rs. Forty five & paise fifty only	20475.00
6	S/E of dead end clamps of di -cast AI. (30mm ² to 65mm ²) for making T. line end terminal including cost of nuts & bolts as approved by the E.I.C.	90	Each	226.00	Rs. Two hundred & twenty six only	20340.00
7	S/E of 11KV Disc insulator conforming to IS specifications. The item includes S/E of nuts & bolts and other accessories what so ever required at site for fixing to the structure of pole .The job is to be completed to the entire satisfaction of the E.I.C.	144	Each	460.00	Rs. Four hundred & sixty only	66240.00
8	S/E of 11KV pin insulator with GI pin conforming to IS specifications. The item includes S/E of nuts & bolts and other accessories what so ever required at site for fixing to the structure of pole .The job is to be completed to the entire satisfaction of the E.I.C.	623	Each.	295.00	Rs. Two hundred & ninety five only	183785.00
9	S/E of 11 KV top hamper of M.S flat 50 x 6mm as per standard drawing this item includes S/E of nut bolts required. This job is to be completed to the entire satisfaction of the E.I.C.	71	Each	168.00	Rs. One hundred & sixty eight only	11928.00

Contractor

Witness

Divisional Engineer

10	S/E of V-shaped cross arm of MS channel 75 x 40mm as per standard drawing. This item includes S/E of half clamp made out of 50 x 6mm MS flat this item also include 1.5mtr. Long angle iron of 65 x 65 x 6mm Ms flat as required for fixing GI wire. This job is to be completed to the entire satisfaction of E.I.C.	71	Each	650.00	Rs. Six hundred & fifty only	46150.00
11	S/E of M.S. sheet danger notice plate at least 2mm thick and vitreous enameled white painted on both sides and with inscriptions in the signal red colors on the front side as required: - (a) Size (142mmx192mm.)	295	Each.	35.70	Rs. Rs. Thirty five & paise seventy only	10532.00
12	S/E of 11KV lightening arrestor confirming to IS specifications The item includes S/E of clamps of required size with nuts & bolts. The job is to be completed to the entire specifications E.I.C.	37	Each.	2170.00	Rs. Two thousand one hundred & seventy only	80290.00
13	S/E of 11KV GO switch confirming to IS specifications .The item includes S/E of operating G.I. pipe & handle arrangement of MS flat 50x6mm and channels 75x40mm .The G.O. switch is fitted with locking arrangement so as it locks up ward in 'ON' position & locks downward in 'OFF" position .The entire GO switch assembly unit should be properly earthed & the job is to be completed to the entire satisfaction of the E.I.C.	37	Each.	7950.00	Rs. Seven thousand nine hundred & fifty only	294150.00
14	S/E of barbed wire having approximate weight 14.3 Kg. weight for 100mtr.confirming to I.S. specification as required & as approved by the E.I.C.	590	Kg.	67.00	Rs. Sixty seven only	39530.00
15	S/E testing of transformers out door type stepdown 11KV/0.433KV ,250 volts 200KVA 3 phase 50HZ full load percentage Impedance 5% with suitable stepping on HV side winding (PLUS minus) 2.5% or 5% with delta star with neutral point solidly grounded and with plain oil gauge indicator ,temperature indicator for oil temperature/winding temperature, breathing device(Silica gel) & of reputed make as approved by the E.I.C. (Kirlos kar, IACL, NGEF RAKSON & AMSON or Voltamp make)	35	Each.	204750.00	Rs. Two lac four thousand seven hundred & fifty only	7166250.00
16	P.V.C. INSULATED UN-ARMoured CABLES (LOOSE IN THE EXISTING TRENCH OR PIPE):- Supply & laying of aluminium conductor PVC insulated PVC sheathed un-armoured cable to be laid loose in the existing trench or pipe:- a) Aluminium conductor PVC insulated PVC sheathed un-armoured cable working voltage 1100 V grade (3½core) 240mm ² . b) Aluminium conductor PVC insulated PVC sheathed un-armoured cable working voltage 1100 V grade (3½core) 150mm ² .	210	Mtr.	857.50	Rs. Eight hundred fifty seven & paise fifty only	180075.00
		420	Mtr.	542.50	Rs. Five hundred forty two & paise fifty only	227850.00

Contractor

Witness

Divisional Engineer

17	EARTHING OF METALLIC CASES ETC:-					
	a) Earthing of sheet metal/iron clad switches and metallic cases etc., with GI stranded wire 7/12 SWG (7/2.80mm) in 20mm dia GI pipe partly recessed & partly on surface complete with 135 cm long 50 mm dia G.I earth pipe with G.I reducing socket (50mmx20mm) including erection of the same 4 mtr below the ground level with necessary charcoal & salt mixture etc upto 9 mtr in length including boring & refilling.	111	Each	1459.50	Rs. One thousand four hundred fifty nine & paise fifty only	162004.00
18	S/E MS earth rod for providing connections upto line earth with GI wire 8 SWG.The rod shall be mad out of 20mm dia plain steel 3 mtr.Long the rod shall be tapered at one end and flattened on the other end.The hole of size 10mm dia shall be drilled on the flattened end to facilitate connections with GI wire and thimbles etc.The rod shall be grouted in ground upto complete length vertically.	24	Each	407.00	Rs. Four hundred & seven only	9768.00
19	S/E of sheet metal/iron clad switches on existing surface with GI bolts & nuts rag bolts & nuts etc, according to the size of holes in the body of the switch including bonding to the existing earth of brands category-A					
	a) Sheet metal iron clad triple pole switch with neutral link 320Amp.415 V.	35	Each	6336.00	Rs. Six thousand three hundred & thirty six only	221760.00
	b) Sheet metal iron clad triple pole switch with neutral link 200Amp.415V.	70	Each.	5160.00	Rs. Five thousand one hundred & sixty only	361200.00
20	S/E of PVC insulated polythene sheathed and PVC insulated, PVC sheathed aluminium conductor single core cable in pipe etc., of suitable size excluding cost of and erection of pipe etc:- a) PVC insulated PVC sheathed aluminium conductor single core cable size 70mm ² (7/3.00mm) 1100 V. grade.	936	Mtr.	150.00	Rs. One hundred & fifty only	140400.00
21	S/E of aluminium thimble for cables of following size (All thimbles required at one cable end) and as required at site and as approved by the E.I.C. a) Single core cable 70mm ² b).3½core cable 240 mm ² c) 3½core cable 150 mm ²	312 100 200	Set Set Set	8.50 138.50 78.25	Rs. Eight & paise fifty only Rs. One hundred thirty eight & paise fifty only Rs. Seventy eight & paise twenty five only	2652.00 13850.00 15650.00
22	S/E of MS channel of the following size including cutting and drilling holes as required :- (a) Size :- 100x50mm/75x40mm	7400	Kg.	61.00	Rs. Sixty one only	451400.00
23	S/E of angle iron of the following size (including cutting ,drilling holes & painting as required).					

Contractor

Witness

Divisional Engineer

	50x50x6mm size complete.	900	Kg	60.50	Rs. Sixty & paise fifty only	54450.00
24	S/E of MS flat of the following size as per site requirement including cutting , shaping drilling holes as required at site as approved by the E.I.C. (a) Size:- 50x6mm/40x6mm	1125	Kg	60.50	Rs. Sixty & paise fifty only	68062.00
25	S/E of MS nuts & bolts of off sizes as required at site and as approved by the E.I.C.	410	Kg.	97.30	Rs. Ninety seven & paise thirty only	39893.00
26	S/E P.G clamps for making arrangement at T-Line end terminal points including cost of nuts and bolts etc.complete in all respect and to the entire satisfaction of the Engineer-in-charge.	350	Each	132.00	Rs. One hundred & thirty two only	46200.00
27	S/E of XLPE 3core cable 35mm sq to be laid loose in the existing trench or pipe etc, as desired & approved by E.I.C a) S/E of 11KV XLPE 3core cable 35mm sq to be laid loose in the existing trench or pipe etc, as desired & approved by E.I.C b) S/E of 11KV XLPE 3core cable 70mm sq to be laid loose in the existing trench or pipe etc, as desired & approved by E.I.C	450	Mtr.	900.00	Rs. Nine hundred only	405000.00
		860	Mtr.	1100.00	Rs. One thousand & one hundred only	946000.00
28	S/E XLPE cable and box out door type for 3 core 35mm ² /70mm ² cable with necessary compound material as required at site as desired & appd. by E.I.C. (Heat Shunk type.)	58	Each.	9225.00	Rs. Nine thousand two hundred & twenty five only	535050.00
29	S/E of G.I Pipe along the pole for protection of under ground cable (upto 3 metre in length:- a) G.I. pipe 80mm dia . b) G.I. pipe 100mm dia .	96	Each	1033.50	Rs. One thousand thirty three & paise fifty only	99216.00
		48	Nos.	1628.25	Rs. One thousand six hundred twenty eight & paise twenty five only	78156.00
				TOTAL		13348132.00

NOTE: - The percentage rate to be quoted abovebelow

TERMS & CONDITIONS:-

- 1) The quantity can be increased or decreased as per requirement at site.
- 2) The contractor should quote the rate in figure as well as in words failure of which the tender is liable to be rejected.

Contractor

Witness

Divisional Engineer

- 3) Conditional tender will not be accepted.
- 4) The validity of the offer will be 90 days.
- 5) No claim on account of fluctuation in price due to war or any other cause will be considered.
- 6) The work shall be executed as per PUDA/ PWD specifications, approved design of P.S.P.C.L and as per Indian Electricity rules.
- 7) Samples of all materials to be used at the work shall have to be got approved from Engineer-In-Charge before their use at site.
- 8) All the cable / wires terminals shall be provided with dovelugs /thimbles duly crimped with proper crimping tools without any extra cost.
- 9) Junction box shall be got approved in writing before the same are installed at site.
- 10) The contractor shall have to purchase the street light fittings and other appliances of make Philips/ Wipro / Crompton/ bajaj or as approved by the E.I.C. either through the authorized distributors / dealers or direct form the manufacturer for which he shall have to produce written proof.
- 11) The contractor shall have to give the installation test certificate of PVC insulated copper conductor cable or multi core cables of any make carrying ISI mark to be used after getting the same approved from the E.I.C. or got tested before dispatch of the cable.
- 12) The fittings shall be got tested; only then the same are accepted for the installation. The contractor shall provide facilities for the testing free of cost at the place of purchase.
- 13) The steel tubular poles shall be got inspected at manufacturer's premises before the same are brought to the site of work.
- 14) The PVC copper wire should have for the ISI specification or as approved by E.I.C.
- 15) All fabrication G.I. pipe brackets should pass through/ fit nicely in readymade approved template before mass production, so as to have the accurate angle of tilt and regular curve.
- 16) All M.S. channel angle iron & flat wherever provided shall to be provided with paint/aluminum paint as my be required and nothing extra shall be paid on this account.
- 17) Stay set shall be completely galvanized except M.S. plate, which is to be covered with C.C. as desired at site.
- 18) All Insulators (Disc,Pin etc.) should be provided as approved by P.S.E.B/P.S.P.C.L or as approved by E.I.C.
- 19) The contractor should have permanent income tax account number. No tender form will be issued without the Permanent Account Number.
- 20) Any item executed beyond DNIT shall be paid as per (CSR+SP)± weightage of tender from DNIT. or as per approval of competent authority.

Contractor

Witness

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21) If the DNIT & Tender documents downloaded by the contractor from the web site are incomplete or changed, the approved DNIT of this office will supercede the same.

22) The executing agency will be responsible for the safe custody of all lines, Transformers, Insulators, cables, fittings & all petty items etc., till such time the lines etc., are completed in all respect and handed over to the P.S.E.B/P.S.P.C.L The work shall be handed over only after completion of entire work in all respects.

This DNIT contains 1 to _____ pages.

Note:-

Being % rate tender the contractor should quote the rate in % below or above the total amount of the tender.

In case there is any increase or decrease in item this % will remain applicable Below/Above % in words.

This DNIT 1 to Pages.

Divisional Engineer(C-1),
BDA-Bathinda.

Contractor

Witness

Divisional Engineer