

## PRESS NOTICE

### **Public Health Engineering Department, Haryana Public Health Engineering Division Ambala Cantt 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 : Ambala City Town, Providing & installing One No. tubewell in New Officer's Colony (in lieu of failure tubewell) "Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)

SNo. of work	Estimated Cost	Time Limit	Earnest Money	Tender Document Fee
1	Rs 14.55 lacs	2 Month	Rs. 29100 lacs	Rs. 5000/-

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.  
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 Ambala Cantt

**PUBLIC HEALTH ENGINEERING DEPARTMENT, HARYANA**  
**PUBLIC HEALTH ENGINEERING DIVISION, AMBALA CANTT**  
**NOTICE INVITING TENDER**

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

Ambala City Town, Providing & installing One No. tubewell in New Officer's Colony (in lieu of failure tubewell) "Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)

<b>SNo. of work</b>	<b>Estimated Cost</b>	<b>Time Limit</b>	<b>Earnest Money</b>	<b>Tender Document Fee</b>
<b>1</b>	Rs 14.55 lacs	2 month	Rs. 29100 lacs	Rs. 5000/-

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. 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 Ambala Cantt bank account No. 911010043579745 in Bank name Axis Bank Ltd. Jeevan Jyoti Building, LIC Office, JLN Marg, Jagadhri Road, Ambala Cantt & Bank IFSC CODE UTIB0000432**. 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. **911010043579745**
- c) Name of the Bank **Axis Bank Ltd.**
- 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.

4. The tender shall be submitted by the bidder in the following two separate envelopes 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 ‘C I’ 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 Ambala.
- 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 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 Ambala Cantt

**Endorsement No.**

**Dated**

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

- (1) Deputy Commissioner, Ambala
- (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 Ambala Cantt

## 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.**

### **Eligibility Criteria**

Open to all agencies enlisted with Department / Board / Corporation of Central Govt. any State Government fulfilling the following criteria :-

- (i) Average Annual financial turnover during the last 3 years, eliding 31<sup>st</sup> March of the previous financial year, should be at least 30% of the DNIT cost.
- (ii) Experience of having successfully complete similar works during last 7 year ending last day of month previous to the one in which application invited should be either of the following :-
  - (a) Three similar completed work costing works costing not less than the amount equal to 40% of the DNIT cost.  
or
  - (b) Two similar completed work costing works costing not less than the amount equal to 50% of the DNIT cost.  
or
  - (c) One similar completed work costing works costing not less than the amount equal to 80% of the DNIT cost.

Executive Engineer  
Public Health Engg. Division  
Ambala Cantt

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**PUBLIC HEALTH ENGINEERING  
DEPARTMENT**

AMBALA DIVISION,  
AMBALA CIRCLE,  
HARYANA

**Tender for** “Ambala City Town,Providing & installing One No. tubewell in New Officer’s Colony (in lieu of failure tubewell) “Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)

**(Tender Cost – Rs. 14.55 lacs)**

**Invitation for Bid and Standard Form of Agreement**

**1. Invitation for BID**

**The Executive Engineer, PWD, PH Division Ambala Cantt**

**Estimated Cost: - 14.55 Lacs.**

**NATIONAL COMPETITIVE BIDDING**

**Bid No.**

**Date of Receipt: -**

1. **The Executive Engineer, PWD PH Engineering Division Ambala Cantt** for and on behalf of Governor of Haryana invites sealed bids under **National Competitive Bidding (NCB)** from eligible Bidders for the following works: -

**“Tender for “Ambala City Town, Providing & installing One No. tubewell in New Officer’s Colony (in lieu of failure tubewell) “Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)**

**(Part I, II & III).**

1. The bidders shall submit their technical bid and shall quote their rates separately for the same as per requirement given in Part III of Bid Documents.
2. The total period of successful completion of this entire work and its commissioning is 12 months from the date of receipt of the letter of award of contract.
3. Interested eligible Bidders may obtain any further information in respect of the Bidding Documents at the office of: - **The Executive Engineer, PWD, PH Engineering Division Ambala Cantt.**
4. The scope of work includes Designing, Construction, Supply, Erecting, Commissioning, Operating & Maintenance for a period of 1 years after defect liability period of the entire work on turnkey basis on design, technical specification, parameters given in the bid documents at Ambala Cantt Town & other details as below.
- 5.
6. Bid Documents for this entire works can be obtained on all working days up to 04.06.2012.on payment of non-refundable fees and incidental expenses/ postage where applicable as given below from the office of the Executive Engineer, PWD, PH Division, Ambala Cantt.  

Any clarification on Bid Documents to be sought from the office should be given in writing before 11.10.2012.
7. The fees may be paid in Cash or by way of a Demand draft in favor of the Executive Engineer, PWD, PH Division, Ambala Cantt; payable at Ambala Cantt.

The Bid Documents will be posted if expressly so desired by a prospective Bidder at his risk of delays or loss in transit, on payment of postage and incidental charges in advance.

7. The Bid documents shall be issued to those intending eligible contractors only, who will deposit the Deposit at Call (DAC) of requisite amount of earnest money duly pledged in the name of Executive Engineer, PWD, P. H. Division Ambala Cantt drawn on any Nationalized Bank payable at Ambala Cantt.

8. The Bidding Documents are non-transferable.

9. Two copies of completed Bid Documents one copy marked) "ORIGINAL" and the other "DUPLICATE" must be submitted in sealed envelopes so as to reach at address given in Para 5 by 3.00 P.M on 04.06.2012 No bid shall be entertained thereafter under any circumstances.

10. The Bidder has to submit his offer in two parts in three separate sealed envelopes as follows: -

**Envelope-A**

Envelope 'A' shall be super scribed as 'Application & DAC' containing details regarding eligibility of the contractor to participate in the tender process and DAC (Deposit At Call) of requisite amount of earnest money duly pledged in the name of Executive Engineer, Public Health Engineering Division Ambala Cantt drawn on any Nationalized bank payable at Ambala Cantt.

**Envelope-B**

**Envelope-B** shall be super scribed as **Technical Bid** comprising of technical details, technical proposals, specifications of materials, terms and conditions, technical support report, literature, drawings, details and make of equipment etc., but shall not contain any rates. The bidder shall provide performance guarantee based on his technical bid in order to attain steady state operation of all water works structures and its design.

**Envelope-C**

**Envelope-C** shall be super scribed as **price bid** containing only the rates and break up of payment for individual items of work and equipments etc. as per contract schedule of rates on page No.31..

All envelopes shall be sealed separately and shall be put into a single envelope and it shall be sealed. These sealed envelopes shall be submitted at the time of opening of tenders

**Opening of Tender :-**

**Opening of Envelope 'A' :-**

At the time of opening of tenders on dated 13.06.2012 Only envelope 'A' containing details regarding eligibility of the contractor and DAC shall be opened. Envelope 'B' and Envelope 'C' shall be kept sealed. The documents regarding eligibility of the contractors shall be scrutinized by the Department and eligibility of various contractors shall be ascertained. If so desired by the department, further clarifications regarding documents submitted can be obtained from the participating contractor.

**Opening of Envelope 'B'**

In case of contractors not found eligible, their envelope 'B' & envelope 'C' shall not be opened and shall be returned back unopened. In case of contractors found eligible, their envelope 'B' containing technical details, technical proposal, specifications of materials, terms and conditions, technical report, literature, drawings, details and make of



equipments etc. shall be opened. Envelope 'c' shall not be opened on that day. Another meeting with eligible contractors shall be held to finalize common parameters of technical specifications. The date of this meeting shall be decided on the day of opening of tenders i.e. .... The department shall make detailed scrutiny of the technical details submitted by the contractors in envelope 'B'. If, need be, approval of competent authority shall be taken to finalize the technical common parameters. The details of common technical parameters finalized by the Department shall be communicated to the participating eligible contractors through speed post.

Opening of Envelope-‘C’

The date of opening of envelope 'C' shall be communicated to the contractors through speed post / Fax with a notice period of minimum 7 days. On the day of opening of envelope-‘C’, the contractors shall be given a chance to revise the price bid in view of change in technical parameters, if so desired by the contractor. In case, there is no change in technical parameters, the contractors will not be given a chance to revise the price bid. Any conditional tender submitted by the contractor shall be straightway rejected.

No price escalation clause shall be entertained. Bidders should give their rates for complete work and also component wise cost. The Engineer-in-Charge reserves the right to accept or reject the tender, without assigning any reason and his decision shall be final and binding.

12. All Bids will be opened in the presence of authorized representatives of the Bidders who may choose to attend the opening of the Bids in the office of: -

The Superintending Engineer, PWD, P. H. Engineering Circle, Ambala, on Ambala

At 3.00 P.M.

13. The Executive Engineer, PWD, PH Division Ambala Cantt will announce the Bidders names and salient features of the technical bid.

14. The successful bidder will be required to enter into a formal Agreement with the Executive Engineer, PWD, PH Division Ambala Cantt.

**NOTICE INVITING TENDER**

1. For and on behalf of the Governor of Haryana, tenders in sealed are hereby invited 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 P.W.D. Water Supply & Sanitation Deptt. for any state Govt. / Central Govt. / Public sector for under taking duly renewed upto date (on which tenders are to be opened):-

Name of the Work:	Ambala City Town,Providing & installing One No. tubewell in New Officer’s Colony (in lieu of failure tubewell) “Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)specification No. 2800-1991 (Part-I) and IS
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	2800-1979 (Part-II) as ammended up to date.
Estimated Cost	Rs. 14.55 lacs.
Particulars of the Sanitation Department Officer Inviting Tender	Executive Engineer, Ambala Cantt Division, Haryana Public Health Engineering Department, Hereinafter referred to as " Executive Engineer"

2. Tenders shall be on the prescribed form only. Any telegraphic offer or any letter or document purported to be a tender but not on the said prescribed form shall be outright rejected and the same shall not be announced to have been received at the time of opening of tenders.
3. The form to be used for the tender shall be the one obtained from the said "Executive Engineer" who will issue the same for use by specific contractor and for specific tenders for specific works. The prescribed form inter alia contains the "Conditions of contract" which shall be required to be complying with by the contractor, whose tender may be accepted.
4. The prescribed form can be obtained from the office of the "Executive Engineer" on payment of Rs. .... being the cost of one tender form. This may be paid by cash or by crossed Postal Order, payable to the said Executive Engineer". Only one form shall be issued to one contractor. The sale of forms will cease 48 Hrs. before the time fixed for submission of tenders as indicated in this notice.

**SEALED COVER**

The tenders shall be preferably in a cover which may be sealed by the contractor, if he chooses to do so. The contractor shall be responsible of all consequences, if his tender is not sealed.

5. Further information can be obtained and a schedule of quantities, the detailed plans and specifications can be seen in the office of the "Executive Engineer" during 10.30 Hrs. to 13:30 Hrs. on any of the working days.
6. For showing these documents to the contractors, the "Executive Engineer" will nominate a responsible official who may be contacted. The particular of the said official shall be displayed on the notice board of the office and/or at a prominent place in the office of the " Executive Engineer".
7. The tender shall be accompanied by Earnest Money amounting to Rs. 8.82 lacs. The earnest money shall be in the shape of "deposit at Call" or the fixed deposit in favour of the " Executive Engineer" drawn on any Scheduled Bank. The earnest

money shall not be accepted in any other form. Any tender not accompanied by earnest money in the said form) shall stand invalidated and shall be rejected outright and the rates shall not be announced.

While every effort shall be made to release the earnest money, as early as possible. It is however clarified that the earnest money may not be refunded earlier than 3 calendar months after the opening of tenders/price bid or before the allotment of tender, whichever is earlier.

8. Tenders will be received by the Executive Engineer as follows:-

i.	Place where tenders are to be received	Office of the Executive Engineer, Ambala Cantt Division
ii.	Time	Any time during the office working hours, but not later than house on day of _____ 2012
iii.	Mode of delivery of tenders	May be sent by post to the said "Executive Engineer" so as to reach him not later than time mentioned at ii above or may be put in the "Tender Box" in office room of the Executive Engineer

9. The tenders shall be opened on .....day of .....20 .....at .....hrs. in office room of "Executive Engineer" by the Executive Engineer or any other office specifically authorized by him to do so. Any contractor who has submitted a tender may be allowed to be present at the time of opening of the tenders, subject to maintaining decorum and proper behavior

(i) The tender shall be required to be kept open for acceptance of 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 earnest money forfeited. Further the quoted rates of such tender shall not be announced at the time of opening.

(ii) The tenders shall not be modified or withdrawn at any time after submission, until 3 calendar months have elapsed after the date of opening.

iii) Tenders shall not be burdened with any conditions. Any infringement of above is likely to result in loss of earnest money.

10. 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 reserves to himself the authority to reject any or all of the tenders received without assigning any reason whatsoever.
11. The contractor, whose tender is accepted will be required to execute a contract/deed on the conditions contained in the prescribed form mentioned in paragraph (2) above and will be required 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 made any time after the letter of acceptance has been issued. Usually a time period of 10 days shall be allowed for the same. In case of non-deposit of this security, the same shall be deducted from first running bill of the work.

## **PART 2 – GENERAL RULES AND 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 HIS CERTIFICATE OF ENLISTMENT.

Rule No. 1 : Brief information about the works proposed for a execution by contract 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 document called “NOTICE INVITING TENDERS” can be seen in the office of Executive Engineer on any working day. This form states the work to be carried out, as well as the date & time of 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, designs & 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 identification shall also be open for inspection by the contractors in the office of the Executive Engineer as mentioned in the ‘NOTICE”.

Rule No. 2: Any contractor who submits tender any 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 : The tender shall not be burdened or loaded with any conditions. Only rate shall be quoted. 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 conditions as null and void and make a counter offer to the tenderer to do the work at the rate quoted by him without the conditions. If the contractor who submitted the tender refuses to accept the said counter offer to

do the work at the rates 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: 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 the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his 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 signatures 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 correction 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.

Single Rate Rule No. 5 : (a) For Scheduled items: Any person who submits a tender shall fill up the 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 percentage above or below on all scheduled items of the contract Schedule & for all purposes 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 explains the manner in which the admissible payment shall be worked out after taking into consideration the sanctioned Ceiling Permia as enumerated in the "Schedule of Ceiling Permia" mentioned in Rule (1) together with the single rate quoted by the contractor any rate entered outside this space may render the tender invalid. If a contractor quotes more than one rate in that case only lower or lowest of the rates 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. No premium over the rates quoted by him will be admissible over these NS items.

A single tender from 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. The tender from preferably be put in the cover and the cover may be sealed by the contractor. If the cover is not sealed by the contractor, Executive Engineer shall not be responsible for any consequences thereof.

**EXPLANATORY MEMO**

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

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

For example, the basis rate for item is Rs. 120 per cum, sanctioned ceiling premium is 50%. 300 cum of the item 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
300 cm		cum	Rs. 120.00	Rs. 36000
	Add Ceiling Premium 50%			Rs. 18000
	<b>GROSS TOTAL</b>			<b>Rs. 54000</b>
	Less contractors rebate 3%(-)			Rs. 1620
	<b>NET PAYABLE</b>			<b>Rs. 52380</b>

If the rate quoted by the contractor was 5% above, the amount payable

Would be as under :-

GROSS TOTAL	Rs. 54000
Add Contractor's Premium 5%	Rs. 2700
	Rs. 56700

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

(b) The Office 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 prescribed from the officer opening the tenders will then separate out those which are not accompanied by requisite amount of earnest money or in the required from. Infirmities shall be notified and such tenders shall be resealed without announcing the rates.

(c) He will then 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 shortcomings, the rates may not be announced and such tenders may be put in a cover and sealed. This fact shall be announced. The tender so sealed shall be dealt with according to rules and regulations on the subject/situation.

(d) The Superintending 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 there with shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of specifications and other documents mentioned in Rule 1. 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 tenderer.

7. The receipt of an Accountant or Clerk for any money paid by the contractor will not be considered as acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer.

8. The memorandum or work tender for and the 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 office to have the done before he completes and delivers and delivers his tender.

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

### **TENDER FOR WORKS**

I/we hereby tender for the execution, for the Public Health and Engineering Department Of the work "Operation and Maintenance of Water Supply Scheme Ambala Sadar Town Distt. Ambala. "Operation and Maintenance for 15 Nos. tubewells on BOT basis after installing the SCADA based system for 5 years after trial run of 3 months and all other works contingent there to".

as specified in the Tender Document within the time specified in such memorandum.

A. Scheduled Items	

B. Scheduled Items	

Percent ABOVE/BELOW the Ceiling Rates worked out as per Contractor Schedule of Rates and the Schedule of Ceiling Premia read with Rule 1 and in accordance in all respects with the specifications drawings and instructions in writing referred to in Rule I thereof and in Clause II of the annexed conditions and with such materials as are provided for by the Engineer-in-charge in all other respects in accordance with such conditions, so far as applicable.

### **CONTRACT ITEM RATES**

#### **PUBLIC HEALTH CONTRACT ITEM RATES** **PUBLIC HEALTH ENGINEERING DIVISION AMBALA CANTT.**

Name of Work :                   Ambala City Town, Providing & installing One No. tubewell in New Officer's Colony (in lieu of failure tubewell) "Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)

**Amount Rs. 14.55 Lacs**

Sr. No.	Description	Quantity	Unit	Rate to be quoted by contractor in Words and figures.
1	Drilling of 609.60mm dia bore by hydraulic rotary drilling (reverse circulation method) percussion rig according to ISI specification No. 2800-1991 (Part-I) as ammended upto date and modified to extent of the specification attached with this schedule of items of work in all kinds of soils and boulders upto 125 mm dia except rocky strata including the cost of all consumable stores, fuel, oil, soil stabilizing material and transportation of rig and other accessories to the site of proposed bore and back including cost of lowering of all size of casing pipe while boring and extracting the same against earth friction etc. complete to the satisfaction of the Engineer-in-charge.	400 Mtr.	Per Metre	Rs.
2	Supplying and lowering 273.10mm outer dia ERW steel pipes as per IS 4270/1992 as ammended upto date, duly ISI marked for housing pipe in 4 to 7 Metres random length with 88.90mm of threaded ends (8 threads to an inch or 25.40mm) manufactured out of 8.00mm thick M.S. plates length with required number of M.S. socket 177.8mm with	130 Mtr.	Per Metre	Rs.



	inside thread to match the pipe threads and made out of M.S. plate in to borehole in vertical position including cost of all scaffolding, derricks, Jim, poles, tools and plants, ropes, gays M.S. clamp embedded in foundation etc. complete in all respects to the satisfaction of the Engineer-in-charge of the work including cost of all cutting, threading of pipe,welding where required and all sockets. The pipe shall be painted with anti corrosive paint & covered tightly with polythene.			
3	Supplying and lowering 219.10mm outer dia ERW steel pipes as per IS 4270/1992 as ammended upto date, duly ISI marked for housing pipe in 4 to 7 Metres random length with 88.90mm of threaded ends (8 threads to an inch or 25.40mm) manufactured out of 6.40mm thick M.S. plates with required number of M.S. socket 177.80mm with inside thread to match the pipe threads and made out of M.S. plate in to borehole in vertical position including cost of all scaffolding, derricks, Jim, poles, tools and plants, ropes, gays M.S. clamp embedded in foundation etc. complete in all respects to the satisfaction of the Engineer-in-charge of the work including cost of all cutting, threading of pipe, welding, where required and all sockets. The pipe shall be painted with anti corrisive paint & covered tighly with polythene.	245 Mtr.	Per Metre	Rs.
4	Labour rate for lowering 200mm i/d 8mm thick ISI marked stainless steel cage as amended upto date (material to be supplied by the department).	25 Mtr.	Per Metre	Rs.
5	Supplying, fixing and lowering reducing socket as per IS:226/1975 as ammended upto date 273.10mm outer dia, x 219.10mm outer dia with 8 threads per inch or 25.40mm, to be made out of M.S. plate with internal threads, suitable for jointing 273.10mm outer dia pipe and 219.10mm outer dia ERW pipe as per item said above.	1 No.	Each	Rs.
6	Providing and fixing in position suitable bail plug hook of 219.10mm as per IS 226/1975 as ammended upto date, including the cost of M.S. Screwed sockets etc. complete in all respects, to the entire satisfaction of the Engineer-in-charge of the work.	1 No.	Each	Rs.
7	Supplying and packing graded gravel of size as per ISI 4097/1988, as amended upto date and specification attached with this schedule of item of work. The gravel should be free from dust, dirt or vegetable matters. Packing to be done from the housing pipe to the bottom of liner all around in the bore and will be placed after liner and housing pipes have been lowered and suitably clamped. Thickness and size of the gravel packing will be designed and directed by the Engineer-in-charge strictly as per relevant ISI.	100 Cum	Per cum	Rs.
8	Supplying and fixing well threaded M.S. cap for 273.10mm outer dia M.S. pipe as per ISI 226/1975 as amended upto date to the satisfaction of the Engineer-in-charge.	1 No.	Each	Rs.

9	Supplying as per IS: 226/1975 as ammended upto date deodar wooden box made of 20mm thick wood size 60cmx30cmx75cm with lid and locking arrangement etc. for preserving the strata samples received from the bore as and when desired by the Engineer-in-charge.	1 No.	Each	Rs.
10	Supplying and fixing 273.10mm M.S. clamp as per IS 226 / 1975 as ammended up to date for supplying the housing pipe supported on two girders not less than ISMB 100mm x 150mm, weight not less than 17.00 kg / m, cross section area not less than 21.67 sq. cm, flange thrickness 7.00mm, web thickness 5.40mm, 2.00 m long (each) embedded in suitable foundation as approved by the Engineer-in-charge.	1 No.	Each	Rs.
11	Development of tubewell according to clause 9.3 of IS: 2800-1991 (Part-I) as ammended upto date and specifications attached and as directed by the Engineer-in-charge of the work including the cost of all consumable stores, fuel, oil, compressors, pumps and machinery etc. as required for this work.			
(a)	When developed by compressor of 800 CFM,850 PSI and suitable rating of 20 hours.	20 Hours	Per Hour	Rs
b)	When development is done with a pump of discharge 1.5 times than the operational discharge.	10 Hours	Per Hour	Rs
12	Electric logging of tubewell.	1 Job	Complete Job	Rs.
13	Providing clay seal of thickness 4.00 m or above, consisting of balls of local clay or bentonite mud, to be placed in the annular space around the assembly. The clay seal should be provided at a level of minimum 25.00 m above the top most screens, depending on the logging results.	1 Job	Complete Job	Rs.
14	Providing and fixing centralizer guides (centralizer) fitted to the well assembly except the housing pipe, at bottom and at a spacing of 12 m centre to centre, to keep the assembly in centre of the bore hole as per approved design and specifications, confirming to IS : 226/1975.	11 nos.	Each	Rs.

/SSR.

Name of Work : Ambala City Town, Providing & installing One No. tubewell in New Officer's Colony (in lieu of failure tubewell) "Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)

**Amount**

**Rs. 14.55 Lacs**

**SPECIFICATIONS**

1. Tube well will mean the satisfactory completion of :-

- (a) Drilling of bore hole which shall include drilling in all kinds of strata including hard rock, such as ballast or granite etc.
- (b) Installation of casing complete with slotted and unslotted.
- (c) Development with the aim of stabilizing the gravel pack and of producing the best possible discharge from the aquifers available at an average depression head of 6.00 meters. The well shall be developed according to clause 9.3 of ISI specification No. 2800-1991, Part-I, as amended up to date. The final discharge at working depression obtained at the well should be free from sand during the operating test run with a maximum tolerance of twenty parts of sand in one million parts of water by volume after 20 minutes of starting the pump and 50 PPM at any time at a depression of 6.00 meters or a minimum discharge of 8000 gallons per hour ( Eight Thousand gallons per hour) which ever is obtained earlier.

2. Drilling Procedure

The contractor will employ hydraulic rotary drilling method which shall be understood to include reverse circulation rotary type of drilling and prior concurrence of the Engineer-in-charge shall be obtained if any method other than reverse circulation is to be used.

The diameter of borehole to be drilled shall be as under :-

- (a) For 223.90mm outer dia casing pipe 609.60mm ( 24" ).
- (b) For 219.10mm outer dia casing pipe 558.80mm ( 22" ).

3. The Engineer-in-charge may direct the contractor in writing, to do drilling to a depth as found suitable to obtain the required discharge. In all cases, the Government representative will remain at site to select the final depth of the well and the aquifer to be used. He will also pin-point the site on which drilling is to be done. The contractor shall drill the hole up to a depth which will provide maximum good water bearing formation or as directed by the Engineer-in-charge.

4. Irrespective of the depth drilled, the payment of drilling shall be restricted to the depth of lowering of Assembly only.

5. **Electric Logging** :- Electric logging of bore hole shall be carried out by the contractor and tubewell pipe assembly shall be designed on the basis of logging results and actual strata uncounted.

6. **Pipes**:- All pipes shall be, free from harmful defects of good, commercial finish and from loose scale and rust. These should be of standard size and as per IS: 4270-1992, as amended up to date. The pipes should be coated inside and outside with a bituminous solution or any other protective anti corrosion coating. In addition , the pipe should be coated from outside with best quality epoxy / anticorrosive paint. The pipe size will be as below as per IS: 8110-2000 as amended up to date.

<u>Sr. No.</u>	<u>Outer dia</u>	<u>Thickness</u>
1.	223.90 mm	8mm for unslotted pipe 7.80mm for slotted pipe
2.	219.10mm	6.40mm for unslotted pipe 8.00mm for slotted pipe ( S.S. Screen).

7. Stainless steel pipe cage type-V wire wound screen conforming to IS : 8110-2000, thickness 8mm, slot opening 0.75mm, open area 25% as per item No. 4 to the requirement of Engineer-in-charge.

#### 8. Housing Joints

The 219.10mm outer dia pipe will be attached to 223.90mm outer dia housing pipe by a reducer. All joints will be screwed and socketted and welded to the satisfaction of the Engineer-in-charge.

9. Verticality The bore hole and the tubewell would be vertical true to line. The verticality will be tested according to the method detailed in the clause of IS: 2800-1979 (Part-II) as amended up to date. The housing pipe should be set vertical in such a way that at any stage, the same shall not be out of vertical plumb more than 4 C.M. per 25 meters. The deviation shall be in one direction and in one plane only. The deviation of the tube well shall be determined according to the method described in 4.4.1 of IS: 2800-1979 (Part-II) with up to date amendments. The crooked well not be accepted.

The verticality test shall be carried out strictly in the presence of Sub Divisional Engineer in-charge of the work. He shall record a certificate regarding verticality of tube well clearly specifying that the housing pipe is in plumb and within the tolerance limit. Verticality test result of the tube well will be recorded as per appendix, as given in IS 2800-1979 (Part-II) as amended up to date.

10. The size of gravel to be used in a particular tube well will be as decided by the Engineer-in-charge in accordance with provisions in IS: 4097 / 1999 as amended upto date. Packing will be done uniformly around the housing pipe to the bottom of liner in the bore as directed by the Engineer-in-charge.

The Engineer-in-charge shall personally verify the gravel and certificate will be recorded that the gravel used is of good quality, free from dirt, dust or any extraneous material and is as per the size and specifications given in the DNIT.

11. **Clay Seal :-** Clay seal be provided at a suitable depth ( to be decided by Engineer in Charge) depending on the electric logging results, having a thickness of 3 Mtrs. Measured in the vertical direction.

#### 12. Development of the Tube wells

The well shall be developed according to the procedure given in clause No. 9.3 of IS:2800-1991 (Part-I), as amended up to date by any acceptable method at the discretion of the Engineer-in-charge so as to obtain maximum sand free yield. The method of development will be as under :-

Initially, the tube well be developed by air compressor by placing the air line to the bottom and top of each aquifer in turn starting from bottom and the compressorbe worked in this position for

5 to 10 hours for each aquifer. After that the air line should be so lowered that the submergence ratio is between 65% to 75%. Compressor should be worked in this position till the discharge increases no further, compressor be used though it may be still giving sand.

During this process, back washing will also be done at intervals of one or two hours but will not be allowed for more than 5 minutes at a time. The compressor should be capable of developing a pressure which should be commensurate with the depth of the bore hole and will be worked out as directed by the Engineer-in-charge.

The development will be carried out till :-

- (a) The well ceases to absorb further gravel.
- (b) The depression ceases to increase.
- (c) The discharge ceases to increase.
- (d) The water is reasonably sand free.

The price for development will be paid as per item of the attached schedule of item of works. The electric power required will be provided by the contractor at tube well site at his own cost & the electric charges for the same will be paid by the contractor. The equipment / devices for arrangement of water will also be arranged by the contractor out of his own sources.

The development of tube well shall be carried out in the presence of an official of the department of the rank not less than J.E. or any other nominee of the Engineer-in-charge. However, during the final stage of development, the Sub Divisional Engineer concerned shall be present at site and personally verify the successful completion of development including the number of hours during which the development was done by the compressor. In order to optimize the development process, the same shall be done during day time only.

#### **Development with Pump :-**

The well shall be developed by a pumping unit of 1.5 times the capacity of design yield by adopting Raw Hiding Method (Surging) and constant pumping. It shall then be tested at four different discharges i.e. at design discharge, 25%, 40% and 50% higher than the designed discharge. **The tube well is to completely made sand free with no turbidity** or at the mosturbidity of 5 ppm as defined in the Ministry of Health & standards for drinking water after the contract has reported that the development of the tube well is complete.

**13. Stabilization of Well :-** Final development / stabilization of the tube well shall be done by over pumping at a capacity 50% higher than the expected discharge from the tube well. The final discharge should be totally free from sand.

**14. Measurement of discharge :-** The final measurement of discharge after the tube well has been fully developed & stabilized, shall be done with standard discharge measuring devices like pilot tube well apparatus / bulk meter. Measurement made with non standard / crude methods would not be acceptable.

#### **15. Acceptance Test**

Productivity test of tube well will be done by the contractor at his own expenses with the pump used for the development immediately after the completion of development as detailed in clause 9.4 and 12.1 of IS: 2800-1991 (Part-I) as amended up to date.

1. Acceptance test shall be verified by the Engineer-in-charge after fully satisfying himself about the drilling of bore, development and the verticality of the tube well as per procedure given in IS: 2800-1991 (Part-I) and IS : 2800-1979 (Part-II) as amended up to date.
2. All payment shall be released after the completion of acceptance test to the satisfaction of the Engineer-in-charge.

Testing of water quality for physical and chemical standard

After completion of development and productivity test of tube well, the quality of water for physical and chemical standards shall be got tested by the contractor at his own expense from an approved standard laboratory. The water shall be got tested in respect of physical and chemical parameters as contained in the Performa for a report on physical and chemical analysis of water enclosed as Annexure-I to this DNIT.

Note: 1.All the arrangements for the transportation of boring and lowering equipments to the site of work and its operation viz Katcha track, water, electric light etc. if so required, shall be made by the contractor at his own cost.

2.The contractor shall provide geological data of the well according to the method described in clause 12.2 and 12.2.1 of ISI specification No. IS: 2800-1991 (Part-I) as amended up to date and prepare strata chart giving the details of different strata as received from the bore according to the instruction of the Engineer-in-charge of the work and nothing extra for the same will be payable. He shall locate strainer as per strainer location to be approved by the Engineer-in-charge.

3.Drilling log book shall be kept at the site of the tube well for filling of data described in clause 12.2 and 12.2.1 of ISI specification IS: 2800-1991

(Part-I) as amended up to date and nothing extra for the same will be payable.

4.All gold, silver, oil and other materials or any relics, antiques and other similar things which may be found in or upon the site shall be the property of the Public Health Engineering Department, Haryana and the contractor shall deliver the same to such persons as the department may from time to time appoint to receive the same.

5.The work shall be carried out by the contractor strictly and in accordance with attached contract specification and ISI specification No. IS: 2800-1991 (Part-I) and IS: 2800-1979 (Part-II) as amended up to date.

6.Material such as gravel, boulders or any other material like granite etc. which may come up during excavation of trenches/ sumps etc. will be the property of (Public Health Engineering) Department, Haryana and if any misappropriation thereupon is made by the firm/contractor the recovery of Rs.70.00 (Rupee seventy) per cum will be made from the bill of the contractor/firm.

7. The site of the tube well can be changed at later stage to some other site as deemed fit, if required by the Engineer-in-charge, with the prior approval of the Superintending Engineer, Public Health Engineering Circle Ambala. Nothing extra will be payable to the contractor for the gross amount of change of site.
- 8 Water connection, if available at site of tube well will be given to the contractor and ½% (half percent) charges of the gross amount of work done including cost of material shall be deducted from his bill, otherwise the contractor will make his own arrangement himself for the availability of water and no condition in this respect will be entertained.
- 9 No claim will be entertained from the contractor in case any mistake in the description or units or rates occurs or any of the items taken in this schedule while composing this schedule or on account of typing, comparison or over-writing occurs. In case of any mistake, the same will be rectifiable at any stage as per ISI specifications, by the Engineer-in-charge along with the amendments of the same received from time to time.
- 10 In the tender, C.S.R. means Contract Schedule of Rates.
- 11 The successful tendered will have to sign an affidavit that he has no relation and connection with the firm/ contractor black-listed by Haryana Government/ Government of India from time to time.
- 12 The rates given for the finished work are inclusive of all taxes such as sales tax etc. and nothing extra will be paid over and above the rates quoted by the contractor/ firm.
- 13 The payment for depth of drilling for each tube well will be restricted to the length of E.R.W. M.S. pipe and S.S Screen/M.S, Screen .Extra drilling shall not be payable to the contractor which is required to be done for take care of caving etc. The contractor shall quote the rates accordingly.
- 14 The inspection of E.R.W. Steel pipes S.S / M.S. Screen and gravel to ensure that the material conform to required specification as per D.N.I.T. will be carried out by the Engineer-in-Charge or his representative and he will also issue the inspection note thereof before its lowering and installation. The inspection shall be carried out at the manufacturers works and all arrangements for inspection / testing shall be made by the contractor at his own expenses.
- 15 Tender forms would be issued only to those firms / contractors who have executed **similar nature and quantum of work** as given in the N.I.T. under question in **each year during last two years**.
- 16 Documentary proof in the shape of allotment letter & satisfactory completion certificate so allotted from the concerned Executive Engineer shall be produced at the time of issue of tender form.
- 17 The contractor shall quote only one rate for each items of the N.I.T. If more than one rate is quoted for the item than the lowest rate for that particular item shall be considered while deciding the tender.

- 18 1% Income Tax, 4% Sales Tax & 1% labour cess & any surcharge of any other taxes as applicable from time to time will be deducted on the gross amount of any bill be paid to the contractor.
- 19 The length of S.S. Screen shall be decided after the logging results.
- 20 The outer surfaces of ERW steel housing pipes, blank lowering pipes & sockets should be painted with best quality epoxy / anticorrosive paint duly ISI marked.
- 21 The tube well should be clay sealed at a depth of 60 M to 90 M. depending on the logging results.

EXECUTIVE ENGINEER.

Enter the rates both in words and figures only in spaces given above. In the event of variation of rate in words and figures, tender may be rejected or otherwise the lower value only shall be considered. Also in case of N.S. items, if rate of any item is not quoted by the contractor, the same shall be considered as free of cost. If the contractor feels that some item is necessary for smooth operation of the Water Works and the same has not been listed, the contractor shall list and include the cost of same in his offer.

- a) General Description "Ambala City Town,Providing & installing One No. tubewell in New Officer's Colony (in lieu of failure tubewell) "Providing & installing 1 No. deep tubewell of size 250mmx200mm upto 400 Mtrs. depth below ground level by Reverse Rotary Rig and all other works contingent thereto, ( Govt. Works)  
**Amount Rs. 14.55 Lacs**

- b) Estimate cost Rs. 14.55 Lacs
- c) Earnest Money Rs. 29100/-
- d) Security deposit (including earnest money ) Rs. 5%
- e) Percentage , if any , to be deducted from bills 5%
- f) Time allowed for the work from date of written order to commence 2 months.



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.

## CLAUSE OF CONTRACT

**Clause 1:** The person/persons whose tender may be accepted (here-in-after called the contractor). Shall permit the Executive Engineer Public Health Engineering Department, Narwana hereinafter called the Engineer-in-Charge at the time of making any payment to him for work done under the contractor 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.

**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 uncommenced, or unfinished, after proper dates. And further, to ensure good progress during the execution of work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole 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 aid 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 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.

**Clause 3 :** In any case in which under any clause or clauses of this contract the 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 the 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 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 excess of the sum which would have been paid to the original contractor if the whole work 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 many 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 course 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 works or the performance of the contract . And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled the recover 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 respect thereof, and he shall only be entitled to be paid the value so credited.

**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 exercisable. 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 any future case of default by the contractor for which by any clause or cause 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 nay tools, plant material and stores in or upon the works or the site

there of 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 authorised agent require him to remove such tools plant materials, or stores from the premises (which 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 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 Department, Jind Circle through the Executive Engineer, Narwana Division 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 authorize, 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 10<sup>th</sup> 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 values 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 nay 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. Not 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, 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 off the same as the 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 realized by the sale thereof less any expense incurred by the Engineer-in-charge in connection therewith.

**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, 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 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.

**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.

**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.

**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 specification. 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 the 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.

**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.

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

The contractor shall not be entitled to demand reason the form 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 omission form or additions to or substitutions for the original specification, drawing, 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 any given to him in writing signed by the Engineer-in-charge and such alterations, omissions. Additions or substituted shall not invalidate the contract; and any altered, additional or substituted work in 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 contractor 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, than 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 Engineer-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, provide 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 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 to 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,

**Clause 14:** If it shall appear to the Engineer-in-charge or his subordinate incharge of the work. that any work has been executed with unsounded, imperfect or unskillful workmanship, or with materials to 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-incharge 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 reexecute 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.

**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.

**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,

**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 the 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.

**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 condition 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 expense 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 defense 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 such persons or which may with the consent of the contractor be paid to compromise any claim by any such person:

**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 laborers below the age of 18 years shall be employed on the work.

**Clause 19 (b):** The contractor shall pay his laborers 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.

**Clause 20 (a):** In every case in which by virtue of the provisions of section 12, subsection (I) of 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. Government shall not be bound to contest any claim made against it under section 12, subsection (1) of the said Act-except on the written request of the contractor 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 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.

**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.

**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.



**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.

**Clause 24:** All works to be executed under the contract shall be executed under the direction and directions of subject to the approval in all respects of the Superintending Engineer of the circle for the time being, Superintending 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.

**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.

**Clause 25 (a) :** If any dispute of difference of any kind whatsoever shall arise between the Governor of Haryana his authorised 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 authorised 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.W.D. Water Supply & Sanitation Deptt. to be nominated by designation by the Engineer-in-Chief. Haryana PW.D. Water Supply & Sanitation Deptt. 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.W.D., Water Supply & Sanitation Deptt. 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 Incharge 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 Incharge 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. 10,000 and above and below Rs.1, 00,000	5% of amount claimed
iii.	For Claims of Rs. 1, 00, 000 and above	7½% 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
- (e) 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** : The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required there of or in connection therewith unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles else where. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will

be debited to the contractor in his account at the rate shown in the schedule attached to the contract, and if they are not entered in the schedule they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

**Clause 26 (a):** 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.

**Clause 27:** The contractor shall be responsible for making his own arrangements for securing priorities and licence 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.W.D. specifications, and in the event of there being no P.W.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.

**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 permanent and whether original, altered, substituted or additional.

**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 (1) 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/we clearly understand them.

#### **ADDITIONAL CLAUSE**

**Clause 32 :** The contractor states that he is not related to any of the officers employed by the Haryana P.W.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 soda 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 Deptt. 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 me 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 black listed and earnest money forfeited.

**Clause-38** :- When a final bill is likely to be for a minus amount the security deposit will be withheld till the final bill is passed and the recoverable amount is first made good.

**Clause 39** : 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 40** : The rates given are for the finished work inclusive of Excise duty, Octroi charges, sales taxes, service tax etc.

**Clause 41** : It will be the responsibility of the contractor to ensure that the trees at the site to 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 42** : 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 43** : 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 44** : 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 45** : 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 46** : It is not obligatory on 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 47** : No claim on account of fluctuation in prices due to war or any other cause will be entertained.

**Clause 48** .The contractor shall be liable make good all damages caused by breakage from the moment the stores, pipes and fittings etc. are handed over to his charge.

**Clause 49** : 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 50**: The contractor will inform the C.M.O. about the employment of labourer on the work for carrying out Malaria surveillance.

**Clause 51** : 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 52** :Sales Tax/Income Tax will be deducted from gross payments per Govt. instructions.

**Clause 53: Labour Cess Charges @1%will be deducted from gross payment.**

**Clause-54**

The Engineer-in-Charge Haryana Public Health Engineering Department reserves the right of negotiations as per policy approved by the state (Government with the tenders in case the prices quoted are felt to be higher side or otherwise the negotiations will be carried out with 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> lowest contractors. The highest amongst them will be called first and lowest tender in the last of during negotiation tender other than lowest reduces his prices / amount below then those of lowest tender will be counter offered this prices / amount and in eventuality of him not accepting the counter offer, the same shall be offered to second lowest and so forth. Tender who refuse the counter offer will not have any right to the bid later on.

**Clause-55**

The Engineer-in-Charge can opt for 3<sup>rd</sup> party inspection other than department in addition to inspection by department staff, the 3<sup>rd</sup> 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 and other items etc. the report of the same would be submitted to Engineer-in-Charge by the 3<sup>rd</sup> party . The agency / contractor shall be bound by the report of 3<sup>rd</sup> party inspection and shall take remedial measures of execution of work as per specifications in agreement. The inspection and sample charges will be borne by department.

Appointment of Arbitrator ;-

- (i) In so far as the Engineering departments 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 Department for final approved for such cases (involving more than Rs.5.00 lacs) The department shall, prepare panel of Arbitrator and submit to the Administrative Department for final approval.
- (ii) In other Govt. department, the appointment of arbitrators will be appointment by the Heads of Departments concerned and submit to administrative department for final approval. While doing so the point regarding appointment of an IAS officer as an arbitrator shall be kept in view.
- (iii) In order to avoid unjustified benefit to the contractor / Agency two or three Arbitrator 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 Department 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.
- (iv) While issuing the appointment orders of the arbitrator, it will be clearly specified that the Arbitrator will give a speaking award along with item wise detail of claim and amount of awarded expenditure and reasons thereof.

## **2. Agreement :-**

The agreement which is entered into with the contractor of the time of allotment of the work should be clear and specified. For claim exceeding Rs.5.00 lacs, it should be clearly indicated in the agreement that the state Govt. can appoint one more arbitrators. The arbitrators may be asked to give a speaking award with a reasonable time as per the provisions in the arbitration and conciliations Act, 1996. A format of such agreement should be prepared by the department concerned in consultation with the law department.

### **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 labourers, indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of 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 moneys 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, non payment 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 over time wages at the double the ordinary rate of their wages calculated by the hour.

## **Contractor's Labour Regulation**

### **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 expressions shall have the meaning hereby assigned to them respectively, that is to say.

- (1) 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.
- (2) 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 works done.
- (3) Contractor shall include every person whether a sub-contractor or headman or agent employing labour on the work, taken on contract.
- (4) "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.
- (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 the 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.
  - (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 anyone 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.**

- 1.. 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.
2. 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 authorised 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.

#### **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 authorised 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**

- (l) 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 it 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**

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 authorised 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. Licencing 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 licence. The contractor should obtain the necessary licence 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.

##### **A. Appointment of Arbitrator**

- (i) In so far as the Engg. Deptts. are concerned, the Engineering in-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 of Arbitrators and submit to the Administrative Department for final approval.
- (ii) In other Govt. department , the appointment of Arbitrators will be appointed by the Heads of Departments concerned and submit to administrative department for final approval. While doing so, the point regarding appointment of an IAS officer as an Arbitrator shall be kept in view.

- (iii) In order to avoid unjustified benefit to the contractor /Agency two or three Arbitrators may be appointment for cases involving financial implication of more than Rs. 5.0 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 Work. 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.
- (iv) While issuing the appointment orders of the Arbitrator , it will be clearly specified that the Arbitrator will give a speaking award along with item wise detail of claim and amount of awarded expenditure and reasons thereof.

#### **B Agreement**

The agreement which is entered into with the contractor at the time of allotment of the work should be clear and specified . For claim exceeding Rs. 5.00 Lacs is should e clearly indicated in the agreement that the State Govt. can appoint one more arbitrators. The arbitrator may be asked to give a speaking award within a reasonable time as per the provisions in the Arbitrator and conciliation Act 1996 . A format of such agreement should be prepared but the Deptt. Concerned in consultation with the law Deptt.

#### **C Proper Defense of the Arbitration cases**

The department will fix the responsibility of the concerned officer or any other office of the Deptt.. Along with the legal wing of the Deptt. To defend such cases properly the replies of the Deptt. Will be got approved from the Chief Engineer (In case of Engg. Deptt. ) Heads of Department and vetted from the Legal Cell of the department. The concerned Administrative Secretary will also review the periodical progress of the disposal of such cases.

#### **D Delay in Arbitration Cases**

It has also been noticed that in most of the cases unnecessary delay occur , As result of which the State Govt. have to pay the interest . The responsibility of the concerned officer /Official may be fixed by the department /Administrative Deptt.. in each individual cases for such lapses.

#### **E. Payment of amount awarded in arbitration cases**

In order to avoid any litigation and interest liability, payment will be made by the Head of Deptt. Out of their existing provisions, and if needed , proposal for making provisions in the respective Heads of account shall be sent to Finance Deptt. At appropriate time . Budgetary procedure will be followed strictly .

- 3. The above decision may please be brought to the notice of all concerned and the receipt of this letter may I also is acknowledged.

## NOTES FOR SCHEDULE NO. 1

1. All the materials shown in Schedule No. 1 will be issued at the place of issue give there and all the cost of loading, unloading and carriage from the place of issue to site out by the contractor.
2. "In case any quantity of material i.e. cement , steel , coal, or any other controlled or uncontrolled commodity etc. issued to the contractor by the Engineer-In-Charge for use directly on the aforesaid work or manufactures of materials of materials required in connections therewith , which is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled or lost or allowed to get deteriorated or used in lated of those fixed by the Engineer –in –Charge , the cost of such quantities of that materials shall without prejudice to other rights and remedies available to the Government be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor . IN case of other materials issued free of cost, the recovery will be affected at double the stock issue rates.
3. 3% Storage charges will be levied on all levied on al material issued to the contractor from stock , the cost of which is recoverable .
4. The rate of cement is inclusive of cost of empty cement bag.
5. The contractor will have to make his own arrangement for bricks and tiles . cement & Steel.
6. The consumption of cement will be regularized as per P.W.D. specification along with amendments , if any.
7. The octroi, terminal tax royalty and other taxes and charges on the materials issued shall be borne by the contractor.

NOTES

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1. The work will be carried-out strictly in accordance with the PWD Book of specification edition 1990, which will form a part and parcel of this contract agreement.
2. In this contract schedule of rates only essential portion of description of item has been written, but it will deem to cover the entire items as fully described in Haryana PWD, Schedule of rates, 1988.
3. The Engineer-in-Charge shall be entitled to order work against any item of work shown in this contract schedule of rates hereinafter called the schedule to any extent and without any limitation where-ever as may be required in his opinion for the purpose of work irrespective of the fact that the quantities are omitted all together in the schedule are 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 this contract schedule of rates are subject to the foot notes and notes given in the Haryana PWD Schedule of rates 1988 regarding these items.
6. Approximate quantities are given in the contract schedule of rates and may vary at the time of execution of works. The payment will however be made for the actual work done by the contractor. No extra claims whatsoever will be admissible to the contractor on account of variation, alteration or deletion of any item over the quantities depicted in this contract schedule of rates.
7. All amendments issued in the Haryana PWD, Schedule of rates 1988 upto the date of opening of the tender will be applicable on the contract schedule of rates.
8. The contractor will have to make his own arrangement of bricks.
9. Any other items not included in this contract schedule of rates and got done at site of work will be paid according to Haryana PWD, Schedule of rates @ accepted in the allotment letter approval issued by the competent authority against this agreement.
10. No claim will be entertained from the contractor in case any omission in description, rates and unit which might have occurred, in any of these items taken in this schedule while comparing this schedule or on account of typing comparison or overwriting in case of any error the same shall be rectifiable at any stage as per Haryana PWD Schedule of rates 1988 along with the amendments on the same received from time-to-time.
11. The premium should be quoted above or below the contract schedule of rates and no condition should be given in case any condition is tendered this will be considered as Null and Void and only the premium or discount quoted by the tenderer shall be accepted in case any tenderer refuses to accept this, his earnest money will be forfeited.
12. The contractor shall submitted the test certificate if 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.
13. No premium shall be payable on N.S. Items.

Neung file



- 14 Inspection of HDPE pipe M.H. Cover , frame & steps. Will be carried out by the Engineer-In Chief or his representative before the same are brought at site for use HDPE Pipe will be confirming to all the tests including optional test as per IS 14333/1996 for HDPE pipe with upto date amendment.
- 15 The measurement of HDPE sewer provided on through rate basis will be done but at least 2 No. JEs to be nominated by Engineer In –Charge .
- 16 Each manhole cover and frame shall have the trade mark of manufacture month and year along with class and work and shall be ISI mark.
- 17 All taxes such as Royalty, Municipal tax, Octori charges Forest tax and any other king 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.
- 18 The contractor /agencies shall fill up the component wise rates in figures and words for Non-Schedule items in the space give on page \_\_\_9\_\_\_ under the heading (B) Non schedule items . The Tender of the contractor /agency who does not full up the component wise rates, shall be outrightly rejected as an 'irresponsive tender' and earnest money of the concerned contractor /agency shall be forfeited for not observing the required procedure.
19. The contractor will make arrangement of all safty equipment required for the work.

