



# **PUBLIC HEALTH ENGINEERING DEPARTMENT, HARYANA**



## **DNIT FOR**

**Providing & Laying, Jointing Testing of SW pipe sewer  
construction of manhole chambers**

**At**

**Tohana Town Distt. Fatehabad (Under ESP) (In Punjabi  
Basti Chandigarh Road Tohana Town)**

**App. Rs. 133.00 Lacs**

**Public Health Engineering  
Division No.2 Fatehabad**

**PRESS NOTICE**

**Public Health Engineering Department, Haryana  
Public Health Engineering Division no. 2 , Fatehabad  
Notice Inviting Tender**

No. \_\_\_\_\_

Dated:

1. Online bids are hereby invited on behalf of Governor of Haryana for the works mentioned below:-

Name of Work:- (1) Aug. Sewerage Scheme Tohana Town District Fatehabad "Providing & Laying, Jointing Testing of SW pipe sewer construction of manhole chambers complete in all respect and all other works contingent thereto" Under ESP (In Punjabi Basti Chandigarh Road Tohana Town)

S No. of work	Estimated Cost	Time Limit	Earnest Money	Tender Document Fee
1	Rs 133.00 lac	12 months	Rs. 2.66 lacs	Rs. 15000/-

2. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaphed.etenders.in> is a prerequisite for e-tendering.
3. Last Dates of various activities by bidder:-
- Downloading & Payment for tenders document :- 07/02/2013 12.00 hrs.
  - Bid Preparation , EM Deposit, Submission of Bid- (Ist stage):- 11/02/2013 12.00 hrs.
  - Submission of bid- (IInd & Final stage):- 15/02/2013 10.59 hrs

For further details and e-tendering schedule, visit website <http://haryanaphed.etenders.in>

**For & on behalf of Governor of Haryana**  
Sd/  
Executive Engineer  
PHE Division No. 2 Fatehabad

**PUBLIC HEALTH ENGINEERING DEPARTMENT, HARYANA  
PUBLIC HEALTH ENGINEERING DIVISION, NO. 2 , FATEHABAD  
NOTICE INVITING TENDER**

Online bids are hereby invited on behalf of Governor of Haryana for the following work as mentioned below:-

Name of Work:- 1) Aug. Sewerage Scheme Tohana Town District Fatehabad "Providing & Laying, Jointing Testing of SW pipe sewer construction of manhole chambers complete in all respect and all other works contingent thereto" Under ESP (In Punjabi Basti Chandigarh Road Tohana Town)

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Executive Engineer

1	Rs 133.00 lacs	12 months	Rs. 2.66 lacs	Rs. 15000/-
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**Important Dates for the activities of the bidder:-**

S. No.	Activity	Start date & time	Expiry date & time
1	Downloading of tender document & payment of tender document fees.	17-01-2013 10:01 hrs.	07-02-2013 12:00 hrs.
2	Online bid preparation, Earnest Money deposit, finalization of rates & submissions of bids – First stage (bid seal/ Hash Submission)	17-01-2013 10:01 hrs.	11-02-2013 12:00 hrs.
3	Submission of online bids- Final Stage (Re-encryption of bids)	11-02-2013 17:01 hrs.	15-02-2013 10:59 hrs.

1. Tender documents can be downloaded online from the Portal: <http://haryanaphed.etenders.in> by the Firms / Individual registered on the Portal. For registration details, refer link “Guidelines to contractors for online registration” on the home page of the portal.
2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest considering the fact that the process may take at least a week. For obtaining Digital Certificate, the Bidders should follow point No. 3 under “Annexure-A - Conditions of e-tendering”.

**3. Key Dates**

Sr. No.	PHED Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender document	-	16-01-2013 10:00 hrs.	17-01-2013 10:00 hrs.
2	-	Downloading of Tender Document & Payment of Tender Document fees	17-01-2013 10:01 hrs.	07-02-2013 12:00 hrs.
3	-	Online bid preparation, Earnest Money deposit, finalization of rates & submissions of bids – First stage (bid seal/ Hash Submission)	17-01-2012 10:01 hrs.	11-02-2013 12:00 hrs.
4	Technical & Financial Lock	-	11-02-2013 12:01 hrs.	11-02-2013 17:00 hrs.
5	-	Submission of online bids- Final Stage (Re-encryption of bids)	11-02-2013 17:01 hrs.	15-02-2013 10:59 hrs.
6	-	Manual Submission of additional documents	17-01-2013 10:01 hrs.	15-02-2013 10.30 hrs.
7	Open EMD & /PQ bid	-	15-02-2013 11:00 hrs.	15-02-2013 17:00 hrs.
8	Eligibility criteria evaluation	-	15-02-2013 17:01 hrs.	18-01-2013 12:00 hrs.

Executive Engineer

9	Open Financial / Price-Bid	-	18-01-2013 12:01 hrs.	19-01-2013 12:00 hrs.
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4. The Bidders can download the tender documents from the Portal : <http://haryanaphed.etenders.in>. Tender Documents Fees has to be paid online through payment gateway during the “Downloading of Tender Document & Payment of Tender Document fees” stage and Earnest Money Deposit has to be deposited through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the name of **Executive Engineer, Public Health Engineering Division No. 2 , Fatehabad bank account No. 0653000109140014 in Bank name Punjab National Bank G.T.Road, Fatehabad & Bank IFSC CODE PUNB 0065300**. Following particulars are to be given online at the e-tendering web portal of the department.

- a) Name of a/c holder from whose a/c payment for earnest money has been made by the agency
- b) A/C No.
- c) Name of the Bank
- d) Transaction ID
- e) Date & time of transaction
- f) Amount of Payment

Willing Contractors shall have to pay the Tender Document Fees through payment gateway during the “Downloading of Tender Document & Payment of Tender Document fees” stage. However, the details of the EMD are required to be filled at the time of “Online bid preparation and submission of bid- Ist stage”, the Bidders are required to keep the EMD details ready beforehand.

5. The tender shall be submitted by the bidder in the following two separate envelops online:

1. Earnest Money and all the documents  
in support of eligibility criteria - Envelope ‘ED’
2. Price Bid - Envelope ‘C I’

**Note: Online Bidders shall submit the EMD through RTGS/ NEFT. EMD will not be accepted in parts i.e. whole amount of EMD should be deposited in one instance. Documents in support of eligibility criteria shall also be submitted in Envelope ‘ED’. Price Bids are to be submitted mandatory online and shall not be accepted in any**

**physical form.**

**Reference of the EMD is to be mentioned online.**

In the first instance, the Envelop – ‘ED’ of all the Bidders containing the statement of Earnest Money and documents supporting eligibility criteria shall be opened online as well as physically. If the Earnest Money and eligibility of bidder is found proper, the Envelop ‘C1’ containing financial bids shall be opened online in the presence of such bidders who either themselves or through their representatives choose to be present. The financial bid shall be opened only if the bidders meet the eligibility criteria as per the Bid document.

The bidder will submit the necessary documents as under.

**Envelope ‘ED’ – Earnest Money Deposit and eligibility criteria Envelope**

Physical EMD Envelope – Photocopies in support of eligibility criteria and photocopy of document of transaction made in support of deposit of Earnest Money.

Online EMD Envelope—Reference details of the Earnest Money Deposit instrument and scanned copy of documents supporting deposition of EMD and eligibility criteria.

**Envelope ‘CI’ – Price Bid Envelope**

To be submitted mandatory online- “Information related to Price Bid of the Tender”.

The bidder can submit their tender documents as per the dates mentioned in the schedule above.

**CONDITIONS:-**

- 1) NIT, if required, can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) The undersigned reserves the right to reject any tender or all the tenders without assigning any reason.
- 4) The societies shall upload & produce a copy of the resolution of the Co-Operative department for e-tendering.
- 5) The tender without earnest money payment will not be opened.
- 6) The jurisdiction of court will be at Fatehabad.
- 7) The tender of the bidder who does not satisfy the eligibility criteria in the bid documents will be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 8) Bids would require to be valid for 3 months from the date of expiry of

Executive Engineer

online “Online bid preparation and submission of bid- Ist stage” stage. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the expiry date of “Online bid preparation and submission of bid- Ist stage” stage. If any bidder withdraws his bid during bid validity period, any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

For and On Behalf of  
Governor of Haryana  
Executive Engineer  
PHE Division No. 2 Fatehabad

**Endorsement No.**

**Dated**

A copy of above is forwarded to the following for information and wide publicity:

- (1) Deputy Commissioner, Fatehabad.
- (2) Engineer-in-Chief Haryana, PHED, Panchkula
- (3) All Superintending Engineers/Executive Engineer, PHED Haryana.

For and On Behalf of  
Governor of Haryana  
Executive Engineer  
PHE Division No. 2, Fatehabad

## ANNEXURE-A

### CONDITIONS OF E-TENDERING

#### **Instructions to Contractors on Electronic Tendering**

1. **These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**
2. All the Contractors intending to participate in the tenders processed online, are required to get registered for the Electronic Tendering System on the Portal <http://haryanaphed.etenders.in>  
For more details, please see the information in “**Guidelines to Contractors for online Registration**” link on the Home Page. Contractor is required to register on the portal as per the procedure defined in the guidelines. After successful completion of the registration process by the contractor, a registration no. and Company ID generated by the portal will be issued to the contractor and the request for registration of the contractor will be automatically sent to Nextenders India Pvt. Ltd. for approval. For the approval of registration by M/S Nextenders (India) Pvt. Ltd, the contractor is required to send a copy of the Enlistment Certificate and PAN Card along with the print of the registration no. and company ID to **Nextenders (India) Pvt. Ltd. Address: M/s NexTenders (India) Pvt. Ltd. O/o PWD (B&R) Haryana, Nirman Sadan Building, (Basement) Plot No.-1, Dakshan Marg, Sector-33, Chandigarh-160020 or Email at [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com)** for verification. Nextenders India Pvt. Ltd will verify the documents and approve the registration. Registration will not be approved until the above mentioned documents are submitted by the contractor. Contractor may register himself on the portal considering the fact that the process for approval may take about 5 days.
3. **Obtaining a Digital Certificate:**
  - 3.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. A digital signature certificate has two keys i.e. Public Key and Private Key. Public Key is used to encrypt the data and Private Key is used to decrypt the data. Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Certificates are issued by an approved certifying authority, by the controller of Certifying Authorities, Government of India.
  - 3.2 A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by the Notary Public / Chartered Account / Any Gazatted Officer whose stamp bears emblem of Ashoka. Only upon the

receipt of the required documents, a digital certificate can be issued.

- 3.3** The contractors may obtain Class II B digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from one such certifying authority given below which is :-

1. TATA Consultancy Services Ltd.  
11<sup>th</sup> Floor, Air India Building, Nariman Point,  
Mumbai-400021 website – [www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)
2. Sify Communications Ltd.  
III Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-  
600113. Website – [www.safescrypt.com](http://www.safescrypt.com)
3. MTNL Trustline CA  
O/o DGM (IT-CA), 5515, 5<sup>th</sup> Floor, Core-V Mahanagar  
Doorsanchal Sadan, CGO Complex, MTNL,  
Delhi-110003. Website – [www.mtnltrustline.com](http://www.mtnltrustline.com)
4. iTrust CA (IDRBT)  
Castle Hills, Road No.1, Masab Tank, Hyderabad,  
Andhra Pradesh -500057. Website – [idrbtca.org.in](http://idrbtca.org.in)
5. (n)Code solutions  
301, GNFC Tower, Bodak Dev, Ahmedabad-380054,  
Gujarat. Website – [www.ncodesolutions.com](http://www.ncodesolutions.com)
6. National Informatics Centre Ministry of Communication  
and Information Technology  
A-Block CGO Complex, Lodhi Road,  
New Delhi-110003. Website <https://nicca.nic.in>
7. e-Mudhra CA  
3i Infotech Consumer Services Ltd  
3<sup>rd</sup> Floor, Sai Arcade, Outer Ring Road,  
Devarabeesanahalli, Bangalore-560036, Karnataka  
Website – <http://www.e-Mudhra.com>

Contractors may also obtain information and application format and documents required for issue of digital certificate from the following:-

1. Nextenders (India) Pvt. Ltd.  
YUCHIT, Juhu Tara Road, Mumbai-400049  
[Email-Chandigarh@nextenders.com](mailto:Email-Chandigarh@nextenders.com)
2. M/s NexTenders (India) Pvt. Ltd. O/o PWD (B&R) Haryana, Nirman  
Sadan Building, (Basement) Plot No.-1, Dakshan Marg, Sector-33,  
Chandigarh-160020  
Contact Person: Manmit Sharma - 09815034028  
Kanwarjeet Singh- 09592259876

- 3.4** Bid for a particular tender may be submitted only using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation and hash submission. In case, during the process of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to



submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

**3.5** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Public Health Engineering Department, Haryana tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management / partners of the registered firms to inform the certifying authority or Sub Certifying Authority, in case of change of authorized user and that a fresh digital certificate is procured and issued an 'authorization certificate' for the new user. The procedure for application of a digital certificate will remain the same for the new user.

**3.6** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

#### **4. Set up of machine**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on setting up of the system can be obtained from NexTenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaphed.etenders.in>.>> "Information for new users".

#### **5. Online Viewing of Notice Inviting Tenders:**

The contractors can view the N.I.T and the time schedule (Key Dates) for all the packages floated using the electronic tendering system on the Haryana PHED website <http://haryanaphed.etenders.in>. Contractor may refer to NIT in the office of Executive Engineer.

#### **6. Opening of an Electronic Payment Account:**

**6.1** For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service as mentioned at S.No.8.

**6.2** For the list of payments using which the online payments can be made, please refer to the Home page of the Portal <http://haryanaphed.etenders.in>

#### **7. Submission of Earnest Money Deposit:**

- 7.1** Contractors have to deposit EMD into the account of the concerned Executive Engineer through RTGS/NEFT. Earnest Money in parts either through different banks or on different dates will not be accepted. EMD should be deposited through RTGS / NEFT as consolidated amount in single transaction so that there is no difficulty in accounting and also that there is no ambiguity for relating a transaction to a particular tender.
- 7.2** Refund of Earnest Money Deposit to the unsuccessful bidders will be made through cheque issued in the name of contractor / agency.
- 7.3** Payment of EMD may be made upto specified time of “Online bid preparation and submission of bid- Ist stage” as per key dates schedule of tender. Scanned copy of the proof i.e receipt of transaction of EMD should be uploaded while submitting the tender. A photocopy of document of transaction made should also be physically submitted in envelop ED.
- 7.4** If any agency withdraws its bid after “Submission of bids- Final Stage (Re-encryption of bid)” then the Earnest Money Deposit of such agency shall be forfeited.

**8. Submission of Tender Document Fees:**

The Payment can be made by eligible contractors online directly via Credit Card / Internet Banking Account / Cash Card / Debit card. The contractors have to pay for the tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and credit card / online payment authorization networks.

If the tenders are cancelled or recalled on any grounds, the tender document fees will not be refunded to the agency.

**9. Purchase of Tender Documents:**

Download of Tender Documents: The tender documents can only be downloaded from the Electronic Tendering System on the Portal <http://haryanaphed.etenders.in>

**10. Submission of bids (Ist Stage) i.e. Bid Seal/ Hash submission:**

Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the tender time schedule (Key Dates) of the Tender. Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down the tender Hash and ensure that it matches with their previous noted Hash before confirming the rates. The bidder will not be able to change the rates after the expiry time of this stage.

**11. Generation of Super Hash:**

After the time of submission of Bid Seal (Hash) by the bidders has lapsed, the bid round will be closed and a digitally signed tender Super Hash will be generated by authorized Haryana PHED official. This is equivalent to sealing the tender box.

**12. Submission / Re-encryption of bids (IInd & Final stage)**

Bidders have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the “Online bid preparation and submission of bid- Ist stage” after the generation of Super Hash within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contactors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the System. A bidder who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid after the permitted time as per key dates.

**13. Key Dates:**

**13.1** The bidders are strictly advised to follow dates and time as indicated in the Notice Inviting Tender. The date and time will be binding on all the bidders. The bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the tender. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the Notice Inviting Tender. The bidder should check the status of a particular stage by following the below mentioned procedure:-

- a. Click on “Main” after login into the portal.
- b. Select “Tender Search” and click on “Go”
- c. Next screen will appear on the screen and click on “Search” button to view the list of various tenders.
- d. Select the tender whose status is to be viewed by clicking on the tender no.
- e. Click on “Action page” button. The status of all the stages i.e. whether “Pending” or “Completed” can be viewed.

The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and he should possess a copy of receipt of completion of each stage to be performed from his end. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date

and time of that stage and he is not able to proceed further in the e-tendering process.

**Other Information:**

1. The intending bidders shall fill the lumpsum rate / item rate / Percentage rate in the online templates of the online tender. The Price Bid has to be submitted mandatory online. In case the bidder does not submit the rates of Non-schedule items, intentionally or unintentionally, then the rates of such items will be considered as Free of Cost. If the bidder does not agree to execute such N.S. Items for which he has not quoted rates, free of cost, then his EMD will be forfeited.
2. The photocopy of the receipt of transaction made for payment of Earnest Money Deposit should be put 'ED' sealed envelopes and these sealed envelope and delivered to this office before the date and time mentioned in the Tender Notice alongwith documents listed below:
  - i. A list of all documents accompanying the sealed envelope containing the tender documents.
  - ii. Duly accepted power of Attorney in original along with its two certified copies in the name of bidder or authorized representative to act on behalf of the agency.
3. Tenderer must strictly abide by the stipulations set forth in notice inviting tender & while tendering for the work, the bidder shall adopt only the two envelope system.
4. The 'CI' envelope – Price Bid envelope has to be submitted mandatory online and shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, it will be presumed that he is not interested in the work and the work shall not be let out to him. Further he may be de-listed without further notice to him for failing to abide by the strictly approved terms of notice inviting tender for this work.
5. The tenders which are not accompanied by the earnest money or proof of earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily.
6. Tenders / quotations which are dependent upon the quotations of another bidder shall be summarily rejected.

**Note: - Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at e-tendering portal of Public Health Engineering Department, Haryana on the website <http://haryanaphed.etenders.in>. Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the tender document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned Executive Engineer of the Department.**

Executive Engineer

**HARYANA P.W.D PUBLIC HEALTH DEPARTMENT**  
**PUBLIC HEALTH ENGINEERING DIVISION No. 2 FATEHABAD**

**NOTICE**

**NOTICE INVITING TENDER**

1. For and on behalf of the Governor of Haryana, tenders in sealed covers are hereby inviting for the execution of the work given below from firms of repute/such contractors, who are having a valid certificate of enlistment issued by a competent officer of Haryana Public Health Engineering Department duly renewed up to date (on which tenders rate to be opened).

Aug. Sewerage Scheme Tohana Town District Fatehabad "Providing & Laying, Jointing Testing of SW pipe sewer construction of manhole chambers complete in all respect and all other works contingent thereto" Under ESP (In Punjabi Basti Chandigarh Road Tohana Town)
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<b>Cost Rs. 133.00 lacs</b>
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Particular of the  
Officer inciting  
The tenders

Executive Engineer  
Public Health Engg. Division No. 2  
Fatehabad

Herein after Referred to as  
"Executive Engineer"

2. (i). The tender shall be required to be kept open for acceptance for a period of at least 3 calendar months from the prescribed date of opening of the tenders/ price bid. Any tender not complying with the above conditions shall be rejected outright and the announced at the time of opening.
- (ii). The tender shall not be modified or withdrawn at any time after submission.
- (ii) Tender shall not be burdened with any conditions.
- (iii) Any infringement of above is likely to result in loss of earnest money.
3. The approval to acceptance of the tender will rest with the governor of Haryana or any other duly authorized officer, acting for and on his behalf, who does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or all of the tenders received without assigning any reason whatsoever.

Executive Engineer

4. The contractor, whose tender is accepted will be required to execute a contract/deed on the conditions contained in the prescribed or and will be requires to furnish security for the due fulfillment of his contract. The security deposit shall be Rs. 5% of the estimated cost of work minus the earnest money already deposited. The demand notice for deposit of full amount of security may be time after the letter of acceptance has been issued. Usually a time period of 10 days shall be allowed for the same. In case on non-deposit of this security, the same shall be deducted from first running bill of the work.

Divisional Account Officer  
Public Health Engg. Division No. 2  
Fatehabad

Executive Engineer  
Public Health Engg. Division No. 2  
Fatehabad

Stereo B & R 28  
Name of Contractor

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Executive Engineer

Aug. Sewerage Scheme Tohana Town District Fatehabad "Providing & Laying, Jointing Testing of SW pipe sewer construction of manhole chambers complete in all respect and all other works contingent thereto" Under ESP (In Punjabi Basti Chandigarh Road Tohana Town)
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Cost Rs. 133.00 lacs
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**HARYANA PUBLIC HEALTH ENGINEERING DEPARTMENT  
PUBLIC HEALTH ENGINEERING DIVISION No. 2 FATEHABAD**

**FORM: F-1**

Signature of Deputy  
Supdt.

**TENDER AND CONTRACT FOR WORKS**

**General Rules and directions for the guidance of Contractor:-**

CONTRACTORS SHOULD CAREFULLY STUDY THE RULES GIVEN BELOW WHICH ARE FOR THEIR GUIDANCE BEFORE SUBMITTING THE TENDERS & COMPLY WITH THE SAME ANY NON COMPLIANCE OF THE SAME IS LIKELY TO RESULT IN FORFEITURE OF EARNEST MONEY & MAY RESULT IN CANCELLATION OF THIS CERTIFICATE OF ENLISTMENT.

**Rule No.1:**

**[General]**

Brief information about the works proposed for a execution have been notified in a shape of "Notice" pasted on the Notice board hung up in the office, duly signed by the Executive Engineer. Further the detailed documents called "NOTICE INVITING TENDERS" and can be seen in the office of the Executive engineer on any working day. This form state the work to be carried out, as well as the date & time for submitting and opening of tenders and the time allowed for carrying out, the work, the earnest money required to accompany the tenders, also the amount of security to be deposited by the contractor whose tender is accepted, the conditions of contract on which contract agreement would be concluded, copies of the specifications, design & drawings, Contract Schedule of Rates and also a Schedule of Ceiling Premia" by which the rates of various items of the Contract Schedule of Rates shall be increased so as to be called the "Ceiling Rates". Further any other documents required in connection with the works duly signed by the Executive Engineer for purpose of identifications shall also be open for inspection by the contractor in the office of the Executive Engineer as mentioned in the "NOTICE"

**Rule No.2:**

Any contractor who submits tenders may sign an affidavit to the effect that he has no connection or relation with the firm/ contractor black-listed by Haryana Government/ Govt. of India from time to time. The form of affidavit can be seen in the office of the "Executive engineer".

**Rule No.3:**

**[Conditional Tenders]**

The tender shall not be burdened or loaded with any conditions. Only rate shall be quoted online. A conditional tender is liable to be rejected outright at the discretion of the accepting authority. In the alternative, the accepting authority may treat the rate quoted by him without the conditions. If the

Executive Engineer

contractor, who submitted the tender refuses to accept the said counter offer to do the work at the rate quoted by him without the conditions within one week of the said offer having been made by the accepting authority, the earnest money which accompanied the tender shall stand forfeited and the contractor shall have no claim to the same whatsoever.

**Rule No.4:**

**[Contractor's Signature]**

The tender shall be signed by the person or persons authorized to do so in a manner by the authority granting the certificate of enlistment. Any tender not signed in the manner so authorized shall be deemed to be an invalid tender and shall be rejected and the earnest money shall be forfeited without prejudice to any other rights & remedies available to the Executive Engineer.

In the event of 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 behalf by a person holding a power of attorney authorizing to do so.

For the purpose of identification, the contractor shall supply to the Executive Engineer specimen signatures duly attested by a Gazetted Officer known to the Executive Engineer. The specimen signature must be supplied well before the date of submission of tenders.

The contractor(s) shall sign, on all pages of tender form to be submitted by him in addition, he shall also sign at the places, where he is to sign which are marked 'X' on pages.

All corrections shall be made in a manner so that the original is legible. There shall be no over-writings. The corrections shall be authenticated by the signatures of the authorized person as described above.

Any tender not so signed may be rejected and the earnest money forfeited.

**Rule No. 5:**

**(a) [For Schedule Items]**

Any person who submits a tender shall fill up usual printed form stating the percentage above or below the "Ceiling Rates" as defined in Rule 1 at which he is willing to undertake the work. Only one single rate of %age above or below on all schedule item of the contract schedule & for all purpose shall be mentioned in the space provided in the tender form. For the purpose of this single rate. Explanatory Memo, Below may be seen. Which explain the manner in which the admissible payments shall be worked out after taking into consideration the sanctioned ceiling Premia as enumerated in the "Schedule of Ceiling Premia" mentioned in Rule (1) together with the single rate quoted by the contractor. Any rate outside the space may render the tender invalid. If a contractor quotes more than one rate in that case only lower or lowest of the rater so quoted shall be considered and a counter offer shall be made to him accordingly at the lowest of the rates quoted by him and in the event of his not accepting the same, the earnest money that accompanied the tender shall stand forfeited and the contractor shall have no claim to the same whatsoever.



**(b) For Non Schedule Items-**

A person submitting a tender shall fill up the rates against each item shown on page 6 No. premium over the rates quoted by him will be admissible over these NS items.

**Form for specific work**

A single tender form shall be used, for one specific work only viz the work for which the same has been issued by the specific contractor to whom the same has been issued by the Executive Engineer.

**EXPLANATORY MEMO****(REFER TO RULE 4 OF GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS)**

For the purpose, the basis rate for a particular item specified in the Contract Schedule of Rates shall be increased by the sanctioned Ceiling Premium as per the "Schedule of Ceiling Premia" which is attached and is a part of this form. The total amount shall than be subjected to the discount of Premium quoted by the contractor.

For example, the basis rate for an item is Rs. 120 per cum, and sanctioned ceiling premium is 50%, 300 cum of the items are executed and premium/rebate rate quoted by the contractor is 3% below. The net payment shall be worked out as below

Quantity	Item	Unit	Rate	Amount Rs.
300 cum		cum	Rs. 120.00	Rs.36000
	Add Ceiling Premium-	50%		Rs.18000
	GOSS TOTAL			Rs.54000
	Less contractor rebate 3% (-)			Rs.1620
	NET PAYABLE			Rs.52380
If the rate quoted by the contractor was 5% above, the amount payable would be as under:-				
	GROSS TOTAL			Rs.54000
	Add. Contractors Premium 5%			Rs.2700
				Rs.56700

6. (a) The Executive Engineer or any other officer duly authorized by him will open online tenders. Any contractor(s) (who may have submitted online tenders) or their authorized agents may be allowed to be present at the time of opening of tenders.

(b) The officer opening the tender will first make a list of those tenders which are on the prescribed form. All other documents purporting to be tenders shall be separated and sealed separately without even announcing the identity of the tenders.

Out of the list of tenders received on the prescribed form, officer opening the tenders will then separate out those which are not accompanied by requisite amount of earnest money or in the required form. Infirmities shall be notified and such tenders shall be resealed without announcing the rates.

(c) He will than announce the rates quoted by all other contractors whose tenders do not suffer from any infirmities.in cases where the tenders have any or many shortcoming, the rates may not be announced and such tenders may be put in a cover and sealed. This fact shall be announced. The

Executive Engineer

tender so sealed shall be dealt with accordingly to rules and regulation on the subject/situation.

- (d) The Executive Engineer shall have the right of rejecting all or any of the tenders without assigning any reason.

In the event of a tender being accepted, an acknowledgement of the Deposit at call receipt forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of specification and other documents mentioned in Ruell, in the event of a tender not being accepted, the earnest money forwarded with such tender unless the same has been forfeited will thereupon be returned to the concerned tendered.

7. The memorandum of work tender for and memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender form is issued. If a form is issued to a contractor who intends to tender without having been so filled in and completed, he shall request the officer to have the done before he completes and delivers his tender.
8. The department may refuse or suspend payments on account of a work when executed by a firm or by contractors described in the 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.

Executive Engineer

Executive Engineer

**Additional Conditions of Contract**

**MEMORANDUM**

a) General Description Augmentation Sewerage Scheme Tohna Town Distt.Fatehabad (under Economic Stimulus Package)	a) . (b) If Several Works are included they should be detailed in a separate list.
b) Estimated Cost <b>Rs.133.00 Lacs</b>	©. This deposit will vary from 1% to 2% of the estimated cost of the work according to the requirement of the case
c) Earnest Money <b>Rs. 2.66 Lacs 2%</b>	
d) Security deposit (including earnest money) 5%	
e) Percentage, if any, to be deducted from bills 5%	
f) Time allowed for the work from date of written order to commence <b>12 month.</b>	
<p>In case this tender is accepted I/We hereby agree to abide by and fulfill all terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof forfeit to and pay to the Haryana, Public Health Engineering Department. or its successor in office the sums of money mentioned in the said conditions.</p> <p>The sum of <b>Rs 2.66</b> Lac *Deposited vide Deposit at Call in the name of Executive Engineer No.2 Fatehabad dated ..... as earnest money, the full value of which is to be absolutely forfeited to the Haryana Public Health Engineering Department or its successor in office without prejudice to any other rights or remedies of the said Haryana Public Health Engineering Department or its successor in office Should I/We fail to commence the Work specified in the above memorandum the said sum of Rs.2.66 Lac shall be retained by the Haryana Public Health Engineering Department on account of the security deposit specified in clause I of the said conditions of contract. Should I/we withdraw or modify the tender within three calendar months from the date of opening of tender, my/our earnest money will stand forfeited to Haryana Public Health Engineering deptt. and in both the cases any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him( of amount of which excess the certificate in writing the Executive Engineer 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 Government under the contract or otherwise or from the proceeds of sale of his property or a sufficient part thereof.</p> <p>The above tender is hereby accepted by me for and on behalf of the Governor of Haryana. Dated..... The Day of..... 20</p> <p align="center">Executive Engineer Public Health Engineering Department Division No.2, Fatehabad</p>	<p>(d). this will be 5% of the estimated cost of the work.</p> <p>(e). this Percentage will be 5% of the total amount of running bills, see note to clause I of conditions of contract.</p> <p>*Give particular and number. Strike out (a).if no cash security deposit to be taken.</p> <p>*Strike out (b) if any cash security deposited is taken.</p> <p>*Signature of contractor before submission of tender</p> <p>Signature of witness contractor's signature</p> <p>Signature of officer by whom accepted.</p>

Executive Engineer

## CONDITIONS OF CONTRACT

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

**Clause 1:** The person/persons whose tender may be accepted (hereinafter called the contractor), shall permit the Executive Engineer Public Health Engineering Department, Haryana Division Fatehabad, hereinafter called the Engineer in charge at the time of making any payment to him for work done under the contract to deduct such sum as 5% of all money so payable in addition to 5% of the estimated cost of work already deposited as security before commencement of the work including earnest money. Such deductions to be held by Government by way of security deposits.

Compensation of  
delay

**Clause 2 :** The time allowed for carrying out of 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. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer 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 uncompleted or unfinished, after proper dates. And further, to ensure good progress during the execution of work the contractor shall be bound, in all uses in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the Contract has elapsed, one half of the work 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 condition he shall be liable to pay as compensation an amount equal to one percent which the Executive Engineer, may levy on the said estimated cost of the whole work for every day that due quantity of work remains incomplete provided always that the amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender. The Superintending Engineer on representation in writing from the contractor may reduce the amount of compensation and his decision in writing shall be final.

Action when whole  
security deposit is  
forfeited.

**Clause 3 :** In any case in which under any clause or clauses 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 installments) the Executive Engineer on behalf of the Government shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government :-

(a) To rescind the contract (of which rescission notice in written to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security of the contractor shall stand forfeited, and be absolutely at the disposal of Government and any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of amount of which excess the certificate in writing the Executive Engineer 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 Government under the contract or otherwise or from the proceeds of sale of his property or a sufficient part thereof.

(b) To employ labour paid by the Public Works Deptt. 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 Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final.

(c) To measure up the work of 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 sum which would have been paid to the original contractor if the whole work had been executed by him (of amount of which excess the certificate in writing the Executive Engineer 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 Government under the contract or otherwise or from the proceeds of sale of his property or a sufficient part thereof.

In the event of any of the above courses being adopted by Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagement or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Executive Engineer 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 powers conferred upon the Executive Engineer by clause-3 hereof, shall become exercisable and the same are not 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 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 the contractor of past and future case of compensation shall remain unaffected. In the event of the Executive Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires take possession of all or any tools, plant material 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 on 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 Executive Engineer whose certificate hereof shall be final otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized 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 the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer 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.

**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 in its execution or any other ground, he shall apply in writing to the Superintending Engineer Public Health Engineering Circle, Sirsa through-the Executive Engineer Public Health Engineering Division Fatehabad, within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid but before the expiry of contract period and the Executive Engineer/Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds have been shown, thereof authorise, such extension of time, if any, as may in his opinion be necessary or proper.

**Clause 5-A:** The contractor shall deliver in the office of the Executive Engineer, 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 contractor value of which shall be based upon the rates and prices mentioned in the contract or in the schedule of rates in force at that time. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising, which at the date thereof he has or may claim to have against the Executive Engineer under or in respect, of in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatsoever be the circumstances.

**Clause 6:** Without prejudice to the rights of Government under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given, 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 and rubbish, and cleaned off the dirt from all wood works, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed, of which he may have had possession for the purpose of the execution 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 or surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt aforesaid., and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof less any expense incurred by the Engineer-in-charge in connection therewith.

Contractor to submit a return every month for any work claimed as extra. District rates means the Haryana Public Health Engineering Department Building & Roads Branch rates for that District Final Certificate

**Clause 7:** No payment shall be made for work estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But in case of works estimate to cost more than rupees one thousand, the contractor shall be 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 ways 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, unsounded and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affecting 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 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

Payment on intermediate certificate to be regarded as advance

**Clause 7 (a) :** The deductions referred to in clause 1 hereinbefore or such part thereof as may be due to the contractor under this contract shall be payable to the contractor after a period of three months has lapsed after payment of final bill,

Security to be released 3 months after the payment of final bill  
Bills to be submitted monthly

**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 month 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 up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

**Clause 9:** The contractor shall submit all bills in triplicate on the printed forms to be had from the office of the Engineer-in-charge, and the charges in the bills shall always be entered at the rates specified in tender on 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

**Clause 10 :** If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning of effect 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 purposes 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, 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 condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge's store and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

**Clause 11 :** The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully to the designs, contract 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 at the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, 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  
specification  
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, foreman or other employees on the works by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the work, the contractor shall comply with the request forthwith.

Removal of  
Employees  
workman

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-charge shall be re-employed or re-instated on the work by the contractor at any time except with the prior approval in writing of the Engineer-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, or foreman or other employees.



**Clause 12:** The Engineer-in-charge shall have power to make any alterations in or omissions from or additions to or substitutions for the original 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 alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted work which the contractor 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 conditions in all respects on which he agreed to do the main work and at 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 or 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 rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Haryana schedule of rates subject to the same percentage above or below, as for the items included in the contract, and if such class of work is not entered in the Haryana schedule of rates, the contractor shall within seven days of the date of his receipt of the order to carry out of work, inform the Engineer-in-charge of the rate he intends to charge for such a class of work, and if the Engineering-in-charge does not agree to this rate he 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 thereto before the rates shall have been determined as lastly hereinbefore 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 determination of the rates as aforesaid according to such rates as shall be communicated by the Engineer-in-charge, after getting the same decided by the competent authority.

**Clause 13 :** If at any time after the commencement of the work, if the Government shall for any reason, whatsoever not requires the whole work 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 have 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 amount of the work not having been carried out, neither shall he have any claim compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated.

Alteration in Specifications and designs

Do not invalidate contract

Extension of time of consequence of Alteration.

Rates of work not in estimates or schedule of rates of the Distt.

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

**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 unsounded, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted 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 articles at his own 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, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimated cost of the work covered by this contract for everyday 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 certify or remove and re-execute the work or remove and replace with other materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor.

Action & compensation payable in case of bad work.

**Clause 15 :** All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractors 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 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 himself.

Work to be open to Inspection Contractor or responsible agent to be present.

**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 the measurement any work that the same may be measured and correct dimensions thereof 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. If any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof, no payment shall be made for such work materials with which-the same was executed.

Notice to be given before work is covered up.

**Clause 17:** If the contractor and his work people or his servant shall break, deface injury or destroy any part of building, in which they may be working or any building, road fence, enclosure or grass and or cultivated ground contiguous to premises on which the work or any part of it is being executed or if any damage shall happen to work, while in progress from any cause whatever or any imperfections become apparent in it within three months after a 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, and deduct the expense of which the certificate of the Engineer-in-charge shall be final, from any sums that may be then or any time thereafter may become due to the contractor or from his security deposit or the proceeds or sale thereof or of a sufficient portion thereof.

Contractor liable for damage done & for imperfections for 3 months after certificate.

**Clause 18:** The contractor shall supply at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-charge's store), plants, tools, appliances, implements, ladders etc., scaffolding and temporary works requisite or proper for the execution of the work whether original, altered or substituted and whether Included in the Specification or other documents forming part of the contract or referred to in these conditions or not, 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 thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assigning in the measurement or examination at any time and 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 expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale of his property or a sufficient portion thereof. The contractor shall also provide all 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 proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damage, and costs which may be awarded in any such suit, action, or proceedings to any 1 such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Contractor to supply ladders, plant, scaffolding etc.

And be liable for damages arising from non-provision of lights fencings etc

**Clause 18 (a):** The final bill of the contractor shall not be paid unless or until he furnishes to the satisfaction of the Engineer-in-charge a proof of the price of the earth used for the works having been fully paid to the owners of the land from which the earth was removed or of the matter having been amicably settled with them. The contractor shall also be liable to indemnify the Government against all claims made proceedings and actions taken by any person in respect of the price of the earth removed by the contractor from his land for the work against all losses, damages, cost and expenses which the Government may suffer or incur as a result of such claims.

**Clause 19 (a):** No labourer below the age of 12 years shall be employed on the work.

Labor

**Clause 19(b):** the contractor shall pay his labourers not less than the wages paid for similar work in neighborhood.

**Clause 20:** No work shall be done on Sunday without the sanction in writing of the Engineer in Charge.

Work on Sunday

**Clause 20 (a) :** In every case in which by virtue of the provisions of section 12, sub-section(1) of the Workman's Compensation Act,1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation so paid and without the prejudice to the rights of Government Under section 12, sub-section (2) of the Act, Government 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 Government to contractor whether under this contract or otherwise.

Contractor liable for payment of compensation to injured workmen or in case of death to his relations.

Government 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 Government full security for all costs for which, Government 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 Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan, requisite reward of advantage, pecuniary or otherwise; shall either directly or indirectly be given, promised or offered by the contractor or any of his servant or agents to any public officer or person in the employment of Government, in any relating to his office or employment, or any such officer, or person shall become, in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure, as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Works not to be sublet.

Contract may be rescinded & security deposit forfeited for subletting bribing or if contractor becomes insolvent.

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

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

**Clause 22 (a):** Any excess payment made to the contractor inadvertently or otherwise under this contract on any account whatever and any other sum bound to be due to Government by the contractor in respect of this contract or any other contract or work order or on any account whatever, may be deducted from sum whatever, payable by Government to the contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government.

Deductions of amounts due to The Government on any account whatsoever to be permissible from sums payable to a contractor

**Clause 23:** In the case of 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.

Changes in constitution of firm

**Clause 24:** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Work to be under direction of Superintending Engineer.

**Clause 25:** No claims for payment of an extraordinary nature, such as claims for a bonus for extra 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 and to the extent that the same shall have been expressly sanctioned by the Haryana Government under the signature of its Secretaries.

Claims for payment of an extra ordinary nature to be referred to Government for decisions.

**Clause 25 (a) :** If any dispute or difference of any kind whatsoever shall arise between the Governor of Haryana/ his authorized agent and the contractor in connection with or arising out of the contract or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion (ii) and whether before or after the termination, abandonment or breach of the contract, it shall in the first instance be referred to for being settled by the Executive Engineer-in-charge of the work at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor and subject to arbitration as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-in-charge as aforesaid, with all due diligence whether he or the Governor of Haryana/his authorized agent requires arbitration as hereinafter provided or not. If the Executive Engineer in charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer-in-charge of the work fails to convey his decision within a period of sixty days after being requested as aforesaid, the contractor may within further sixty days of the expiry of first sixty days from the date on which request has been made to the Executive Engineer in charge request the Engineer -in-Chief, that the matters in dispute be relevant to arbitration, as hereinafter provided.

2. All disputes or differences in respect of which the decision is not final and conclusive shall at the request in writing of either party made in a communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Superintending Engineer or Chief Engineer of Haryana P.H.E.D. to be nominated by designation by the Engineer-in-Chief, Haryana, P.H.E.D. at the relevant time. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant or that he had to deal with the matters to which the contract relates and that in the course of his duties as a Government servant, he had expressed in his visit on all or any of the matters in dispute. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In case the arbitrator nominated by the Engineer-in-Chief is unable or unwilling to act as such for any reason, whatsoever, the Engineer-in-Chief shall be competent to appoint and nominate any other Superintending Engineer or Chief Engineer, as the case may be, as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

3. It is also a term of this arbitration agreement that no person other than a person appointed by the Engineer-in-Chief, Haryana P.H.E.D. shall act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25,000/- (Rupees Twenty five thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.

4. The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counter-claims individually and that any lump-sum award shall not be legally enforceable.

5. The following matters shall not lie within the purview of arbitration :-

(a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Superintending Engineer and is being heard or/and has been finally decided by the Superintending Engineer in charge of the work.

(b) Any dispute in respect of substituted, altered, additional work/committed work/defective work referred by the Contractor for the decision of the Superintending Engineer in charge of the Work if it is being heard or has already been decided by the said Superintending Engineer.

(c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Government of Haryana and has been so decided finally by the Haryana Government.

6. The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

7. It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Executive Engineer in charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against the cost if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award :-

<b>Amount of Claims</b>	<b>Rate of security deposit</b>
(i) For claims below Rs. 10,000	2% of amount claimed.
(ii) For claims of Rs. 1,0,000 and above Rs.1,00,000	5% of amount claimed
(iii) For claims of Rs. 1,00,000 and above	10% of amount claimed.

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.

8. 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.

9. Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months :-

- (a) of the date of completion of the work as certified by Executive Engineer in charge, or
- (b) of the date of abandonment of the work, or
- (c) of its non-commencement within 6 months from the date of abandonment or written orders to commence the work as applicable or
- (d) of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/or its recession, or

of receiving an intimation from the Executive Engineer in charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive.

Whichever of (a) to (e) above is the latest.

If the matter is not referred to arbitration within the period prescribed above all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

10. It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first involving and completing the arbitration proceedings as above if the scope of the arbitration specified herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before a Civil Court. The pendency of arbitration proceedings shall not disentitle the Government to terminate the contract and make alternative arrangements for the completion of the work.

11. The arbitrator shall be deemed to have entered on the reference on the day he issues notices to the parties fixing the first date of hearing. The arbitrator may from time to time with the consent of the parties enlarge the initial time for making and publishing the award.

12. It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the arbitration Act, or any other latest law in force for the time being, Indian Arbitration and Reconciliation Act of 1996 shall be applicable on this contract.

**Clause 26:** Any fluctuations 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 Government, should the contractor fail to comply with the above requirement any excess or short charge on 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 e.g. 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. Similarly 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  
Railway Freight

**Clause 27:** The contractor shall be responsible for making his own arrangements for securing priorities and license for material and transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements for any of them.

**Clause 28:** In the case of any clause of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the P.H.E.D. specifications and in the event of there being no P.H.E.D. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where  
no specification

**Clause 29:** The Expression "work" or "works" 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 work by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Definition of  
work

**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 works to which the rates in the tender apply and also (2) the items of work to which rates exist in the Schedule of rates of the district.

**Clause 31:** The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

Executive Engineer

**ADDITIONAL CLAUSE**

**Clause 32:** The contractor states that he is not related to any of the officers employed by the Haryana P.H.E.D.

**Clause 33:** No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default the pit so dug will be filled in by the Department at the cost of the contractor.

**Clause 34:** Fair wage clause attached.

**Clause 35:** The contractor shall have to pay sales tax to Excise and Taxation Dept in accordance with the rules in force from time to time.

**Clause 36:** All payments for work done under this contract shall be made by cheque to the contractor. The work covered by this contract as shown on plans which have been signed by the contractor are annexed herewith.

**Clause 37:** Should the tenderer withdraw or modify his tender within three months from the date of opening of tender he is liable to be blacklisted and earnest money forfeited.

**Clause 38:** All royalty and compensation for building stone, bajri and stone metal etc. should be included in the rates to be quoted and is payable by the contractor.

**Clause 39:** The rates given are for the finished work inclusive of Excise, duty, Octroi charges, sales taxes, service tax etc.

**Clause 40:** It will be the responsibility of the contractor to ensure that the trees at the site of work and in the vicinity or their fruit etc are not damaged by his labour or agent. The cost of such damage, if any will be at the discretion of the Engineer-in-charge and shall be deducted from the bill of the contractor

**Clause 41:** The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-charge. He should also arrange, at his own expenses for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work, in case of his failure the same shall be provided by Government at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be binding.

**Clause 42:** Any material left on the site of work after one month from the date of completion of the work shall become the property of the Government and no payment shall be made for it.

**Clause 43:** The amount of the work can be increased or decreased according to the requirement of the department and no claim whatsoever on this account will be entertained.

**Clause 44:** The department reserve option to take away any items of the work or part thereof any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.

**Clause 45:** It is not obligatory to the contractor to employ labour through Employment Exchange but he may avail of the facilities offered by the Employment Exchange in case he wishes to do so.

**Clause 46:** No claim on account of fluctuation in prices due to war or any other cause will be entertained.

**Clause 47:** The contractor shall be liable to make good all damages caused by breakage from the moment the stores, pipes and fittings etc., are handed over to his charge.

**Clause 48:** No compensation whatever will be payable on account of any delay or default in the supply of material mentioned in the "List of material to be issued to the contractor", by the department and consequent delay in the execution of work.

**Clause 49:** The contractor will inform the C.M.O. about the employment of laborer on the work for carrying out Malaria surveillance.



**Clause 50:** No premium shall be payable on Non-schedule items, whether depicted in enclosed schedule of rates or not. Contractor will quote his separate rates as depicted on page No. 6 of the tender form.

**Clause 51:** Sales Tax/ Income Tax will be deducted from gross payment as per Govt. Instructions.

**Clause 52:** Labour cess Charges @ 1% will be deducted from gross payment.

Executive Engineer

Executive Engineer

**FAIR WAGES CLAUSES**

- (a) The contractor shall pay not less than fair wage to labour engaged by him on the work.  
**Explanation:** Fair Wage means wage whether for time or piece work notified at the time or inviting tenders of the work and where such wages have not been so notified, the wages prescribed by the Public Works Department, Building and Roads Branch, Haryana for the district in which the work is done.
- (b) The contractor shall notwithstanding the provisions of any agreement to the contrary caused to be paid fair wages to laborers 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 labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Haryana Public Works Department Contractor's Labour's Regulations made by Government from time to time in regard to payment of wages, period deductions from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of alike nature.
- (d) The Executive Engineer or Sub-divisional Engineer concerned shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, nonpayment of wages or deductions made from his or their wages, which are not justified by the terms of the contract for non observance of the regulations referred to in clause c above.
- (e) Vis-a-vis the Haryana Government, the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract.
- (g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors the authorities concerned should obtain a certificate from the contractors that he has made payment to all the workers connected with the execution of the work for which the payment is being made.
- (i) Contractors employing 50 or more workers on the site of a particular work should provide facilities of housing, latrines, water and light to their workers at their own expense.
- (j) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the latest. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid overtime wages at the double the ordinary rate of their wages calculated by the hour.

**HARYANA PUBLIC HEALTH ENGINEERING DEPARTMENT**  
**Contractor's Labour Regulations**

**1. Short title**

These regulations may be called Haryana (1) Public Works Department Contractor's Labour Regulations.

**2. Definition**

In these regulations, unless otherwise expressed or indicated the following words and expression shall have the meaning hereby assigned to them respectively, that is to say.

- i) Labour means workers employed by a Public Works Department contractors directly or indirectly a sub-contractor or other persons or by an agent on his behalf.
- ii) Fair wages means whether for item 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 Public Works Department for the district in which the work is done.
- iii) Contractor shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- iv) "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.

**3. Display of notice regarded wages etc.**

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain a clean and legible condition at conspicuous places on the work notice in English and in the Local Language spoken by the majority of the workers, giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, the Chief Engineer or Regional labour Commissioner as fair wages and the hours of work for which such wages are earned and a copy of such notices to the District Labour Welfare Officer.

**4. Payment of Wages**

- (I) Wages due to every worker be paid to him direct.
- (II) All wages shall be paid in current coin or currency or in both.

**5. Fixation of Wage Periods**

- (I) The contractor shall fix the wage periods in respect of which the wages shall be payable. In No wage period shall exceed one month.
- (II) No wage period shall exceed one month.
- (III) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last of wage period in respect of which the wages are payable.
- (IV) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of succeeding the one on which his employment is terminated.
- (V) All payment of wages shall be made on a working day except the work is completed before the expiry of the wages period in which case final payment shall be made within 48 hours of the last working day.

Notes — the terms working day means a day on which the work on which the labour is employed is in progress.

**6. Wages Book and Wages Slip etc.**

- (i) The contractor shall maintain a wage book of each worker in such a form as may be convenient but the same shall include the following particulars:-
  - (a) Rate of daily or monthly wages.
  - (b) Nature of work for which employed.
  - (c) Total number of days worked during each wage period.

Executive Engineer

- (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 from the wage.
- (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work. The wage slip shall contain all the particulars given in the wage book.
- (iii) The Executive Engineer may grant 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 50 persons on the work.

#### **7. Fine and deductions which may be made from wages**

1. The wages of workers shall be paid to him without any deduction of any kind except the following:

- (a) Fines.
- (b) Deductions for absence from duty viz., from the place or places where by the terms of his employment 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 Government may from time to time allow.
2. No fine shall be imposed on a worker and no deduction for damage or loss be made until the worker has been given an opportunity of showing cause against such fines or deductions.
3. The total amount of fine 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 the wage payable to him in respect of that wage period.
4. No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date in which it was imposed.

#### **8. Register of Fine etc.**

- i) The contractor shall maintain a Register of fine and of all deductions for damage or loss. Such Register shall maintain the reason for which fine was imposed or deduction for damage or loss was made.
- ii) The contractor shall maintain both in English and local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the acts and commissions for which penalty or fine may be imposed on workmen and display it in a good condition at a conspicuous place on the work.

#### **9. Preservation of Registers**

The wage book, the wage slips and the Register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

#### **10. Power of Labour Welfare Officer to make Investigation Enquiry**

The Labour Welfare Officer or any person authorised by the Government on their behalf shall have to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and provisions of these Regulations. He shall be investigating 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 authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission and commission of 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.

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## **12. Appeal against the decision of Labour Welfare Officer**

Any person aggrieved to the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Regional Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to Executive Engineer concerned but subject to such appeal the decision of the Labour Welfare Officer shall be final and binding upon the contractor.

## **13. Representation of Parties**

- (1) A workman shall be entitled to be represented in any investigation or inquiry under these regulations by:
  - (a) An officer of a registered Trade Union to which he is a member.
  - (b) An officer of Federation of Trade Unions to which the trade union referred to in clause (a) is affiliated.
  - (c) Where the worker is not a member of any registered union, an officer of registered trade union connected with, or by any other workman employed in the industry in which the worker is employed.
- (2) An employer shall be entitled to be represented in any investigation or inquiry under these regulations by:
  - (a) An officer of an association of employers of which he is a member.
  - (b) An officer of an association of employees to which the association referred to in clause (a) is affiliated.
  - (c) Where the employer is not a member of any association of employees by an officer of an association of employers connected with or by any other employer is engaged.

## **14. Inspection of Books/Register.**

The contractor shall allow inspection of Wage Book, the Wage Slips and Register of Fines and deduction to any of his workers or his agent at a convenient time and place after notice is received or to the Labour Welfare Officer or any other person authorized by the Government on his behalf.

## **15. Submission of returns**

The contractor will follow the contract labour (Regulation and Abolition Act 1970) and the contract labour (Regulations and Abolition Central Rule 1971) enforced by Haryana Labour and Employment Department Memo No. 12 (26-78-4- Labour dated 10-6-79).

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

## **16. Licensing of Contractor**

Every contractor who employs or who employed on any day of the proceeding 12 calendar months 20 or more workmen is covered by the Act and is required to obtain a license. The contractor should obtain the necessary license as required under section 12 of contract labour (Regulation and Abolition Act 1970) before commencing the work.

## **17. Amendments**

The Haryana Government may from time to time amend these regulations on any question as to application, interpretation or effect of these regulations; the decision of the Labour Commissioner to Haryana Government in that behalf shall be final.

### **Appointment of Arbitrator**

- (i) In so far as the Engg. Deptts. Are concerned, the Engineer-in-chief, Chief Engineer will make the appointment of Arbitrator at their own level, in the cases, where the cost of the work including interest does not exceed Rs.5.00 lacs in each individual cases. The case involving more than Rs.5.00 lacs shall be submitted to the Administrative Deptt. For final approval for such cases (involving more than Rs.5.00 lacs), the department shall, prepare a panel of Arbitrators and submit to the Administrative Department for final approval.
- (ii) In order to avoid unjustified benefit to the contractor/Agency two or three Arbitrators may be appointed for cases involving financial implication of more than Rs.5.00 lacs. The possibility of appointment of Arbitrator other than the office of Deptt. Concerned should not be ignored, especially in case of world Bank Project Works. The appointment of out-sided arbitrator in respect of the World Bank Project cases, keeping in view the merit and circumstances of the case may also be kept in view.

## GENERAL CONDITIONS OF CONTRACT

### 1. **Definition**

The term “work” means the complete scope of work covered in this DNIT as per the specification mentioned hereinafter which is being let out on contract. The term Superintending Engineer means the Superintending Engineer, Public Health Engg. Circle, Sirsa and the terms “Engineer-in-Charge” means the Executive Engineer, Public Health Engineering Division No.2, Fatehabad of the Haryana Public Health Engg. Deptt. under whose jurisdiction the work will be carried out from time to time. The term “Contractor” means the person or firm, whose tender for the work is accepted and the term ‘Contract’ means the contract covered by the contract agreement to be entered into by the said contractor for carrying out and completion of the said work with the Engineer-in-Charge.

### 2. **Consideration for contract and extent of Works:**

- a) The contract price payable to the contractor in respect of supply, erection, testing of commissioning of electric equipment and pumping machinery shall be the consideration for all and every description of work done, executed and performed in and about and incidental to the work described or mentioned in this schedule and in the drawings or be intended so to be whether the same shall be incidental or necessary to the ultimate completion or only for the temporary purposes of the said work or be required for carrying out of such precautions as the Engineer-in-Charge may require for the protection of the public, workmen and the work and also existing building etc., or as set out in the conditions of the contract. It also includes the supply, erection, testing and commissioning of electric equipment and pumping machinery complete in all respects.
- b) Commissioning of installation and civil works will be responsibility of the contractor.
- c) The contractor shall be fully responsible for making good the imperfection of any item of work executed under this agreement as per clause 17 of the contract agreement. The contractor shall repair items of work during maintenance periods.
- d) All the works executed under this work will be tested by the contractor at his own cost. The water retaining structure shall be tested for water tightness and hydraulic efficiency. The contractor shall be responsible for making good imperfection in water tightness and hydraulic efficiency.

### 3 (a) **Terms & conditions of payments:-**

Payment will be made as per actual work executed at site @ the accepted rates.

**(b) Release of security**

10% security including earnest money will be deducted from each running Bill of the contractor.

The deduction of security referred to the clause I of contract agreement, shall be released as per clause 7 (a) of the tender document after a period of 3 months after payment of final Bill of whole work.

**4. Possession of the Site :-**

The Engineer-in-charge shall, as soon as practicable, after the acceptance of the tender or the execution of the contract agreement as the case may be give possession of the site to the contractor for use of the site for the work covered by his contract so as to enable him to commence and continue the execution of the work included in his contract, but the non-delivery or use of such site or sites or any part thereof shall not affect the use of such contract or the specification and it shall not entitle the contractor to any increased allowance in respect of money or otherwise.

**5. Extension of Time Limit:-**

In case time extension is given as per clause 5 of the contract agreement nothing will be paid on account any reason what so ever it may be.

**6. Reinstatement/ Restoration:-**

All land, property, fencing likely to be disturbed or damaged during the execution of the contract work, shall be made good by the contractor at his own expense, to the satisfaction of the authorities and owners concerned.

**7. Contractor's responsibility for verification of site conditions:-**

The contractor shall be deemed to have satisfied himself as to the dimensions, levels, character and nature of all the works, buildings, roads lands, safe bearing capacity, spring level and other things with regard to any connection they may have with the works of the contract, and shall be deemed to have obtained his own information on all matters which could in any way influence his tender.

No claim for extra work or otherwise shall be allowed in consequence of any misunderstanding, error or incorrect information on any point or if any inaccuracies in reference thereto which may appear in the specification, nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

**8. Local Taxes:-**

All toll, octroi, terminal taxes, sale tax, VAT, excise duty, import duty or any other Municipal taxes shall be paid by the contractor on all tools & plants and materials imported or taken delivery by him including all goods and material delivered to him free on rail and those transported by him to the site of work from outside and he shall not be entitled to



reimbursement for any payments made on account of such octroi, or terminal tax charges. This applies to materials issued from stores of the Engineer-in-charge as well.

If any fresh tax of any kind is levied at any stage or any existing tax is subsequently enhanced after the date of the contractor's tender, the same shall be paid by the contractor and no extra allowances shall be given to him by reason of such fresh or enhanced taxes, octroi, terminal tax or other having been levied.

**9. Import license and Foreign Exchange:**

Import license and foreign exchange, if required, will have to be arranged by the successful tenderer himself and this is solely his responsibility.

**10. Services and Notices on the contractor:-**

Any notice, order, required or instruction which the Engineer-in-charge may wish or require to give in relation to works, shall be deemed to be duly served on the contractor, if recorded in the order book kept on the work, or if it shall be delivered personally to the contractor or any of his agent or sent by post to his office, and notice of such office and any change of contractor's address shall be given by the contractor to the Engineer-in-charge in writing and got recorded in the agreement.

**11. Work executed outside working hours:-**

If the contractor executes any works outside ordinary working hours during the absence of the Engineer-in-charge or his authorized representative and without having previously given him sufficient notice in writing that such work was about to be executed he will be required to take up and reconstruct any work so executed, if ordered to do so by the Engineer-in-charge in writing under his hand. No payment shall be payable for the work dismantled.

**12. Engineer-in-charge, and his Assistants or third party nominated by Engineer to have access to work and store:-**

The Engineer-in-charge his Assistant Engineer, Junior Engineer, Inspection Mistries, Munshies, Inspectors and all other persons authorized by him shall have full access to the works and the contractor's workshop and factories, stores, brick fields, godowns and all other places where work is being prepared or materials are collected or stored for the works and shall have full power to send workman upon the work to execute any other works not included in the contract and for those operations the contractor shall afford every reasonable facility during the working hours, provided that such operation shall be carried on in such manner as not to impede the progress of the work included in the contract, but the department shall not be held responsible for any damage which may happen to be occasioned by any such other works.

The Engineer-in-charge can opt for third party inspection other than Deptt. in addition to inspection by deptt. Staff started above. The third party would inspect the work or material during its execution to ensure execution of work as per specification/agreement and also quality control i.e drawal of samples, testing & other items etc. the report of the same would be submitted to Engineer-in-charge by the third party. The agency/contractor shall be found by report of third party inspection and shall remedial measures for execution of work as per specification. In case samples fail, the testing charges will be recovered from contractor.

Quality check register will be maintained at site and regular sampling of work executed every month shall be recorded in the same.

13. **Interference with or damage to other works: -**

The contractor shall not cause any interference with the work of any other contractor engage for the construction at site of work and shall take all due precautions to prevent his work people from causing the damage to the work of other contractor while in course of execution of the work covered in the scope of work and otherwise.

14. **Location: -**

The location of the site of work can be changed subsequently and no extra payment will be admissible to the contractor.

15. **Inspection of Material :-**

Before supply of material likes SW pipes, inspection will be carries out by the Engineer-in-charge or the authorized representative at the factory premises. A proper inspection note will be issued for any material ordered to be inspection by Engineer-in-charge at the premises of its production.

16. **General**

The contractors shall be responsible for arranging and executing the work of centering scaffolding, staffing, planting, timbering, strengthening, shoring, pumping fencing, watching and lighting at night as well as by day. The contractor shall himself provide huts, sheda or godowns for sale storage of material and for labour etc.

The contractors shall be responsible for arranging and executing the work of centering scaffolding, staffing, planting, timbering, strengthening, shoring, pumping fencing, watching and lighting at night as well as by day. The contractor shall give necessary proposal superintendence during the execution of the work and as long thereafter the Engineer-in-charge any consider necessary.

17. **Cement**

The cement will be arranged by the Contractor/ Society/Agency/ Firm at his own level. The cement shall be either ordinary Portland 43 grade of Puzzolana Portland Cement,

duly ISI marked & confirming to ISI: 8112 with latest amendments. The cement manufactured by Mini cement plant shall not be used or Puzzolana Portland Cement duly ISI marked & confirming to ISI: 8112 with latest amendments. The cement manufactured by Mini cement plant shall not be used.

The cement and steel shall be purchased from authorized Distributor or Manufacturer or Authorized Dealer and the brand will be JK Gujral Ambuja. A.C.C., SHREE or BIRLA

The cement arranged by the Contractor/ Agency will be brought at site and shall be kept in the store maintained at site, provided with dual locking system i.e. 1<sup>st</sup> Key of lock with representative of the department and 2<sup>nd</sup> key of lock with authorized representative of agency.

The contractor/ agency will inform the Executive Engineer/ Sub Divisional Engineer for the quantity of the cement brought at site with bill/Challan in the name of that agency before using the same and Executive Engineer –in-charge or his authorized representative may check the actual receipt of cement at site.

The Engineer-in-Charge or his authorized representative may, if need be, also send the cement for testing to any Government Lab/ reputed Lab. The sample of the cement will be collected as per BIS specifications in the presence of the Contractor/ Agency or his authorized representatives. In case the cement is found as per ISI specifications then the cost of testing will be borne by the Department, but in case the cement sample fails to meet the BIS requirements, then appropriate action as per contractor agreement will be taken. The cost on the testing of cement along with any loss caused to government shall also be recovered from the contractor/ agency and no claim in this respect will be entertained.

The stock of cement at site shall not be more than one-month consumption and only sufficient quantities shall be kept to ensure continuity of the work.

The cement consumption register showing date of cement brought at site by the contractor/ agency and its day-to-day utilization will be maintained. The said register shall be open to inspection by representatives of the Engineer-in-Charge during his visit at site. The consumption and receipt of cement in the register shall be initiated jointly by the authorized representative of the contractor/ agency and representative of Engineer-in-charge. The said register will be issued by office of concerned Sub Divisional Engineer under his dated signature for each agreement separately. The register will also contain the columns for work executive against the cement issued.

## **18. Water**

All water to be used on the work shall be clear fresh water to be obtained from a source to be approved by the Engineer -in-charge. It shall be entirely free from brackish salts, alkalis, acid, mineral impurities and conform to clause 4.3 of IS 456-2000 and shall be stored and carried in clear tanks and vessels.

The contractor shall provide at his own expense at all-time supply of water for all purposes to the full satisfaction of the Engineer-in-charge and shall pay all charges, in case of government water supply.

Executive Engineer

**19. Cement Concrete**

All mixes shall be as per IS 456-2000 with latest amendments and IS 3370- 1965 (part I to IV latest addition). In the reinforcement cement concrete for water retaining structures, the grade of cement concrete shall be as per specifications.

The concrete shall conform to IS 456-2000 ordinary grade and described in 5.33 and shall be subject to such test as specified in the above slandered.

All cement concrete used in RCC work shall be poured by mixing in a mechanical mixer and shall be compacted with mechanically operated vibrators to be arranged by the contractor at his own cost and charges.

The Engineer-in-Charge may require a reasonable number of tests to be made on the concrete during the progress of work, not less than 2 standard specimen shall be made for each test. The specimen shall be cured under field conditions. The cost of testing shall be borne by the contractor.

If the specimen fails to comply with the requirements set out in I.S. 456 above, the Engineer-in-Charge will have the right to order the demolition such work as he may think have been carried in weak concrete at the cost of the contractor and no payment shall be made for the faulty construction. The method of making work cube test shall be according to that given in I.S. 456-2000 with latest amendments read with I.S. 516-1959. the Engineer-in-Charge shall have the right to order the test of any material used in RCC work to determine their suitability for the purpose. The cost of all such tests shall be borne by the contractor. All the faulty materials so found shall be removed from the site of work by the contractor at his own cost within the period specified by the Engineer-in-Charge.

**20. Mode of construction**

The R.C.C. shall be cast monolithic with supporting beams steel shuttering and forms must be substantial and of unyielding built to correct dimensions and water tight to the entire satisfaction of the Engineer-in-charge so as to preserve the concrete from damage or distortion during setting and till removal of Shuttering of all visible faces must be of steel or plywood.

All reinforcement shall be as per detailed drawings and calculation duly approved by the superintending Engineer. The contractor shall be responsible for the accurate fixing of the reinforcement and shall not place any concrete until the reinforcement has been inspected in position and approved by the Engineer-in-charge. The contractor shall take full precaution to prevent the displacement of reinforcement during concreting.

**21. Test of Water Tightness of the Structure.**

The RCC Structure shall be absolutely watertight. No sweating shall take place after a period of 20 days of the tank being filled up to the full supply level and kept to full during the above period. The maximum fall in the water level including that occasioned evaporation shall

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not be more than 6mm after 48 hours during the winter and 12mm during the summer. All works required to fulfill the test shall be carried out by the contractor at his own risk & cost. No back filling of earth shall be allowed till testing of tank is done.

**22. General**

The contractor shall provide all tools and gauges for erection and alignment. The contractor for the purposes of erection shall employ, at his own cost, suitable lifting shackles, cranes and skilled men, to the satisfaction of the Engineer-in-Charge. The contractor shall himself provide huts and sheds or godown for storage of his materials and labour etc.

The contractors shall be responsible for arranging and executing the work of centering scaffolding, staffing, planting, timbering, strengthening, shoring, pumping fencing, watching and lighting at night as well as by day.

Final alignment, as specified by the manufacturer, shall be carried out after piping connections are made. Tolerances specified by the manufacturer shall be added to ensure that no stresses are induced on the pumps by piping.

- 23.** Wherever a reference to any Indian standard appearing in this schedule, it shall be taken to mean the latest version of the standard till date of the receipt of tenders with latest amendment.
- 24.** The Superintending Engineer/ Engineer-in- Charge shall have the option to change the location of any structures. The contractor shall have no claim whatsoever for such change.

**AFFIDAVIT**

I \_\_\_\_\_ son of Shri \_\_\_\_\_ caste \_\_\_\_\_ resident of \_\_\_\_\_ District \_\_\_\_\_ contractor partner or share Holder (Strike out the words which is not applicable) of firm or contractor hereby declare and solemnly affirm as under:

1. That the person/firms black listed by Haryana Govt. / Govt. of India from time to time never had any connection or interest in any business.
2. That the said persons/firm do not have any subsisting interest in my business.
3. That the said person/firm are not the employee of my firm and are not in any way connected with my business.

**Deponent****Witness****Dated:-**

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

**Deponent****Witness****Dated:-**

Executive Engineer

### DECLARATION BY THE CONTRACTOR

1. I/we \_\_\_\_\_ have read the general and special conditions of the contract, which are appended to the Bid and I/We \_\_\_\_\_ agree to the conditions laid therein if the contract is awarded to me/us.
2. I/we have also read the specifications, studied the drawings, and understood the scope of works included in the Bid and to be executed to us.
3. I/we have visited the site of works and am/are well acquainted with the local practices, availability of the material and labour and their prevailing market rates.
4. I/we agree to abide by the departmental rules regarding deduction made in the bills like income tax, sales tax, and security deposit etc.
5. I/we have noted the issue rates and conditions of supply of departmental materials.
6. I/we do not ask for revision of rates due to any escalation in rates of material or labour in the rates quoted by me/us in this offer throughout the period of construction and completion of the work.
7. I/we undertake to complete the works and handover the works, within the stipulated/allotted time for the completion of the works in good workman like manner.
8. I/we keep the validity of our offer for 90 days from the date of opening of the Bid.
9. I/we stand guarantee for the repair of the works to the full satisfaction of the department during the maintenance period.
10. I/we have no doubts or unclear ambiguities regarding the specifications, details in the drawings, scope of the works and have fully understood our responsibilities in executing and completing the works to the full satisfaction of the department.
11. We shall commence the work on site with in \_\_\_\_\_ from the award of work. The contractor commence construction operation on site within \_\_\_\_\_ days thereafter except as may be expressly sanctioned or ordered by the employer or be wholly beyond the contractor's control.
12. I/we have based our Bid rates having the full knowledge of the statement and facts.

Place \_\_\_\_\_

Signature \_\_\_\_\_

Dates \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Executive Engineer

## 2.17 PERFORMANCE GUARANTEE

That I, ..... (Name and address of the contractor) as principal here-in-after called Contractor, guarantee to the following:

Aug. Sewerage Scheme Tohana Town District Fatehabad "Providing & Laying, Jointing Testing of SW pipe sewer construction of manhole chambers complete in all respect and all other works contingent thereto" Under ESP (In Punjabi Basti Chandigarh Road Tohana Town)

**App. Cost. 133.00 Lacs**

1. As per the tender documents & approved by the Engineer-in-charge.
2. The contractor agrees that the entire works & its components shall be successfully tested to achieve the desired performance result to the satisfaction of the Engineer-in-charge.
3. If the plant does not given desired performance the contractor shall correct the same to such level at his own cost at first notice served upon him in writing by the Engineer-in-charge. In case the contractor fails to execute the corrective measure, the Engineer-in-charge will be at liberty to get the shortcomings rectified at the risk and cost of the contractor
4. The contractor agrees that the approval of design and drawing by the Engineer-in-charge does not absolve the contractor from any of his responsibility to the soundness and satisfactory performance of the structure and it's functioning.
5. That the contractor guarantees against any construction or manufacturing defect due to faulty workmanship for a period of 15 month from the date of commissioning of the work. During this period the contractor will repair the faulty work to the satisfaction of the Engineer-in-charge at no extra cost to the department.
6. The contractor agrees to deposit the security and deduction of contract value to the Public Health Engineer Department & the same will be deposited & returned as on page No. \_\_.



### NOTES

- 1 The work will be carried out strictly in accordance with the PWD book of specification 1990 edition, which will form a part and parcel of this contract agreement
- 2 In this contract schedule of rate, only essential portion of item have been written but it will deem to cover the entire item as described fully in the Haryana PWD schedule of rates 1988 edition
- 3 The Engineer-in-Charge shall be entitled to order work against any item of work shown in this contract schedule of rates here in after called the schedule to any extent and without any limitation, what so ever, required in his opinion for the purpose of work is respective of the facts that the quantities are omitted altogether, thereof, if shown more or less than the work ordered to be carried out.
- 4 The rate for any item of work not provided in the Haryana PWD schedule of rates 1988 but executed at site will be decided by the competent authority and the decision will be binding upon the contractor.
- 5 All the items in the contract schedule of rates are subject to the foot note & notes as given in the Haryana PWD. schedule of rates 1988 regarding these items.
- 6 Approximate quantities have been given in the contract schedule of rates and these can vary at the time of execution of work. The payment will however, be made for the actual work done by the contractor. No extra claim, what so ever, will be admissible to the contractor on a/c of variations, addition, deletion of any item over the quantities depicted in this contract schedule of rates
- 7 All the amendment issued on Haryana PWD schedule of rate 1988 up to the date of opening of tender will be applicable to this contract schedule of rate
- 8 Any other item not included in this contract schedule of rates and got done at site of work will be paid according to the Haryana PWD. Schedule of rate 1988 edition subject to the premium or discount tendered by the contractor
- 9 No claim will be entertained from the contractor in case any omission in description, rates & units which might have occurred in any of these items taken in this schedule, while comprising this schedule on account of typing or over writing . In case of any error, the same shall be rectifiable at any stage as per Haryana PWD. Schedule of rates along with the amendments on the same received from time to time
- 10 The premium should be quoted above or below ceiling rates and no condition shall be given. In case any condition is tendered, this will be considered as null and void and only the premium tendered will be accepted. In case any tenderer refuses to accept the above

Executive Engineer

afterwards, his earnest money will be forfeited.

- 11 The contractor shall submit the test certificate of the steel brought by him to site of work . Also the sample of steel may be got tested by the Engineer-in-charge.  
The steel shall be ISI marked of Fe 500 of IISCO, RINL, SAIL, TISCO.
- 12 No premium shall be payable on Non -Schedule items.
- 13 Inspection of SW pipes manhole cover & frames/steel bar embedded plastic steps will be carried out by the Engineer-in-Charge or his representative before the same are brought at site for use. SW pipes will be confirming to all the tests including optional test as per IS-651-1992 with up to date amendment.
- 14 The measurement of SW pipes sewer will be done by at least 2 Nos. JE's or SDE's to be nominated by Engineer-in-Charge.
- 15 Each manhole cover and frame shall have the trade mark of manufactures, month and year along with class and work and shall be ISI marked.
- 16 All taxes, such as royalty , Municipal tax, octroi charges , forest tax and other kind of taxes shall be paid by the contractor and are included in the rate quoted by the contractor. Separately for which no premium will be allowed
17. The work of providing and fixing will be executed only if material is not available in Reserve Stock P.H. Division No.2 Fatehabad, otherwise the same may be got executed on labour rates as per HSR.
18. The cement will be arrangement by the Contractor/Society/Agency/Firm at his own level. The cement shall be ordinary Portland-43 grade, duly ISI marked & confirming to ISI 8112 with latest amendments. The cement manufactured by Mini Cement Plant shall not be used.
19. The Cement shall be purchased from authorized Distributor or Manufacture or Authorized Dealer. JK Gujrat Ambuja ACC Shree or Birla.
20. The Cement arranged by the Contractor/Agency will be brought at site and shall be kept in the Store Maintained at site, provided with dual locking system i.e one key of Deptt. and 2<sup>nd</sup> key of lock with representative of agency.
21. The contractor/agency will inform the Executive Engineer/Sub Divisional Engineer for the quantity of the cement brought at site with Bill/Challan in the name of that agency before using the same and Executive Engineer in charge or his authorized representative may check the actual receipt of the cement at site.
22. The Engineer-in-Charge or his authorized representative may , if need be also send the cement for testing to any Govt. Laboratory/Reputed Laboratory The sample of the cement will be collected as per BIS specification in the presence of the Contractor/Agency or his authorized. In case the cement is found as per ISI specification then the cost of testing will be borne by the Deptt., but in case the cement sample fails to meet the BIS requirements, then

appropriate action as per Contract Agreement will be taken. The cost on the testing of cement along with any loss caused to Govt. shall also be recovered from the Contractor/Agency and no claim in this respect will be entertained.

23. The stock of Cement at site shall not be more than one month consumption and only sufficient quantities shall be kept to ensure continuity of the work.
24. The cement/steel consumption register showing date of cement brought at site by the Contractor/Agency and its day-to-day utilization will be maintained. The said register shall be open to inspection by representative of the Engineer-in-Charge during his visit at site. The consumption and receipt of cement in register shall be initialed jointly by the authorized representative of the Contractor/agency and representative of Engineer-in-Charge. The said register will be issued by office of concerned Sub Divisional Engineer under his dated signature for each agreement separately. The register will also contain the columns for work executed against the cement issued.
25. Quality check register will be maintained at site and regular sampling of work executed every month shall be recorded in the same.
26. The material to be used by the firm will be ISI marked conforming to relevant ISI. Specifications with latest amendments.
27. The Public Health Engg. Deptt reserves the right of negotiation as per policy approved by the state governor with the tenders in case the prices quoted are felt to be on higher side or otherwise. The negotiation will be carried out with 1<sup>st</sup> lowest contractor.
28. The Engineer-in-Charge will opt for 3rd party inspection other than Department. In addition to Inspection by Departmental staff. The 3rd party would inspect the work during its execution to ensure execution of work as per specifications/ agreement and also quality control i.e. drawl of samples, testing & other items etc. The report of the same would be submitted to Engineer in Charge by the 3<sup>rd</sup> party inspection and shall take remedial measures for execution of work as per specifications in agreement. The inspection and sample testing charge will be borne by the Department.
29. The contractor will dispose of the excavated surplus soil, at his own cost to a place as directed by the Engineer-in-charge, but shall be all means clear the site from the extra earth. No. extra lead, lift, wet earth, loading, unloading and carriage will be paid to the contractor who will have no claim on the same at any time later. Further the contractor will quote his rate into account the effect of the surplus earth which will be disposed of by him at his own cost.

Executive Engineer,  
Public Health Engg. Division,  
No.2 Fatehabad

Executive Engineer

DNIT									
Name of Work:		Aug. Sewerage Scheme Tohana Town District Fatehabad "Providing & Laying, Jointing Testing of SW pipe sewer construction of manhole chambers complete in all respect and all other works contingent thereto" Under ESP (In Punjabi Basti Chandigarh Road Tohana Town)							
							App. Cost Rs.	133.00	lacs
Sr. No.	Item No.	Description	Qty.	Unit	Rate	Amount	C.P	Amount with C.P	Total Amount
<b>(Part - I HSR Items)</b>									
1	6.10	Excavation of trenches in streets lanes in open areas for storm sewer ,sewers running by gravity and manholes to full depths as shown in drawings including shoring, timbering of poling board, frame system type dressing to correct sections and dimensions, according to templates and levels, dewatering, provision for diversion of traffic, cutting trees and bushes, etc. night signals, profiles, pegs, sightrails, boning roads, crossing over trenches for access to the houses,watching and maintenance of coution boards, refilling of trenches watering of refill in 15 cm layers, ramming and restoration of unmateded and removal of surplus soil from site of work , upto a lead of 1 K.M in ordinary soil							
		i) Without timbering & shoring for depth of excavation not exceeding 3 meters below ground level	7300	100 Cum	1189.00 ( 1919 - 730)	86797	370%	321149	407946
	(a)	For depth of excavation not exceeding 3 mtr. below ground level (With Shuttering)	11250	100 Cum	1919.00	215888	370%	798786	1014674
	(b)	For depth of excavation exceeding 3.00 Mtr but up to 4.50 Mtr.(With shuttering)	1900	100 Cum	2114.00	40166	370%	148614	188780
	(c)	For depth of excavation exceeding 4.50 Mtr but up to 6.00 Mtr.(With shuttering)	480	100 Cum	2529.00	12139	370%	44914.3	57053
3	8.28	Dismantling brick or flagged stone slab flooring without concrete base.	2500	Sqm.	1.70	4250	550%	23375	27625
4	10.38	Cement Concrete 1:4:8 with stone aggregate 20 mm nominal size in foundation & plinth.	680	cum	420	285600	450%	1285200	1570800
5	10.39	Cement Concrete 1:4:8 with stone aggregate 40mm nominal size in foundation & plinth.	260	cum	403.10	104806	450%	471627	576433
6	10.41	Cement Concrete 1:2:4 with stone aggregate 20 mm nominal size in foundation & plinth.	125	cum	615.60	76950	450%	346275	423225
7	10.82+ 10.95(a)	Cement Concrete 1:1 <sup>1</sup> / <sub>2</sub> :2:3 with stone aggregate 20 mm nominal size for reinforced concrete work in slabs with inclination not exceeding 25° with horizontal, excluding steel reinforcement but including centering and shuttering, laid in position complete in all respect.	115	cum	997.90± <u>86.90108</u> 4.80	124752	450%	561384	686136
8	11.3+ note	1st class brick work laid in cement sand mortar 1:5 in foundation & plinth	1050	cum	407.60	427980	600%	2567880	2995860
8	15.3	12 mm thick cement plaster 1:2	2210	Sqm	16.60	36686	500%	183430	220116
9	15.75	Cement rendering on plaster 1mm thick	2210	Sqm	4.25	9393	500%	46965	56358
10	18.22	Fe 500 EQR TMT steel brass for RCC works, where not included in the complete rate of RCC including bending, binding and placing in position complete.	115	Qtl.	917.05	105461	500%	527305	632766

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10	24.37	Dismantling of road including soling and wearing coat, screening and stacking of old serviceable material complete in all respect.	1800	100 Sqm	296.70	5341	370%	19762	25103
11	29.28	Providing and fixing steel Bar embedded plastic steps of size 263 mm x 165 mm of orange color, conforming to specifications in pump chamber, manholes etc, having minimum 3mm thick polypropylene polymer confirming to IS 10910 encapsulated on 12 mm dia ribbed steel bars per IS 1786.	1950	Each	90.00	175500	0%	0	175500
12	29.43	Extra over the rate laid down in this schedule for cement concrete work for making and finishing benching and complicated floor work in manholes including formation of channels and bulldozing and smooth finishing the surface accurately to templates.	350	P/Sqm benching and flooring surface measured horizontally	12.50	4375	120%	5250	9625
14	29.94	Providing and fixing SFRC MANHOLE COVERS AND FRAMES MARKED WITH IS : 12592 including setting the same at correct lines and levels in 1:2 cement sand mortar over manhole including carriage loading unloading stacking handling re-handling etc. complete in all respect to the satisfaction of Engineer-in-Charge.							
		Type: Extra Heavy Duty Set(HD-20)-560 mm Clear opening	100	Each	1100.00	110000	5%	5500	115500
		Type: Extra Heavy Duty Set(HD-35)-560 mm Clear opening	140	Each	1200.00	168000	5%	8400	176400
15	29.95	Providing Salt Glazed Stone Ware pipes Grade "A" in standard length of 600 mm each pipe marked with IS;651 and their lowering, cutting, jointing and testing as described in HSR items no. 29.38, 29.39, 29.40 including the cost of jointing materials as well as carriage loading, unloading stacking handling, re-handling etc. complete in all respects to the specification of Engineer-in-charge							
		<b>200 mm i/d</b>	5065	Mtr.	253.00	1281445	5%	64072	1345517
		<b>250 mm i/d</b>	420	Mtr.	386.00	162120	5%	8106	170226
		<b>300 mm i/d</b>	210	Mtr.	560.00	117600	5%	5880	123480
		<b>400 mm i/d</b>	1222	Mtr.	1428.00	1745016	5%	87251	1832267
16	10.159	Providing and laying 80 mm thick interlocking paver blocks of all shapes and colors in design mix cement M-35 over a bed of 30mm thick fine sand complete in all respect	6500	Sqm	65.00	422500	10%	42250	464750
								<b>Total</b>	<b>13296140</b>

Say Rs. 133.00 Lacs

Size wise Length			
Sr.	Name of	200 mm i/d SWP Sewer	Average Depth (In Mtrs.)

Executive Engineer

no.	Point	Length as per Depth (In Mtrs.)								
		1.25-3.00	3.00-4.50	4.50-6.00	6.00-7.50	1.25-3.00	3.00-4.50	4.50-6.00	6.00-7.50	
1	C2-C1	457	---	---	---	2.31	---	---	---	
2	C1-C	---	214	---	---	---	4.27	---	---	
3	C3-C1	---	490	---	---	---	3.37	---	---	
4	A-B	270	---	---	---	1.14	---	---	---	
5	B-C	252	---	---	---	1.70	---	---	---	
6	S-T	70	---	---	---	1.40	---	---	---	
7	T-U	90	---	---	---	2.12	---	---	---	
8	U-V	215	---	---	---	2.09	---	---	---	
9	V-W	140	---	---	---	2.14	---	---	---	
10	W-X	340	---	---	---	2.19	---	---	---	
11	X-R	20	---	---	---	2.35	---	---	---	
12	F-G	286	---	---	---	1.91	---	---	---	
13	G-H	210	---	---	---	2.26	---	---	---	
14	H-I	---	362	---	---	---	3.2	---	---	
15	I-E	---	---	152	---	---	---	4.88	---	
16	H1-H	230	---	---	---	1.61	---	---	---	
17	J-K	230	---	---	---	1.92	---	---	---	
18	K-L	190	---	---	---	2.63	---	---	---	
19	L-I	122	---	---	---	2.83	---	---	---	
20	W1-W2	340	---	---	---	1.96	---	---	---	
21	W2-W1	75	---	---	---	2.15	---	---	---	
22	M-N	310	---	---	---	1.64	---	---	---	---
	<b>Total</b>	<b>3847</b>	<b>1066</b>	<b>152</b>	<b>0</b>	<b>36.35</b>	<b>10.84</b>	<b>4.88</b>	<b>0</b>	<b>0</b>
						1.65	3.61	4.88		

G.Total 3847 + 1066 + 152 = 5065 Mtrs

Size wise Length										
Sr. no.	Name of Point	250 mm i/d SWP Sewer				Average Depth (In Mtrs.)				
		Length as per Depth (In Mtrs.)								
		1.25-3.00	3.00-4.50	4.50-6.00	6.00-7.50	1.25-3.00	3.00-4.50	4.50-6.00	6.00-7.50	
1	C-D	---	420	---	---	---	3.78	---	---	
	<b>Total</b>	<b>0</b>	<b>420</b>	<b>0</b>	<b>0</b>	<b>---</b>	<b>3.78</b>	<b>0</b>	<b>0</b>	<b>0</b>

Executive Engineer

300 mm i/d SWP Sewer										
1	D-E	---	---	210	---	---	---	4.65	---	
	<b>Total</b>	<b>0</b>	---	<b>210</b>	<b>0</b>	---	---	<b>4.65</b>	<b>0</b>	

400 mm i/d SWP Sewer										
1	E-R	---	---	400	---	---	---	4.88	---	
2	R-Q	---	70	---	---	---	4.40	---	---	
3	Q-P	---	---	320	---	---	---	4.86	---	
4	P-O	---	---	45	---	---	---	5.24	---	
5	O-N	---	---	155	---	---	---	5.32	---	
6	N-IPS	---	---	232	---	---	---	5.43	---	
	<b>Total</b>	<b>0</b>	<b>70</b>	<b>1152</b>	<b>0</b>	<b>0</b>	<b>4.40</b>	<b>25.73</b>	<b>0</b>	
							Average	4.40	5.14	