

**SHIROMANI GURDWARA PARBANDHAK COMMITTEE, AMRITSAR.****Notice inviting item/percentage Tenders,**

Name of Contractor.....

1. Tenders are hereby invited from contractors on the approved list of contractors (Listed overleaf) for the work of.....

Details of the estimate of which are given in paragraph II,

2. Tenders will be received by the Secretary S.G.P.C. at 13-30 hours on the .....2005, and will be opened by him on the same day at the same time in presence of any tenderers or their agents who may like to be present. Tender must be delivered in person by the intending contractor or his agent to the office of Secretary S.G.P.C.

3. Earnest money amounting to Rs.....must accompany each tender and each tender is to be in a sealed cover, superscribed "Tender for the above works" and addressed to the Secretary S.G.P.C. Amritsar.

4. Tenders are to be on the prescribed form (percentage rate tender and contract for work) which can be obtained from the office of Secretary S.G.P.C. Amritsar. The prescribed form contains the conditions of contract to be complied with by person whose tender may be accepted Applicants will be required to pay Rs. 2000/- on each form.

5. Further information can be obtained, and a schedule of the quantity, the detailed it plans and specifications can be seen at the S.G.P.C. Office, between the hours of 11 a.m. and 4 p.m. every day, except Sundays and S.G.P.C. Holidays.

6. Tenders should be made at a percentage above or below the rate in the details of estimate (Paragraph 11 below) and the contractor should state the period in which he agrees to carry out the work.

7. The acceptance of a tender will rest with the Secretary S.G.P.C. Amritsar who does not bind himself to accept the lowest tender, and reserve to himself the authority to reject any or all the tenders received without the assignment of a reason. All tenders on which the above conditions are not fulfilled will be rejected.

8. Each tenderer shall give proof to the entire satisfaction of the Engineer Incharge S.G.P.C. that he has in his possession copy of the Punjab P.W.D. Specifications 1963 edition failling which h:s tender shall be liable to be rejected.

9. The Secretary S.G.P.C. reserves to himself the right of issuing the materials to the contractor as per list enclosed for use on the work at the places and rates noted againts each (Including storage rates when the materials are to be issued from stock.) The contractor shall be held responsible for obtaining from S.G.P.C. all such materials required for the work and for making payment there of by deduction from his bills, at the rate specified regardless of fluctuations in the market rates or in the stock rates of the S.G.P.C.

10. The tenderer shall initial all correction in his tender as regards percentage, time etc. and Non-compliance with this condition will render the tender liable to rejection.

11. The contractor, whose tender is accepted, will be required to execute a contract deed on the prescribed form mentioned in paragraph 4 above and will be required to furnish security for the fulfilment of his contract. The security will consist of deduction of 10% of the gross value of work upto the first one lac rupees & 5% thereafter, from the on account payments to be made for the work done. The earnest money mentioned in paragraph 3 above will be treated as part of the security.

Chief Accountant  
Certified that this N.I.T. Contain pages.

Secretary,  
S.G.P.C. Amritsar.



**SHIROMANI GURDWARA PARBANDHAK COMMITTEE, AMRITSAR.**

(Through its Secretary)

(FORM)

**PERCENTAGE RATE TENDER  
AND  
CONTRACT FOR WORKS**

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**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF  
CONTRACTORS**

1. All work proposed for execution by contract will be notified in a form of invitation to tenderer posted on a board hung up in the office of and signed by the Secretary S.G.P.C.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of security deposit to be deposited by the successful tender and the percentage, if any to be deducted from bills, Copies of the specifications, designs and drawings and Schedule rates and any other documents required in connections with the work, signed for the purpose of indentification by the Architect consultant shall also be open for inspection by the contractor at the office of the S.G.P.C. during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his benefit by a person holding a power-of attorney authorising him to do.

3. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the rates specified in Rule 1 he is willing to undertake the work. Only one rate of percentage more or less on all the Schedule rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. The Secretary S.G.P.C. or his duly authorised Assistant will open tenders in the presence of any intending contractors or their authorized agents who may be present at the time and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest-money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of indentification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

5. The Secretary S.G.P.C. Shall have the right of rejecting all or any of the tenders.

6. The department may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners or one of the partners or some other person produces written authority enabling him to give effectual receipts on behalf of the firm.

7. The receipt of Chief Accountant S.G.P.C. for any money paid by the Contractor will not be considered as any acknowledgement of payment to the S.G.P.C. and the contractor shall be responsible for seeing that he procures it is receipt from S.G.P.C.

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Contractor

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Witness  
Chief Accountant, S.G.P.C.

.....  
Secretary, S.G.P.C.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the S.G.P.C. And their issue rates, shall be filled in and completed in the office of the S.G.P.C. ASR. Before the tender form is issued, if a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

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Contractor

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Witness  
Chief Accountant

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Secretary,  
S.G.P.C. Amritsar,

TENDER FOR WORKS

\*In figures as well as in words.

I  
We hereby tender for the execution for the Secretary S.G.P.C. Amritsar  
Hereafter referred to as S.G.P.C. of the work specified in the under written Memorandum within the time specified in such memorandum at\*

below estimate  
Percent the rates entered in the schedule of rates mentioned in  
above

Rule I and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule I here of and in clause II of the annexed conditions and with such materials as are provided for by, And in all other respects in accordance with such conditions so far as Applicable.

(a) if several subworks are included they should be detailed in a separate list.

MEMORANDUM

- (A) General description
- (b) Estimated-cost..... Rs.....
- (c) Earnest-money..... Rs.....
- (d) Security deposit including earnest-money..... Rs.....
- (e) Percentage, if any, to be deducted from bills..... Rs. (Rupees percent,
- (f) Time allowed for the work from date of Written order to commence..... Months

(b) The deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the cases.

(c) This percentage, where no security deposit is taken will vary from 5 percent to ten percent the requirements of the case, where security deposit is taken see note to Clause 1 of conditions of contract.

Should this tender accepted I  
We hereby agree to abide by and fulfil

all the terms and provisions of the said conditions of contract annexed hereto, so far as applicable or in default thereof to forfeit and pay to the S.G.P.C. or its successors in office the sums of money mentioned in the said conditions. The sum of Rs..... is herewith forwarded /Call Deposit receipt/Demand Draft as earnest money the full value of which is to be absolutely forfeited to the said S.G.P.C. or its successors in the office, without prejudice to any other rights or remedies of the said

\*Give particulars & Numbers.

Strike out (a) if no cash security deposit is to be taken.

S.G.P.C. or its successors in office should fail to commence the work We  
Specified in the above memorandum, the full value of which shall be retained by S.G.P.C. On account of the security deposit specified in clause I (B) of the said conditions of contract.

Strike out (b) if any cash security deposit is taken.

Dated the.....day of.....20

Witness

Address

Occupation

Signature of contractor before submission of tender.

Signature of witness contractor's signature.

The above tender is hereby accepted by me on behalf of the Government,

Dated the.....day of.....20

Signature of the officer by whom accepted.

Contractor

Chief Accountant

Secretary,  
S.G.P.C.

**Security deposit:**

This will be the same percentage as that in the tender at (C)

The amount of this percentage (not exceeding 10 percent) will be fixed in every case to suit requirements e.g. If it is fixed at 8 percent & the security deposit only amounts to 5 percent, of the estimated cost of the work then 3 percent should be deducted from every percentage is fixed at 10 percent & the security deposit only amounts to 8 percent then 4 percent should be deducted and so on.

**Compensation for delay:**

Action when whole of security deposit is forfeited.

**CONDITIONS OF CONTRACT**

person  
Clause 1. The \_\_\_\_\_ whose tender may be accepted (hereinafter called  
Persons

The contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him amount to \_\_\_\_\_ Ten percent 5% for value over Rs. 1 lacs) of all money so payable, such deduction to be held by S.G.P.C. by way of security deposit) All compensation or other sums of money payable by the contractor to S.G.P.C. Under the terms of his contract may be deducted from his security deposit from any sums which may be due or may become due to the contractor by S.G.P.C. on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash any sums which may have been deducted from his security deposit or any part thereof.

Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor or as mentioned in the letter of award. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or which the secretary S.G.P.C. May levy on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole time allowed under the contract has elapsed, before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this conditions he shall be liable to pay as compensation an amount equal to one percent or which the secretary S.G.P.C. may levy on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender. The Chief Technical Advisor S.G.P.C. May on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

Clause 3. In any case in which under any clause or clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalment) the secretary S.G.P.C. Shall have power to adopt any of the following courses, as he may deem best suited to the interests of S.G.P.C.:-

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Contractor

.....  
Chief Accountant

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Secretary,  
S.G.P.C.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the secretary S.G.P.C. shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of S.G.P.C.
- (b) To employ labour paid by the S.G.P.C. And to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work to the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the which would have been paid to the original contractor, if the whole Work, had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money, due to him by S.G.P.C. Under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of the above courses being adopted by the secretary S.G.P.C. the contractor shall have no claim to compensation for any loss sustained by him by reason of his having of work purchased or procured any materials, or entered into any engagements, or made any advances on account of, with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Engineer-in-charge will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 4. In any case in which any of the power conferred upon the Engineer-in-charge by clause 3 hereof shall have become exercisable and the same shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-charge putting in force either of the powers (a) or (c) vested in him under the preceding clause he may if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final, otherwise Engineer-in-charge may by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent, require him to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) ; and in event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractors and at the risk in all respects and the certificate of the Engineer-in-charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under Clause 3.

Power to take possession of or require removal of or sell contractors plant.

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Contractor

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Chief Accountant

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Secretary  
S.G.P.C.





Extension of time.

Clause 5. If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered its execution or any other ground, he shall apply in Writing to the Engineer-in-charge/Secretary S.G.P.C. within 30 days of the date of the hinderance on account of which he desires such extension as aforesaid; and the Technical advisor shall. If in his opinion (which shall be final) reasonable grounds be shown therefor authorise such extension of time, it any, as may, in his opinion, be necessary or proper.

Contractor to submit a return every month for any works claimed as extra.

Clause 5-A. The contractor shall deliver in the office of the Engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and prices mentioned in the contract or in the schedule of rates in force in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at the date thereof of he has or may claim to have against the Engineer-in-charge or in respect of, or in any manner arising out of the execution work, and the contractor shall be deemed to have waived all claims not included in such return and will have not right to enforce any such claims not so included whatsoever be the circumstances.

District rates mean the Punjab P.W.D. Buildings and Roads Branch Rates for that District.

Final Certificate

Clause 6. Without prejudice to the right of S.G.P.C. Under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-charge (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials rubbish and cleaned off the dirt from all woodworks, doors, windows, walls, floors, or other parts of any building in upon or about which the work is to be executed thereof and the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forth with pay amount of all expense 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 thereof.

Payments on intermediate certificates to be regarded as advances

Clause 7. No payments shall be made for works estimated to cost less than rupees Fifty thousand, till after the whole of the works shall have been completed and a certificate of completion given, But in the case of works estimated to cost more than rupees Fifty thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and re-erected or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of Engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Submitted.

Contractor

Chief Accountant

Secretary,  
S.G.P.C.

Clause 8. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous months, and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified; and the claim, as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the Bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure to the measurement list will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be submitted monthly.

Clause 9. The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

Clause 10. If the specification of estimates of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but so no as in any way to control the meaning or affect of this contract; specified in the schedule or memorandum here to annexed the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge, and shall at all times be open to inspection by him. Any such materials unused and in perfectly good conditions at the time of the completion or determination of the contract, shall be returned; to the Engineer-in-charge store, if any, a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Stores supplied by S.G.P.C.

Clause 11. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with specifications. The contractor shall also conform exactly, full 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 at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specifications and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specifications, drawings Orders, etc.

Clause 11. (a) The Engineer-in-charge shall have full powers at all times to object to the employment of any workman, forman or other employee on the work by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man from the works, the contractor shall comply with the request forthwith. No such workman, foreman or other employee after his removal from the work by request of the Engineer-in-charge shall be re-employed or re-instated on the works by the contractor at any time except with the previous approval in writing of the Engineer-in-charge.

Removal of employees, workmen and foreman.

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Contractor

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Chief Accountant

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Secretary,  
S.G.P.C.

The contractor shall not be entitled to demand the reason from the Engineer-in-charge for requiring the removal of any such workman, forman or other employee.

Alteration in specifications and designs.

Do not invalidate Contracts.

Extension of time in consequence of alterations.

Rates for works not in estimate. Or schedule of rates of the district.

No compensation for alteration in or restriction of work to be carried out.

Action and compensation payable in case of bad work.

Clause 12. The Engineer-in-charge shall have power to make any alternations in omissions, from additions to, or substitutions for, the specifications, drawings designs, and instructions, that may appear to him to be necessary or advisable during the progress of the 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 and such alternations, omissions, additions or substitutions shall not invalidate the contract; and any altered additional or substituted work which the contract may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work for which no rates is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the Punjab P.W.D. Subject to the same percentage above or below as for the items included in the contract; and if such class work is not entered in the schedule of rates of the Punjab P.W.D. Then the contractor shall, within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intention to charge for such of work, and if the Engineer-in-charge does not agree to this rate the shall, by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned then and in such case he shall only 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 secretary S.G.P.C. shall be final.

Clause 13. If at any time after the commencement of the work the Government shall for any reason whatsoever, not require the whole thereof as specified in the tender 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 whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full of amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause 14. If it shall appear to the Engineer-in-charge or his subordinate in-charge of the work, that any work has been executed, with unsound imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work, are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work 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 article at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue, and in the case of any such failure the Engineer-in-charge may rectify or remove; and re-execute the work or remove and replace with other, the materials, or articles complained of as the case may be, at the risk and expense in all respect of the contractor.

Contractor

Chief Accountant

Secretary,  
S.G.P.C.



Clause 15. All work under or in course of or executed in pursuance of the contract shall at all times be open to the inspection & supervision of the Engineer-in-charge and his subordinate & the contractor shall times during the usual working hours & at all other times at which reasonable notice of the Engineer-in-charge or his subordinate 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 the contractor's agent shall be considered to have the same force as if they had been given to the contractor him self.

Works to be opened to inspection.

Contractor or responsible Agent to be present.

Notice to be given before work is covered up.

Clause 16. The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured & correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement & shall not cover or place beyond the reach measurement, any work without the consent in writing of the Engineer-in-charge or his subordinate in-charge of the work; & 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 the contractor's expense, or in fault thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfection for 3 months after certificate.

Clause 17. If the contractor or his work-people or servants shall break deface, injure or destory any part of a building in which they may be working or any building, road, fence, enclosure or grass land, 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 whatever or any imperfections become apparent in it within three months after certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen & deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then or at any time thereafter may become, due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor to supply plant ladders, scaffoldings, etc.

Clause 18. The contractor shall supply at his own cost all material (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge stores) plant, tools appliances, implements, ladders, cordage, tackle, scaffoldings & temporary works requisite or proper for the proper executing of the work, whether original, altered substituted & whether included in the specification or other documents forming part of the contract or referred to, in these condition or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to & from the work. The contractor shall also supply without charge the requisite number of person with the means & materials necessary for the purpose of setting out work, & counting weighting & assisting in the measurement or examination at any time & from time to time of the work or materials, Failing his so doing the same may be provide by that Engineer-in-charge at the expenses of the contractor & the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof, out of sufficient portion thereof. The contractor shall also provide all necessary fencing & lights required to protect the public from accident, & shall be bound to bear the expenses of defence of every suit action or other proceedings, at law that may be brought by any person for injury sustained owing to neglect of above precautions, and to pay away damage and costs which may be awarded in any 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.

And be liable for damage arising from non-provision of lights, fencing etc.

Contractor

Chief Accountant  
S.G.P.C. Amritsar,

Secretary,  
S.G.P.C.

Female Labour, Work on Sunday

Contractor liable for payment of compensation to injured workman or, in case of death to his relation.

Work not to be subject.

Contract may be rescinded and security deposit forfeited for defaulting or if contractor becomes insolvent.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

Deductions of amounts due to S.G.P.C. On any accounts whatsoever to be permissible from sums payable to a contractor.

Changes in constitution of firm.

Work to be under direction of Technical Adviser of S.G.P.C.

Claim for payment of an extraordinary nature to be referred to S.G.P.C. for decision.

Clause 19A—No labour below the age of 12 years shall be employed on the work.

Clause 20A—In every case in which by virtue of the provisions of section 12 subsection 2 of the Workmen's Compensation Act 1928, S.G.P.C. is obliged to pay compensation to a workman employed by the contractor; in execution of the works. S.G.P.C. will recover from the contractor the amount of the compensation so paid without prejudice to the right of Government under section 12. Sub section (2), of the said Act. S.G.P.C. 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 S.G.P.C. to the contractor whether under this contract or otherwise.

S.G.P.C. shall not be bound to contest any claim made against it under section 12, subsection (1) of the said act, except on the written request of the contractor & upon his given to S.G.P.C. Full security for all costs for which S.G.P.C. might become liable in consequence of contesting such claim.

Clause 21. The contract shall not be assigned or sublet without the written approval of the Secretary S.G.P.C. And if the contractor shall assign or sublet his contractor or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift loan, prequiste, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become any way derictly or indirectly interested in the contract the Secretary S.G.P.C. May thereupon by notice in writing rescind the contract, & the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of S.G.P.C. & the same consequences shall ensue as if the contractor had been rescinded under clause 3 thereof & in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 22. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of S.G.P.C. With out reference to the actual loss or damage sustained & whether or not any damage shall have been sustained.

Clause 22A— Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatever & any other sum found to be due to S.G.P.C. By the contractor in respect of this contract to any other contract or work order on any account whatever, may be deducted from any sum whatsoever payable by S.G.P.C. To the contractor either in respect of the contract or any work order or contract or any other account by any other department of the S.G.P.C.

Clause 23. In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 24. All work to be executed under the contract shall be executed under the direction & subject to the approval in all respect of the Technical Adviser to the S.G.P.C. For the time being who shall be entitled to direct at what point or points & in what manner they are to be commenced & from time to time carried on.

Clause 25. No claims for payment of an extraordinary nature, such as claim for a bonus, for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a stand still though no fault of the contractor, shall be allowed unless to the extent that the same shall have been expressly sanctioned by the Secretary S.G.P.C. under the signature of one of its assistant secretary on the advice of Chief Technical Adviser S.G.P.C.

Contractor

Chief Accountant

Secretary,  
S.G.P.C.

Clause 25A—If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is hereinbefore provide for and has been so decided, every such matter including whether its decision has been otherwise provided for and/or whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the right & obligations of the parties as the result of such termination shall be referred for arbitration to the Chief Technical Advisor of the S.G.P.C. Within 180 days or 6 months from the date of payment of final bill or from the date a registered notice is given to the contractor that his bill is ready for payment and his decision in writing shall be final and recovery or binding & where the matter involves a claim for the payment or recovery or deduction of money, only the amount, if any, awarded in such arbitration shall be recoverable in respect of the matter so referred, if the matter not referred to the erbitrator within specified period all the right and claim under contract shall be deemed to have been forfeited and absolutely barred.

Arbitration clause.

Clause 26— The contractor shall obtain from the store of the Engineer-in-charge all store and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required there for or in connection therewith, unless, he has obtained permission in writing from the Engineer-in-charge to obtain such store and articles elsewhere. The value of such store and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Store of European or American manufacture to be obtained from S.G.P.C

Clause 26A— any fluctuation in Railway rates which may occur during the subsistence of and affecting freights of any material to be supplied under this contract shall be brought to the notice of the "Engineer-in-charge" by the contractor within fifteen days from such date without prejudice to the rights of S.G.P.C. should the contractor fail to comply with the above requirement any excess or short charge of account of such increase or decrease shall be credited to or recovered from the contractor. No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract, i.e., fluctuation of railway freight on coal required for burning bricks will not be taken into consideration or for an article which forms part of a finished work, for purpose of this clause, Simitary no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place B to form part of a finished work.

Fluctuation in railway freight

Clause 27— When the estimate on which a tender is made includes lump-sum in respect of part of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question the same rates as are payable under this contract for such items, or and 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 the provisions of the clause.

Lump sum estimate.

Clause 28— In the case of any clause of work for which there is no such specification as is mentioned in Rule 3 such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respect in accordance with the instructions, and requirements of Engineer-in-charge.

Action where no specification.

Clause 29— The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Defination of works.

Clause 30— The percentage referred to at page (3) of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Government or direct) of (i) the items of work to which the rates in the tender apply and also (ii) the items of work for which rates exist in the Schedule of rates of the district.

Clause 31— the terms and conditions of agreement have been explained to  $\frac{me}{us}$  and  $\frac{I}{we}$  clearly understand them.

Contractor

witness  
Chief Accountant

Secretary,  
S.G.P.C. Amritsar,

**Schedule showing (approximately) materials to be supplied from the S.G.P.C. Store for work contracted to be executed and the rates at which they are to be charge for.**

Particulars	Rates at which the material will be charged to the contractor			Place of delivery
<b>The following material shall be issued from S.G.P.C. Stores at Amritsar at the rates noted against each Item plus 3% storage charges</b>				
	Units	Rs.	P.	
1. Cement including cost of bag.	Per Bag			
1. Mild Steel bars of all size.	Per M.T			
1. Tor Steel bars of all sizes.	Per M.T			
1. Structural Steel.	Per M.T			

**NOTE : The person or firm submitting the tender should see that the rates in the above schedule is filed up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.**

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Contractor

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Witness  
Chief Accountant

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Secretary,  
S.G.P.C. Amritsar,



## FAIR WAGE CLAUSE

(a) The contractor shall pay not less than fair wage to labourers by him on the work  
Explanation :- 'Fair wage' means wage whether for the time or piece-work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wage prescribed by the public Works Department Building and Road Branch Punjab for the district in which the work is done.

(b) The contractor shall notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.

(c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the Punjab (1) public Works Department Contractor's Labour Regulations made by Govt. From time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wages slips, publication of wages and other terms of employment; inspection and submission of periodical returns and all other matters of a like nature.

(d) The Secretary S.G.P.C. Concerned shall have the right to deduct from the moneys due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for benefit of the workers non-payment of wages or deduction made from his or their wages which are not justified by the terms of the contract or of non observance of the regulation referred to in clause (c) above.

(e) Vis-a-vis the Punjab Government the contractor shall be primarily liable for all payments to be made under, and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The regulation aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

### PUNJAB (1) PUBLIC WORKS DEPARTMENT CONTRACTOR'S LABOUR REGULATIONS

1. Short title :- These regulations may be called Punjab (1) Public Works Department Contractor's Labour Regulations.

2. Definition :- In the regulations unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively, that is to say.

(1) 'Labour' means workers employed by S.G.P.C. Contractor directly, or indirectly through a sub-contractor or other person, or by an agent on his behalf.

(2) 'Fair Wages' means whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Punjab (1) Public Works Department for the District in which the work is done.

(3) 'Contractor' shall include every person whether a sub-contractor or headman or agent supplying labour or work taken on the contract.

(4) 'Wages' shall have the same meaning as defined in the payment of wages Act. 1935 and include time and piece rate wages.

3. Display of notice regarding wages etc:- The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition in conspicuous places on the work notices in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Punjab (1) Public works Department and the hours of work for such wages are earned.

4. Payment of wages (1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wages period (1) The contractor shall fix wage periods in respect of which the wages be payable.

(2) No wage period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are Payable.

(4) When the employment of any worker is terminated by or on behalf of the contractor, the wages the earned by him shall be paid before the expiry of day succeeding one on which his employment is terminated.

(5) All payment of wages shall be made on a working day.

(6) Wage Book Wage Slips etc (1) The contractor shall maintain a wage book of each worker in such form as may be convenient. But the same shall include the following Particulars :-

.....  
Contractor

.....  
Chief Accountant

.....  
Secretary,  
S.G.P.C. Amritsar,

- (a) Rate of daily or monthly wages.
  - (b) Nature of work on which employed.
  - (c) Total number of days worked during each wage period.
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (1) Wages actually paid for each wage period.
  - (2) The contractor shall also maintain a wage slip for each worker employed on the work.
  - (3) The authority competent to accept the contract, may grant an exemption from the Maintenance of wage book and wage slips to a contractor who in his opinion, may not directly or indirectly employ more than 100 persons on the work.
7. Fines and deductions which may be made from wages.
- (1) The wages of a worker shall be paid to him without any deduction of any kind except The following :-
    - (a) Fines.
    - (b) Deductions for absence from duty i.e. From the place where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
    - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
    - (d) Any other deductions which the S.G.P.C. may from time to time allow.
  - (2) No Fine shall be imposed on a worker and no deduction for damage or loss shall be Made from his wages until worker has been given an opportunity of showing cause against such fine or deductions.
  - (3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to half an anna in a rupee of wage payable to him in respect of that wage period.
  - (4) No fine imposed on any worker shall be recovered from him by instalments or after the expiry of 60 days from the date on which it was made.
8. Register of fines etc. (1) The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.
- (2) The contractor shall maintain a list in English and the local Indian language clearly of Defining acts and commissions for which penalty fine can be imposed He shall display such list and maintain in clean and legible condition in conspicuous place on the work.
9. Preservation of books :- The wages book, the wage slips and the register or fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made on them.
10. Powers of Labour Welfare Officer to make investigation or enquiry:- The Labour Welfare Officer or any other person authorised by the Punjab Government on their behalf shall have power to make unquries with a view to ascertaining and enforcing due and proper observance of the wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.
11. Report of Labour Welfare Officer :- The Labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the results of his investigation or enquiry to the Secretary S.G.P.C. Concerned indicating the extent, if any to which the default has been committed and the amount of fine recoverable in respect of the acts or commission and commission on the labourer with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.
12. Appeal against the decision of Labour Welfare Officer :- Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision of the Labour Commisissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 12-A. No party shall be allowed to be represented by a lawyer during any investigation, enquiry appeal for any other proceedings under these regulations.
13. Inspection of registers :- The contractor shall allow inspection of wage Book and Wage slip and the register of fines and deductions to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Welfare Officer or any other person authorised by the Punjab Government on his behalf.
14. Submission of returns :- The contractor shall submit periodic returns as may be specified from time to time.
15. Amendments : The Punjab Government may from time to time, add or amend these regulations and on any question as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner Punjab Government or any other persons authorised by the Punjab Government in that behalf shall be final.

## ADDITIONAL CONDITIONS

1. The work shall be executed strictly in accordance with the Punjab public Works Department specifications latest edition and to the entries satisfaction of the Engineer-in-Charge S.G.P.C. Amritsar.
2. Should the contractor withdraw or modify his tender within three months from the date of Opening tenders, he will be black-listed and his earnest money be forfeited.
3. amount of work may be increased or decreased and any item omitted or substituted according to the requirement of the S.G.P.C. And no claim on this account will be entertained.
4. The security shall not be refunded till one months after the work has been completed and finally approved by the Engineer-in-charge.
5. The secretary S.G.P.C. reserves the option to take away any item of work or any part thereof at any time during the current of the contract and realloot it to any other agency with the due notice to the contractor without liabilities of any kind or payment of any Compensation on this account.
6. No pits should be dug by the contractor near the site of work for taking out earth for use on the work, in case of default, the pits so dug will be filled by the department at the cost of the contractor plus fifteen percent department charges.
7. No claim shall be entertained on account of increase in freight, price of labour and materials due to any cause whatsoever.
8. Actual quantities of completed & accepted work will only be paid.
9. In case of emergency the contractor shall be required to pay his labour everyday and if this is not done, the Secretary S.G.P.C. Will make the requisite payment and recover the Same from the contractor.
10. The rates given in the attached schedule of rates are inclusive of Octroi, terminal tax, royalty and all other local charges.
11. For items not included in the attached schedule of rates, payment will be made at the rates in Public Works Department metric common schedule of rates in metric units subject to percentage above or below tendered by the contractor.
12. Receipt for payment made on account of work when executed by a firm must also be signed by several partners except where contractor have described in their tender a firm in which case receipts must be signed in the name of firm by one of the partners or by some other persons having authority to give effectual receipt of the firm.
13. In case of any quantity of cement, steel (Or other commodity issued to the contractor) by The Engineer-in-charge for use (directly on the aforesaid work) or manufacture of material required in connection therewith is disposed off by him or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specifications herein stipulated or those fixed by the Engineer-in-charge the cost of such quantity of the material shall without prejudice to other rights and remedies available to the S.G.P.C. Be recovered from the contractor at double the rate at which it is agreed to be supplied to the contractor.
14. The contractor will arrange his own tools and plants and makes his own arrangement for water required for the work.
15. Fair wages clause as per printed sheet attached shall be fully implemented by the contractor.
16. The contractor will pay octroi and incidental charges himself and will make his own arrangement for water, bricks and every other items required directly or indirectly for completion of that work except the material which will be issued by the department at rates as per page 12 of the printed form.
17. The contractor shall not be entitled to any payment on account of work done till he signs his contract agreement and same is accepted by the competent authority.
18. The Engineer-in-charge reserves to himself the right of issuing the material to the contract as per page 12 of the printed form for use on the work at the place and rates noted against each including the storage charges when the materials are to be issued by the S.G.P.C. from the S.G.P.C Store. The contractor shall be held responsible for obtaining from S.G.P.C. all such material required for the work and for making payment thereof by deduction from his bills at the rates specified regardless of fluctuation in the rates or in the stock issue rates of S.G.P.C.

19. All the concrete work shall have to be done with the use of concrete mixer which shall be Arranged by the Contractor.
20. No claim whatsoever shall be entertained for any loss or damages caused by rains, floods,
21. The contractor shall be responsible for loss or damage to any material issued to him by the S.G.P.C. For any cause whatsoever.
22. All the charges of royalty, Municipal, Forest or Octroi will be paid by the contractor and are included in his rates.
23. The contractor shall have to keep in his possession copy P.W.D. Specification, latest edition and show to the Engineer-in-charge S.G.P.C. On tender's day on demand failing which his tender is liable to be rejected.
24. On completion of the work the consumption statment shall be prepared for such material as ave been issued by the S.G.P.C. The excess or short consumption shall be Determined according to the factor given in the Chapter 27 of interim common schedule of rates of metric unit and following action shall be taken in case there is any excess/short consumption.
25. The consumption of material will be regulated as per instructions/amendments made in P.W.D. Specification vide Chief Engineer, P.W.D. B & R, Patiala, No. 143-225/SRC dated 12-2-88.
26. Conditional tanders will not be accepted & Contractor preferring conditional tender can be black-listed.

Manager / Principle,  
S.G.P.C. Amritsar,

Secretary,  
S.G.P.C. Amritsar,

### **Condition of NIT:-**

1. The Percentage tendered premium/abatement shall be simply added to /subtracted from Zonal ceiling premium irrespective of the manner in which the rate is quoted.
2. For all concrete 1:2:4, 1:3:6 or rich mix Ghaggar sand will be used having fines modulus from 2:4 to 2.75 or from the approval Quarry of the same finess Modulus specified above subject to the approval of the Engineer-in-charge in writing.
3. For Plaster & masonry clean river sand or pit sand will be used subject to the approval of the engineer incharge in writing.
4. No extra claim what so ever for any RCC work over & above than provided in CSR would be entertained for any size or slope of the member including slabs columns etc.
5. No extra claim what so ever would be entertained for sloping RCC folded plate roofing etc. Horizontal & vertical profile of any member/structure.
6. The description of the entire above item is subject to all notes and clarification included in the common schedule of rates 1987 and Pb. PWD. specifications latest corrected up to date.
7. The joinery work will be got executed as per detailed drawings supplied the..... Architect..... and instructions issued by the Engineer-in-charge. Nothing extra on this Account will be entertained.
8. Cost of binding wire over laps and hooks, joints wastage and pupports for reinforcement in the item of reinforcement cement concrete is included in the rate and shall not be paid separately as in shall be deemed to be for the convenience of the shall not be paid Separatel as it shall be for the convenience of the contractor.
9. If any other item which is not provided in the NIT is to be got done/executed will be paid as per CSR plus tender premium or ceiling premium which ever is less as the time of opening of tender.
10. Amount/Quantity of any item can be increased or decreased or any item can be omitted or Submitted as per actual requirement of the Engineer-in-charge. No claim in the regard will be entertained.
11. Nothing extra will be paid due to do loss/damage caused by rains, floods, war, epidemic strike Of the departmental officials or any other act of god or any other cause what so ever.
12. Any error/omision in nomenclature, rate and unit will be corrected /rectified as per CSR and Pb. PWD specifications corrected upto date.
13. The description and rates of all the items exhibited above are as per common schedule of rates latest addition 1987 corrected upto date, and all the notes and clarification which these are subjected to are also applicable for the purpose of payment.
14. No premium will be allowed on N.S. items but abatement if any will however apply on all items.
15. Nothing Extra shall be paid for making slope or any size/shape of any other molding, thick ness of RCC slab will be measured & paid, as per structural design or actual work done which ever is less subject to the approval of the Executive Engineer.
16. Nothing Extra shall be paid for unforeseen delay on account of non availability of any kind of Material drawing or designs.
17. Concrete to be used shall be of M.20 Grade having characteristics compressive strenght of 15cm Cube at 28 days to be 20M/mm<sup>2</sup> as per clause 5.1.1. of IS 456-1978 (Table 2 page 25).
18. While measuring steel reinforcement upto the specified limit 20mm dia bares and below, 20mm dia bars shall be included first.

19. Only kiln seasoned and chemically treated wood will be used in joinery work.
20. The work will be carried out strictly in accordance, with the Punjab PWD specifications Latest edition corrected upto date and to the entire satisfaction of the Engineer-in-charge.
21. Steel glazing if required will be included for the purpose of this contract.
22. No extra claim on account of paucity of funds, Non receipt of LOC change in Priority or any other cause what so ever will be entertained and the contract/firm will have no right to go in for Arbitration or in the court.
23. Agenda & Corrigendum issued by the Chief Engineer from time to time upto date & during the execution of work will be applicable for the purpose of measurement/Payment.
24. For all concrete work sand of the required F.M. will be used subject to the approval of the Engineer-in-charge. No extra payment for same will be made.
25. Nothing extra shall be paid what so ever for any temporary work, hutment any allied works required to be done over and above the building construction as per design/drawing.
26. The work is required to be completed strictly as per the scope of NIT approved drawings irrespective of Qty. and amount of agreement as desired by the Engineer-in-charge.
27. For R.C.C. work if steel shuttering or any plate, Shuttering is used as shown on the approved drawing and desired by the Engineer-in-charge in writing nothing extra shall be paid if exposed smooth finish is not achieved.
28. The contractor will have to set up quality control laboratory at his own cost near the site of work and the tests required for quality control will be got done at the cost of the contractor conforming of tests mentioned in the quality control hand book relating to each item of work.
29. Before tendering, the contractor is advised in his own interest to visit the site and acquaint himself about site conditions. No claim will be entertained later on, on any account what so ever. The entire work shall be carried out in close-ordination with all other agencies. The contractor shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.
30. In case any dispute/em biguity the decision of the Engineer /Incharge of S.G.P.C., shall be final and binding.
31. Any surplus material left at site one month after the completion of the work shall become the property of the S.G.P.C. and no payment shall be made to the contractor for the material.
32. The contractor shall be all times keep his authorized Engineer/Agent stationed at the work who shall be available during working hours of the day. He shall be competent to carry out instructions conveyed to him by the Engineer-in-charge without loss of time.
33. The contractor shall be responsible to provide to the satisfaction of the Engineer/Incharge at his own expense the following amenities for labour employed by him.
  - a) Suitable temporary hutting accommodation.
  - b) Trench latrines, bathing enclosures and platforms.
  - c) Clean drinking water.

In the event of his failure to provide any of all the above amenities the sam shall be Provided by the S.G.P.C. and cost there of shall be recovered from the contractor. Any dispute regarding the above points shall be settled by the Engineer-in-charge, whose decision shall be final & binding on the Contractor.

28. The contractor will have to set up quality control laboratory at his own cost near the site of work and the tests required for quality control will be got done at the cost of the contractor conforming of tests mentioned in the quality control hand book relating to each item of work.
29. Before tendering, the contractor is advised in his own interest to visit the site and acquaint himself about site conditions. No claim will be entertained later on, on any account what so ever. The entire work shall be carried out in close-ordination with all other agencies. The contractor shall not be entitled for any compensation on account of temporary stoppage of work due to other construction activities.
30. In case any dispute/em biguity the decision of the Engineer /incharge of S.G.P.C., shall be final and binding.
31. Any surplus material left at site one month after the completion of the work shall become the property of the S.G.P.C. and no payment shall be made to the contractor for the material.
32. The contractor shall be all times keep his authorized Engineer/Agent stationed at the work who shall be available during working hours of the day. He shall be competent to carry out instructions conveyed to him by the Engineer-in-charge without loss of time.
33. The contractor shall be responsible to provide to the satisfaction of the Engineer/incharge at his own expense the following amenities for labour employed by him.
  - a) Suitable temporary hutting accommodation.
  - B) Trench latrines, bathing enclosures and platforms.
  - c) Clean drinking water.

In the event of his failure to provide any of all the above amenities the same shall be Provided by the S.G.P.C. and cost there of shall be recovered from the contractor. Any dispute regarding the Above points shall be settled by the Engineer-in-charge, whose decision shall be final & binding on the Contractor.

34. The contractor shall not be entitled to any payment on a account of work done till he signs his Contract Agreement and the same are accepted by the competent authority.

CONTRACTOR

SECRETARY,  
Shiromani Gurdwara Parbhandhak Committee.