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**HARYANA URBAN DEVELOPMENT AUTHORITY
DIVISION KARNAL**

Notice Inviting Single Percentage Rate Tender

1. Tenders are hereby invited from the contractors who are on the approved list of the HUDA for the work "Special repair of 18mtr wide road in Sec-17-I ,U.E Jagadhari. "Supply and laying of 50mm thick B.M. and 20mm thick mss complete in all in all respect & all other works contingent thereto" (including 5 years maintenance period)". (detail of the estimate of which are given in the schedule).

A/Cost 56.90 lacs
E/Money Rs. 1,13800/-
T/Limit :04 months
2. Tenders will be received by the Tender Receiving Committee in the office of Executive Engineer, HUDA Division, Karnal at 3:00 hrs. on _____ and will be opened at the same time in the presence of tenderers of their authorized agent who may like to be present. Tenders must be delivered in person by the intending contractor or his agent to the Tender Receiving Committee.
3. Earnest money amounting to Rs. 113800/- in shape of Demand Drafts / Deposit at call duly pledged in favour of Executive Engineer, HUDA, Division , Karnal. Payable at any Scheduled Bank at Karnal must accompany each tender and tender is to be in a sealed cover super –scribed. "Tenders for the (Tenders for the work mentioned above.)
4. Tenders should be on prescribed form which can be obtained from the office of the Executive Engineer, Haryana Urban Development Authority, Division, Karnal or can be downloaded from the website of HUDA. The prescribed tender form contained the conditions to be complied is also available of HUDA website.
5. Further information can be obtained and schedule of quantities, the detailed plans and specifications can be seen in the Divisional Engineer's office during the office hours and on web site of HUDA.
6. Tender should be quoted at a percentage above or below the rate in the details of estimate in the enclosed schedule Applicant will be required to pay in cash Rs. 2000/- cost of documents for seal tender form (non refundable). In case the tender documents are downloaded from web site then the above fees will have to be paid in shape of demand draft to be enclosed in the envelope 'A' containing tender documents technical bid (for details see Condition No. 22 on page No. 5).
7. Each tenderer shall give proof to the entire satisfaction of the Executive Engineer, concerned that he has in this possession Haryana P.W.D. specifications latest addition falling which his tender shall be liable to be rejected.
8. The Executive Engineer, Haryana Urban Development Authority, Division, Karnal. reserves the right of issuing the material to the contractor as per list enclosed for use on works at the places and rates noted again each plus 3% storage charges. The materials are to be issued from stock. The contractor shall be responsible for obtaining the material from Haryana Urban Development Authority, all such material required for work and for making payment there of by deduction from this bills at the rates specified.
9. The tenderer shall initial all corrections / cuttings in his tender as regard to single percentage rate, time etc. Non compliance of this condition will render the tender liable to be rejected.
10. The contractor whose tender is accepted will be required to execute as a contact deed in the prescribed form and will required to furnish 5% security for the due fulfillment of this

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contract or alternatively at the description of the Engineer –in –charge it will be deducted from the running payments to be made on account of work done. (The earnest money will be treated as part of security).

11. The approval of the acceptance of tender will rest with the C.E. HUDA, Panchkula who does not bind himself to accept the lowest tender and reserves tot himself the authority to reject any or all of tenders received without assignment of any reason.
12. If any tenderer modifies or withdraws his tender on subsequently submitting it to the Executive Engineer, HUDA, while on one hand he is liable to be blacklisted, on the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the Executive Engineer. The rates of the contractors shall remain open for a period of three months from the date of opening of the tenders and if a contractor submits a tender limiting the period of three months from the date of opening of the tenders and if a contractor submits a tender limiting the period of validity to a date earlier, then he shall be liable to be blacklisted and his earnest money shall stand forfeited without prejudice to other rights and remedies available to the Executive Engineer.
13. No conditional tender should be given, only premium or rebate should be quoted. A conditional tender is liable to be rejected out right 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 premium or rebate quoted by him without conditions. If the tenderer refuses to accept the said counter offer to do the work at the premium or rebate quoted by him without the condition within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited and the tenderer shall have no claim to the same whatsoever.
14. The contractor (s) shall sign all pages of tender form. The signature of the contractor will be witnessed by the person known to the Executive Engineer, Haryana Urban Development Authority or by any notary public. If the tender documents are no signed in the manner, specified the tender shall be treated as invalid and rejected.
15. Tender which is not accompanied with the earnest money/ not accompanied with full amount of earnest money depicted in the NIT shall not be considered / opened.
16. Tender which is not accompanied with prescribed tender form will not be considered.
17. Rate should be quoted in Hindi or English, otherwise the tender can be rejected.
18. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm / contractor blacklisted by HUDA / Haryana Govt./ Govt. of India, from time to time. The form of affidavit is annexed to page _____ of DNIT.
19. The earnest money deposited for the tender will not be returned to the contractor's / firm's till the acceptance of tender or three months, whichever is earlier.
20. In case any contractor who deposits the earnest money for the tender documents and then does not submit his tender, the earnest money in that case will be returned only after the acceptance of tenders or three months, which ever is later.
21. Sales / Works Tax and Income Tax and labour welfare cess @ 1% will be deducted from the bills of contractor as per the instruction of the Govt.
22. In case the intending firm wants to submit the tender form after down loading it from the website of HUDA, the contractual agencies will submit the necessary documents as under:-

Envelope 'A'

Tender documents fee in the shape of demand drafts, earnest money in shape of deposit at call, bank guarantee, proof of enlistment, bid capacity and other proofs of machinery, if any as per requirements of DNIT etc. an affidavit about the authenticity of all documents be also attached by tenderer.

Envelope 'B'

Envelope 'B' shall contain the rate entered on relevant page of tender documents along with complete tender duly signed

1. Envelope (priced conditions)
2. Both these envelope 'A' and 'B' shall be placed in another envelope of bigger size clearly marking the name of _____ agency and name of work. Envelope 'B' will be only opened if the contractual agency fullfills conditions in envelope 'A'.

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3. If any information furnished by the contractual agency is found incorrect at a later date he shall be debarred from tendering taking up work in HUDA. HUDA services the right to verify the particulars furnished by the contractual agency independently.

Condition No. 24:- The contractor after completion of work will have to get his labour shifted immediately with adequate indemnifying arrangements. (An undertaking in the shape of affidavit duly attested by **1st class Magistrate** is also taken from the contractor while awarding the work.) In the event of his failure to shift the labour, he will be liable for penal action either in the shape of penalty equal to 10% total cost of work or his enlistment with HUDA or any other departments of Haryana shall be liable to be cancelled. Further, it may also be ensured that final payments of the work due to the contractors are released only after the labour is shifted by the contractor from the site of work. A sample copy of affidavit/undertaking to be obtained from the contractor is also enclosed herewith for taking further necessary action.

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SECTION-1

CONDITIONS OF E-TENDERING

Instruction to Contractor on Electronic Tendering

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. **Registration of contractors on E-tendering Portal:-**

All the Contractors intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal <http://huda.etenders.in>. For more details, please see the information on the Registration info link on the home page.

2. **Obtaining a Digital Certificate:**

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Notary Public / Chartered Account / Any Gazatted Officer whose stamp carrying emblem of Ashoka. Only upon the receipt of the required documents, a digital certificate can be issued.

2.3 The contractors may obtain Class-II digital certificated from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s NexTenders (India) Pvt. Ltd.

YUCHIT, Juhu Tara Road,

Mumbai – 400049

Email: Chandigarh@nextenders.com or

M/s NexTenders (India) Pvt. Ltd.

HSRDC Building, Bays No. 13-14, Sec-2,

H. No. 739, Ground Floor , Sector-4, Panchkula

Haryana

E – Mail ID – chandigarh@nextenders.com

2.4 Bid for a particular tender may be submitted online using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In

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case, during the process of a particular tender, the user loses his digital certificate (be it due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a back up of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.5 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 /lawful authorization to that User. The firm has to authorize a specific individual through 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 in HUDA tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.7 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.

3 **Opening of an Electronic Payment Account:**

For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service. For online payments, please refer to the Home page of the e-tendering Portal <http://huda.etenders.in>

4 **Set up of machine:**

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

5 **Online Viewing of Detailed Notice Inviting Tenders:**

The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on the HUDA's e-tenders website <http://huda.etenders.in>

6 **Download of Tender Documents:**

The tender documents can be downloaded from the Electronic Tendering System through the Portal <http://huda.etenders.in>

7 **Key Dates:**

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. 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 the time of the stage as defined in the Notice Inviting Tenders.

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8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee and Submission of Bid Seal (Hash) of online Bids:

8.1 The Payment can be made by eligible / contractors online directly through Credit Cards / Internet Banking Accounts / Cash Cards. The contractors have to pay the cost of 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.

8.2 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the time schedule (Key Dates) of the Tender.

9 Generation of Super Hash:

After the submission of Bids (Hash) by the Contractors, the bidding round will be closed and a digitally signed Super Hash will be generated by the authorized HUDA officers. This is equivalent to sealing the tender box.

10 Submission of actual online bids:

Contactors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation & submission after the generation of Super Hash. The process is required to be completed 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 contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

Note:- *Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at e-tendering portal of HUDA's website <http://huda.etenders.in>.*

**Executive Engineer,
Haryana Urban Dev Authority.
Division., Karnal**

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Total estimate cost Rs.90.00 Lacs

Item No.	Sub Head of Estimate	Rate	Unit
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As per NIT at Page _____ 1 _____ to 88 with one plan

Divisional Accountant
HUDA, Div. No. Karnal

Dy. Spdt.,
HUDA, Div. Karnal

Executive Engineer
Haryana Urban Dev. Authority
Division Karnal

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**FORM F – 1
HARYANA URBAN DEVELOPMENT AUTHORITY**

Division No. Karnal

SINGLE PERCENTAGE RATE TENDER

Name of Contractor Sh. / M/s _____

Name of work : (As described at Page No. 1) A/Cost Rs. 56.90 lacs

Job No-.....

TENDER FEE RS. 2000/- DEPOSITED VIDE RECEIPT NO. _____

DATED _____.

**Signature
(Dy. Supdt.)**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

1. All work proposed for execution by Contract will be notified in a shape of 'Notice' pasted on a board hung up in the office duly signed by the Executive Engineer Haryana Urban Development Authority referred to as Engineer-in-Charge. The detailed form of "NOTICE INVITING TENDER" can be seen in the office of Executive Engineer on any working day during working hours. This will state the work to be carried out as well as the date for submitting, opening of tenders and the time allowed for carrying out the work and the amount of security to be deposited by the successful tenderer, copies of the specification, design and drawings Contract Schedule of rates and also a 'Schedule of Ceiling Premium by which the rates for various items of the Contract Schedule of rates, shall be increased or decreased, so as to be called the "Ceiling Rates". Further any other documents required in connection with the works \ for purpose of identification by the Executive Engineer shall also be opened for inspection by the contractor in the office of the Executive Engineer during office hours.
2. In 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 power of attorney authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form stating the percentage rate above or below the "Ceiling Rates" as defined in Rule 1 at which he is willing to undertake the work. Only a single rate of percentage abovelbelow on all items of the contract Schedule shall be mentioned in the space provided in the Tender Form. For the purpose of this single rate please see Explanatory Memo below which explains the manner in which the admissible payment shall be worked out after taking into consideration the sanctioned Ceiling Premium as enumerated in the 'Schedule of Ceiling Premium' mentioned in Rule I and the rate quoted by the Contractor. Any rate entered outside this space may make the tender invalid. If a contractor quote more than one rate in case, only lower or lowest of the rates quoted shall be applicable and a counter offer shall be made to him accordingly at the lowest of the rates so quoted by him and in the event of his not' accepting the same, his earnest money shall stand forfeited and the contractor shall have no claim to the same whatsoever.

No single tender shall include more than one work, but contractor who wishes to tender for two or more works, shall submit separate tenders for each work. Tenders shall have the name-and number of the work to which they refer written outside the envelop, in which these are sealed.

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EXPLANATORY MEMO REFER TO RULE 3 OF GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

For the purpose, the basic rate for particular item specified in the Contract Schedule of Rate shall be increased by the sanctioned ceiling premium as per the "Schedule of ceiling premium" which is attached and is a part of the form. The total amount shall then be subjected to the Discount or premium quoted by the contractor.

For example the basic rate of an item is Rs. 120/- per cum and sanctioned premium is 50% and 300 cum of the item 'A' is executed and for example, the rate quoted by Contractor is 3% below the ceiling rate.

<u>QUANTITY</u>	<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>	<u>AMOUNT</u>
300 CUM	'A'	Cum	Rs. 120/-	Rs. 36,000/-
			Add ceiling premium @ 50%	Rs. 18,000/-
			Gross Total :-	Rs. 54,000/-
			Les contractor rate 3% below ceiling rate	Rs. 1,620/-
			Net Payable	Rs. 52,380/-
			If the rates quoted by the contractor was 5% Above the amount net payable would be as Under :-	
			Gross Total	Rs. 54,000/-
			Add Contractor's Rate 5% above ceiling rate	Rs. 2,700/-
			Net Payable	Rs. 56,700/-

Note : The above net payments worked out are further subject to the deductions like; Income Tax, Surcharge, Works tax etc. as per Govt. Instructions. The recoveries of all material issued from the HUDA store shall be made from the bills.

4. The tender Receiving Committee or its authorized assistant will open tenders in the presence of intending contractors or their authorized agents who may like to be present at that time, and will enter the rate of all tenders. In the event of a tender being accepted, a receipt for the earnest money forwarded there with shall be given to the contractor. In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall be returned to the contractor.
5. The tender receiving committee the right to reject all or any of the tender without assigning any reason.
6. The Haryana Urban Development Authority may refuse or suspend payments on account of a work which is executed by firm or by contractor described in their tender as a firm, unless receipt are signed by all the partners, or one of the partners, or some other person produces written Authority enabling him to give effectual receipt on behalf of the firm.
7. The receipt of an Divisional Accountant or Dy. Supdt for any money paid by the contractor will be considered as an acknowledgement of payment to Executive Engineer and the contractor shall be responsible for ensuring that he procures a receipt, duly signed by an authorized person.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Haryana Urban Development Authority and their issue rates, shall be filled in and completed in the office of the Executive Engineer before the tender is issued to an intending tenderer, without having been so filled in and completed he shall request the office to have this done before he completes & delivers the tender.

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TENDER FOR WORKS

I/We hereby tender for execution, for the Haryana Urban Development Authority for the work, specified in the under written memorandum within the time specified in such memorandum.

At

(in figures)

(in words)

Percent **ABOVE / BELOW** the Ceiling Rates worked out as per the contract Schedule of Rates and the Schedule of ceiling Premia read with the amended Rule in accordance in all respects with the specifications drawing and instructions, in writing, referred to in ammended Rule thereof and in clause- II of the annexed conditions and with such materials as are provided for by Engineer- in-charge in all other respects in accordance with such conditions as applicable.

Rates shall be entered in words and figures (both) only in the above space. In the event of variation of rate in words and figures tender may be rejected or otherwise the lower or the lowest value shall be considered.

MEMORANDUM

- | | | | |
|-----|--|---|-----------------------------------|
| (a) | General Description | : | As per page No-I |
| | | : | |
| (b) | Estimated cost | : | Rs. 56.90 lacs |
| (c) | Earnest money (@2% of estimated cost) | : | Rs. 113800/- |
| (d) | Security deposit (including earnest money) | : | @5% Rs. 284500/- |
| (e) | Percentage if any to be deducted from bills | : | <u>5% including earnest money</u> |
| (f) | Time allowed for the work from date of written order to commence | : | 06 months |

In case this tender is accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto as applicable, or on its default, to pay to the Haryana Urban Development Authority or its successor in office, the sums of money mentioned in the said conditions.

The sum of Rs. 113800/- deposited vide Haryana Urban Development Authority Receipt No. _____ Dated _____ earnest money, the full value of which is to be absolutely forfeited to the Haryana Urban Development Authority or its successor without prejudice to other rights or remedies. Should I/We fail to commence the work specified in the above memorandum the said sum or Rs. 284500/- shall be retained by the Haryana Urban Development Authority on account of the security deposit specified in, clause 1 of the said conditions of contract. Should I/We withdraw or modify the tender after the date of opening the tender, my / our earnest money shall stand forfeited to the Haryana Urban Development Authority.

Witness

Signature of the contractor

Address

Date _____

The above tender is hereby accepted by me on behalf of Haryana Urban Development Authority.

Dated :

**Executive Engineer,
HUDA, Division Karnal.**

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CONDITIONS OF CONTRACT

Clause-1 **Security deposit. This will be the same percentage as that in the tender at (d) of Pre-page:** The person/persons whose tender may be accepted (hereinafter called contractor) shall deposit an amount equal to five percent of the estimated cost of the work with the Executive Engineer (Earnest money shall be accounted as per memorandum) within 10 days of the acceptance of the tender by way of security deposit in case of default, the earnest money already lying with Executive Engineer shall stand absolutely forfeited to" the Haryana Urban Development Authority or its successor in office and the contract shall stand terminated or in the alternative, at the discretion of the Engineer-in-charge, the contractor may be required to permit Haryana Urban Development Authority at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 5% of all moneys so payable, such deductions to be held by Haryana Urban Development Authority by way of security deposit. All compensation or other sums of money payable by the contractor to Haryana Urban Development Authority under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by Haryana Urban Development Authority on any account whatsoever and in the event of his security deposit being deducted by reason of any deduction, the contractor shall within 10 days thereafter make good in cash as aforesaid any sum which may have been deducted from his security deposit or any part thereof.

Clause-2 **Compensation of Delay:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out 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-in-Charge may levy on the estimated cost of the whole work as shown by the tender for everyday that the work remains un-commenced or unfinished, after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all such 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 of 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 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-in -Charge may levy on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid" under the provisions of this. clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The Superintending Engineer HUDA Circle Karnal may on representation from the contractor, reduce the amount of compensation and his decision, in writing shall be final.

Clause-3 **Action when whole of security deposit is forfeited:** In any case in which under any clause in the contract, the contractor shall have rendered himself liable to pay any compensation to the Executive Engineer on behalf of the Haryana Urban Development Authority shall have power to adopt any of the following courses, as he may deem best suited in the interest of Haryana Urban Development Authority:-

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in such case the security deposit of the contractor shall stand forfeited and belong absolutely to the Haryana Urban Development Authority.

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- (b) To employ labour paid by the Haryana Urban Development Authority to supply material 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 (for the amount 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 rate as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to the value of the work done shall be final and conclusive against contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work has been executed by him (for the amount the certificate in writing of 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 Haryana Urban Development Authority under the contract or otherwise or from his security deposit.

In the event of any of the above courses adopted by the Executive Engineer, the contractor shall have no claim for the 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 advance on account or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof, actually performed under this contract unless and until the Executive Engineer have certified, in writing, the performance of such work and the value payable in respect, thereof, and he shall only be entitled to be paid the value so certified.

Clause – 4 **Contractor remains liable to pay compensation if action not taken under clause 3:** In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same shall not exercised the non-exercise thereof shall not constitute a waiver of any of the condition thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of contractor, for past and future compensation shall remain unaffected.

Power to take possession or require removal or sell contractor's plant: In the event of the Executive Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to be certified by the Executive Engineer where certificate thereof shall be final, otherwise the Executive Engineer may by notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale, on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer to the expenses for such removal and the amount of the proceeds and expenses, if any, shall be final and conclusive against the contractor.

Clause – 5 **Extension of time:** If the contractor desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply, in writing, to the Executive Engineer within 30 days of the date of the hindrance but before the expiry of the contractual period on account of which he desires

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such extension as aforesaid and the competent authority shall, if in his opinion (which shall be final reasonable ground) be shown therefore authorize such extension of time if any so may in his opinion be necessary or proper.

Clause- 5(a) **Contractor to submit a return every month on any work claimed as extra:** The contractor shall deliver in the office of the Executive Engineer on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra and such return shall contain the value of such work as claimed by the contractor, which value shall be based upon the prices in the contract or in Schedule of rates inforce in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatsoever kind. However arising which at the date thereof, he has or may claim to have against the Executive Engineer under or in respect of or 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 claim not so included whatsoever be the circumstances.

District rate
mean the
Haryana PWD
Building and
Road Branch
rates for that
District

Clause – 6 Without prejudice to the right of Haryana Urban Development Authority, under any clause hereinafter contained on completion of the work, the contractor shall be furnished with the certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor work shall be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off dirt from all wood works, floor, other parts of any building in, upon or around which the work is to be executed, or part of which he had in possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-incharge at the expense of the contractor shall remove such scaffolding, surplus materials and rubbish and dispose of the same as he may think fit and clean off such dirt as aforesaid and the contractor shall pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or such surplus materials as aforesaid except for any sum actually realized on account of sales, thereof.

Final Certificate

Clause – 7 Payments on intermediate certificates to be regarded as advances: No payment shall be made for works estimated to cost less than Rs. One thousand, till the whole of the works shall have been completed and the certificate of completion given. But in the case of work estimated to cost more than Rs. One thousand the contractor not submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof as approved and passed by 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 payment shall be regarded as payments by way of advances against the final payment only and not as payments for the works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as far the final settlement and adjustments of the accounts or otherwise or in any other way vary or effect 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 measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the accounts Departments authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined by the Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post about the facts of

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the movement of the final bill and the amount thereof.

Clause -7 (a) The deduction referred to in Clause-I herein before or such part thereof as may be due to contractor under this contract shall be payable to contractor after a period nill period of 5year after the payment of final bill.

Clause – 8 **Bills to be submitted monthly:** 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 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 do 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 and the Engineer-in-charge may prepare, a bill from such list which shall be binding on the contractor in all respect.

Clause – 9 **Bills to be on printed forms:** The contractors shall submit all bills, in triplicate, on printed forms to be had on application from the office of the Engineer-in-charge and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra works ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate 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 Engineer-in-charge's store or if it is required that contractor shall use certain store to be provided by the Engineer-incharge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning for effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the said schedule of memorandum may be set off or deducted from any sums due or thereafter to become due, to the contractor under the contract or otherwise against or from the security deposit. Materials supplied to the contractor shall remain the property of the HUDA and shall be kept in safe custody of contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge & shall all times be opened for inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Engineer-in-charge's store if by a notice, in writing, under his hand he shall so require, but the contractor shall not be entitled to return any such materials without such consent and shall have no claims for compensation on account of any such materials to be supplied to him as aforesaid being unused by him, or any wastage in or damage to any such' materials.

Clause – 11 **Works to be executed in accordance with specifications drawing orders etc:** The contractor shall execute the whole and every part of the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with Haryana P.W.D. specification latest edition / specifications as may be specifically provided for. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work (signed by the Engineer -in-charge) and lodged in the office and to which the contractor shall be entitled to have access at his office or at the site of the work. For the purpose of inspection during office hours, the contractors shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs and instruction as aforesaid.

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Clause – 11A Removal of employee workman and foreman: The Engineer-in-charge shall have full powers at all time 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 such workman from the work, the contractor shall comply with the request forth with.

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

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

Clause – 12 Alterations in specifications and designs: The Engineer-in-charge shall have power to make any alteration or omission or additions from the original specifications, drawings designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions given to him, in writing, duly signed by the Engineer-in-charge and such alterations omissions, additions or substitutions shall not invalidate the contract & any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same rates, terms & conditions on which he agreed to do the main work. The time for the completion of the works shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the Haryana schedule of rates, subject to the same percentage above or below for items. and if such class or work is not entered in the Haryana PWD Schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer- in-charge of the rate, which it is his intention to charge for such class of work. If Engineer-in-charge does not agree to his rate, he shall by notice, in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-incharge. In the event of a dispute, the decision of the respective Superintending Engineer, HUDA shall be final.

Clause - 13 No compensation for alternation in or restriction of work to be carried out: If at any time, after the commencement of the work, the Haryana Urban Development Authority shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the contractors who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage which he might have derived from execution of the work in full which he did not drive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work originally contemplated.

Clause – 14 Action and compensation payable in case of bad work: If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any material or article provided by him for the execution of the work are unsound or of

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a quality inferior to the contract or otherwise not in accordance with the contract, the contractor shall on demand, in writing, from the Engineer-in-charge specifying the work, materials or articles complained or not withstanding that the same may have been inadvertently passed, certified and paid for the forthwith rectify or removed and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or article at his own charge and cost. In the event of its failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of estimate of everyday not exceeding ten days, while his failure to do so shall continue and in case of any such failure the Engineer-incharge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense of the contractor.

Clause – 15 Work to be open to inspections, contractor or his responsible agent to be present: All works 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 contractor shall at all times, during the usual working hours and at all other time with reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly authorized, in writing, present for that purpose. Orders given to the contractor's agent shall considered to have the same force as they had been given to the contractor himself.

Clause – 16 Notice to be given before work is covered up: The contractor shall give not less then five days notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without the consent, in writing, of the Engineer-in-charge or his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause 17 Contractor liable for damage done and for imperfections for 3 months after certificate: If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working, on any building, Road, Fence, enclosure or grass, land, cultivated ground or the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its completions, shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses and 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 at any time thereafter, may become due to the contractor or from his security deposit.

Clause 18 Contractor to supply plant ladders, scaffoldings etc: The contractor shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliances, ladders, cordage, scaffolding and temporary works required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-

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fencing etc. in-charge, as to any matter as to which, under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor, and the expense may be deducted from any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof. The contractor shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, actions or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 19 No female labour shall be employed within the limits of Cantonment.

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

Clause 19B The contractor shall pay his labourer not less than the wages determined under minimum wages act for the District.

Clause 20 **Work on Sunday:** No work shall be done on Sunday without the sanction, in writing, of Engineer-in-charge.

Clause 20A **Contractor liable for payment of compensation to injured workman or in case of death to his relations:** In every case in which by virtue of the provision of section 12, sub section (1) of the workmen's compensation Act, 1923. Haryana Urban Development Authority is obliged to pay compensation to workman' employed by the contractor, in execution of the works. Haryana Urban Development Authority will recover from the contractor the amount of the compensation so paid and without prejudice to the right of Haryana Urban Development Authority under section 12, sub section (2) of the said acts, Haryana Urban Development Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security or from any sum due to the contractor, whether under this contract or otherwise.

Haryana Urban Development Authority shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said act except on the written request of the contractor and upon his giving request to Haryana Urban Development Authority full security for all costs for which Haryana Urban Development Authority might become liable in consequence of contesting such claim.

Clause 21 **Work not be sublet. Contract may be rescinded and security deposit forfeited:** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall reassign 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 attempts to do so or if any bribe, gratuity, gift, loan, reward or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Haryana Urban Development Authority, in any way relating to his office or employment or if any such officer or person shall become in any way directly or the indirectly interested in the contract, the Engineer-in-charge may thereupon by notice, in writing, rescind the contract and security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Haryana Urban Development Authority. The same consequence shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

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Clause 22 **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:** All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 22A **Deduction of amounts due to Government on any account whatsoever to be recoverable from sums payable to a contractor:** Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever' and any other sum found to be due to Haryana Urban Development Authority by the contractors in respect of this contract or any other contract or work order for any sum whatsoever shall be recoverable from the contractor from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of the Haryana Government / Haryana Urban Development Authority.

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

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

Clause 25 **Claims for payment of any extra ordinary nature to be referred to HUDA for decision:** No claims for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-In-Charge or claims for compensation where work has been temporarily brought to a standstill with no fault of the contractor, shall be allowed unless and to the extent that the same shall have been sanctioned by the Haryana Urban Development Authority.

Clause 25(A): **(i)** If any dispute or difference of any kind whatsoever shall arise between the HUDA/or authorized representative of HUDA 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 that time and Engineer-in-Charge shall with in a period of sixty days after being requested, in writing, made 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 HUDA/or authorized representative of HUDA or contractor requires arbitration as hereinafter provided for, 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, after being requested, from the date on which request has been made to the Executive Engineer In-Charge request the Engineer-in-Chief / Chief Engineer, HUDA that the matters in dispute be relevant to arbitration, as hereinafter provided.

(ii) All dispute or difference in respect of which the decision is not final and conclusive

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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 of HUDA, to be nominated by designation by the Engineer-in-Chief / Chief Engineer, HUDA at the relevant time. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. servant / in service of HUDA or that he had to deal with the matters to which the contract relates in the course of his duties as a Govt. servant / in service of HUDA he has expressed his views on all or any of the matter in dispute. The Arbitrator to whom the matters 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.

OR

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

(iii) It is also a term of this arbitration agreement that no person other than a person appointed by the Engineer-in-Chief / Chief Engineer, HUDA 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. 25000/- the arbitrator must invariably give reasons for his award in respect of each claim and counter / claims separately.

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

(v) The following matters shall not lie within the perview 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/omitted work / defective work referred by the contractor for the decision of Superintending Engineer In-Charge of the work if it is being heard or has already been decided by the said Superintending Engineer
- c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the HUDA and has been so decided finally by the HUDA.

(vi) 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.

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

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him within one month from the date of the award.

Amount of Claims	Rate of security deposit
i) For claims below Rs. 10,000/-	2% of amount claimed
ii) For claims of Rs. 10,00/- and above & 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.

(viii) The venue of arbitration shall be such places as may be fixed by the arbitrator at his sole discretion. The work under the contract shall continue during the arbitration proceedings.

(ix) 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 work as certified by Executive Engineer-in-Charge, or
Of the date of abandonment of the work, or
- b) Of its non-commencement within 6 months from the date of allotment or written orders to commence the work as applicable, or
- c) 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
- d) 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.
- e)

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.

(x) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Courts 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 Engineer-In-Charge, HUDA to terminate the contract and make alternative arrangements for the completion of the work.

(xi) 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.

(xii) it is also a term of this arbitration agreement that subject to the stipulation herein

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mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1940 or any other law in force for the time being.

- Clause 26** 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 manufacturing of an article to be supplied under this contract e.g. fluctuation in 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 finished work.
- Fluctuation in railway freight
- Clause 27** **Lump sum estimate:** When the estimate on which a tender is made include lump-sum provision in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or the part of the work in question is not in the opinion of the Engineer-in-charge, measurable, the Engineer-in-charge may at his discretion, pay the lump sum amount entered in the estimate and the certificate, in writing, of the Engineer-incharge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.
- Clause 28** **Action where no specification:** In case of any class of work for which there is no specifications as is mentioned in Rule 1, such work shall be carried out in accordance with the district specifications and in the event of there being no district specification, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.
- Clause 29** **Definition on work:** The expression "Work or Works" where used in these conditions shall unless specified either in subject or context repugnant to such construct or be constructed & taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- Clause 30** The percentage referred to at page-7 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Haryana Urban Development Authority or direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the Haryana PWD Schedule of Rates 1988.
- Clause 31** Unless otherwise specified in the contract, the term "Engineer-in-charge" referred to in the tender and contract for the work means Executive Engineer, HUDA, Division Karnal.
- Clause 32** The contractor shall be responsible for making his own arrangements for securing licenses for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements.
- Clause 33** The contractor undertakes that he is not related to any of the officers employed by the Haryana Urban Development Authority.
- Clause 34** No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default, the pit so dug will be filled in by the department at the cost of the contractor plus 14% departmental charges.
- Clause 35** **Deleted**
- Clause 36** All royalty and compensation for building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.
- Clause 37** The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable.

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- Clause 38** It will be the responsibility of the contractor to ensure that trees at the site of work' and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-charge and deducted from the bill of the contractor.
- Clause 39** 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 expense 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 the HUDA at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be final and binding. Contractor will also follow the fair wage clause attached.
- Clause 40** 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 HUDA and no payment shall be made for it.
- Clause 41** 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 42** HUDA reserve the option to take away any items of the work or part thereof at 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 43** No claim on account of fluctuation in prices due to war or any other cause will be entertained.
- Clause 44** The contractor shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.
- Clause 45** No compensation whatsoever 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 46** The contractor will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.
- Clause 47** The terms and conditions of the agreement have been explained to me / us and I / we clearly understand them.
- Clause 48** All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc. shall be provided by the contractor at his own cost and nothing extra is payable on this account.
- Clause 49** With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor /firm.

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HARYANA URBAN DEVELOPMENT AUTHORITY

CONTRACTS LABOUR REGULATIONS

1. **Short titles :** These regulations may be called Haryana (1) Public Works Departments Contractors Labour Regulations.
2. **Definitions** in these regulations unless otherwise expressed or indicated the following words and expression shall have the meaning given herein against them respectively that is to say.
 - a) "Labour" means workers employed by the contractor directly or indirectly through sub contractor or other person or by an agent on his behalf.
 - b) Fair wages means wages whether for time or piece work notified at the time of submitting tender of the work and where such wages have not been so notified the wages prescribed by the Haryana Public Works Department for the district in which the work is done.
 - c) "Contractors" shall include every person whether a sub-contractor or headmen or agent employing labour on the work taken on contract.
 - d) "Wages" shall have the same meaning as defined in the payment of wages Act, 1936 and include time and piece rate wages.
3. **Display of notice regarding wages etc.** The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous place on the work notice in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Haryana Public Works Department and the hours of work for which such wages are earned.
4. **Payment of wages (1)** Wages due to every worker shall be paid to him direct, **(2)** all wages shall be paid in current coin or currency or in both.

FIXATION OF WAGES PERIODS

5. (i) The contractor shall fix wage periods in respect of which the wages shall be payable.
No wage period shall exceed one month.
 - (ii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of wage period in respect of which the wage are payable.
 - (iii) 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 day of expiry of the month in which his employment is terminated.
 - (iv) All the payment of wages shall be made on working day.
 - (v)
6. **Wages book and ages slop etc.**
 - [1] The Contractor shall maintain a wage book of each worker in such form as may be convenient but this shall include the following particulars
 - (a) Rate of daily or monthly wages or contract wages.

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- (b) name of work on which employed.
 - (c) Nature of work on which employed.
 - (d) Total number of days worked during each wage period and total amount payable for the work during wage period.
 - (e) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- [2] The contractor shall also maintain a wage slip for each worker employed on the work.
- [3] The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Slip to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.
7. [1] Fines and deductions which may be made from the wages of a worker shall be paid to him without any deduction of any kind except the following.
- (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place or places where by the term of his employment he is required to work. The amount of deduction shall be proportion to the period for which he was absent.
 - (c) Deduction for damages to or loss of goods expressly entrusted to the employed person for custody or for less or more for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deduction which Haryana Urban Development Authority may form, time to time allow.
- [2] No fine shall be imposed on a worker and no deduction for damage shall made be from his wages until the worker has been given an opportunity or showing causes against such fines or deductions.
- [3] The total amount or fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in a rupee of the wage payable to him in respect of that wages period.
- [4] No fine imposed on a worker shall be recovered from him installment or after expiry of 60 days from the date on which it was imposed.
8. **Register of fines act-8** [1] The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deductions for damage or loss, which was made.
- [2] The contractor shall maintain a list in English and local Indian Language clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clear and legible condition at conspicuous place on the work.
9. **Preservation of Books** - The wage book, the slip and the register of fine· deductions required to be maintained under the regulation shall be preserved for 12 months after the

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date of last entry made in them.

10. **Powers of Labour Welfare Officer to make investigation or Enquiry** - The Labour Welfare Office or any other person authorized by the Haryana Urban Development Authority on their behalf shall have power to make enquiry with a view to ascertaining and enforcing due and proper observances of the wage clause & the provisions of these regulations. He shall investigate into any complaint regarding the default made by contractor - sub contractor in regard to such provision.
11. **Report of labour welfare officer.** The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the labourers with a note that necessary deduction from the contractors bill be made and wages of the other dues be paid to the labourers concerned.
12. **Appeal against the decision of Labour Welfare Officer** - Any person aggrieved by the decision and recommendation of the labour welfare officer or other person so. authorized may appeal, against such decision to the Labour commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
13. No party shall be allowed to be represented by a lawyer during any investigation or enquiry appeal or any other proceedings under these regulations.
14. **Inspection of Register** - The contractor shall allow inspection of the wages book and wages slip to any of his workers or to his agent at a convenient time and place after due notice received or the labour welfare officer or any other person authorized by the Haryana Urban Development Authority on his behalf.
15. **Submission of return** - The contractor shall maintain and submit periodical return as may be specified from time to time.
16. **Amendment** - The Haryana Urban Development Authority from time to time add or amend these regulations and or any question as to the application, interpretation or effect of these regulation the decision of the Labour Commissioner to Haryana Government or any other person authorized by the Haryana Urban Development Authority in that behalf shall be final.
17. The contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him.

Suitable temporary hutting accommodation.

 - a) Trench Latrin, bathing enclosure, platforms, separately for men and women with regular clear Drinking Water.
 - b)

In the event of his failure to provide any or all the amenities, the same shall be provided by the Haryana Urban Development Authority and cost thereof shall be recovered from the contractor. Any dispute regarding above point shall be settled by the Engineer-in-charge and his decision shall be final.

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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 of inviting tenders of the work and where such wages have not been so notified, the wage prescribed by the Public Works Deptt., Building and road 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 labours, 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 Public Works Deptt. Contractors' Labours 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 register, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.
- (d) The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment 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 or for non-observance of the regulation is referred to in clause (c) above).
- (e) Vis-a.-vis the Haryana Urban Development Authority, 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 and any breach thereof shall be deemed to be a breach 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 contractor that he has made payment to all workers connected with the execution of the work, for which the payment is being made.
- (i) 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 most. 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

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LIST OF MATERIAL TO BE ISSUED BY THE ENGINEER-IN-CHARGE OF THE WORKS TO THE CONTRACTOR

NOTES:

1. All the materials, will be issued at the place of issue given and all the cost of carriage from the place of issue to the site of work will be borne by the Contractor and this is included in the rate for the work carried out by the contractor.
2. In case any quantity of cement, steel, coal or any other controlled or uncontrolled commodity for use directly on the aforesaid work of manufacturers or materials required in connection therewith, which is not utilized for the purpose for which it is issued or otherwise disposed off by him or spoiled or lost or allowed to get destroyed or used in excess of the quantities actually required to be used as per specification therein stipulated or these from fixed by the Engineer-in-charge, the cost of such quantities of the material shall without prejudice to other rights and remedies available to the Haryana Urban Development Authority be recoverable from the contractor on double the stock rate at which it is agreed to be supplied to the contractor or double the stock rate for the quantities issued free of cost.
3. **EXCESS / SHORT CONSUMPTION OF MATERIAL RECOVERY FROM CONTRACTOR**
 - a) **For excessive consumption of Material upto 5% (five percent)**

Recovery will be made from the contractor at issue rate plus 3% storage charges
 - b) **Excessive consumption of material more than 5% (five percent)**

Recovery will be made from the contractor for the excessive consumption of materials at panel rate provided in the contract plus three percent storage charges.
 - c) **For short consumption of material upto 5% (five percent)**

The recovery of cost of material less consumed would be made from the contractor at issue rates
 - d) **In case of less consumption by more than 5% (five percent).**

The rates of concerned items will be reduced where less materials might have been consumed and the same would be reduced proportionate to the materials used shorter than prescribed. However where it is not possible to determine the exact item on which less materials has been used, the cost of materials would be recovered from the contractor at issue rate and in addition the contractor will be open for disciplinary action by the Divisional Officer. In case where the items of work become non-schedule and non-agreemental due to less consumption of materials, the Executive Engineer may sanction such non - schedule and non agreement rate upto the power of his technical sanction of original work where amounts larger than those mentioned above are involved, the rates will be got approved from the competent authorities concerned who can approve such rates upto their powers to sanction estimates technically. It should also be left to the Executive Engineer to determine whether the structure is affected adversely by less consumption of material and in cases where he feels that it is likely to be so, it is for him to reject the work and decision in such matters of Executive Engineer shall be final.
4. 3% storage charges will be levied on all materials issued to the contractor from stock, the cost of which is recoverable.
5. The octroi, terminal tax, royalty and other taxes and charges on the materials issued shall be borne by the contractor.

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6. The recovery of material issued by HUDA store shall be made in the usual manner from the running bills for the upto date quantity of such materials issued to the contractor not withstanding that lesser quantity of material might have been consumed on the work & the balance quantity may be lying in store at the site of work.
7. Material issued at HUDA Store if not used at site will be returned in HUDA Store immediately. In case the material is not returned or lesser material is returned recovery at panel rate will be made at the rates given in the contract plus storage charges.
8. The other material mentioned in the list will be supplied to the extent of the separate security deposit of suitable amount as per direction of Engineer-incharge

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Name of work: **Special repair of 18mtr wide road in Sec-17-I ,U.E Jagadhari.
“Supply and laying of 50mm thick B.M. and 20mm thick mss
complete in all in all respect & all other works contingent
thereto” (including 5 years maintenance period)”.**

**App. Cost . 56.90 lacs
Earnest money Rs. 113800/-
Time limit: 04 months**

Schedule showing (approximately) materials issued from Haryana Urban Development Authority, stores for works contract to be executed and the rates at which are to be charged for.

DELETED

Note:- 3% storage charges will be levied on all above material issued to the contractor from the stock, the cost of which is recoverable.

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AFFIDAVIT

I _____ S/o Sh. _____ resident of
_____ Section _____ Distt.
_____ contractor / partner / share holders (strike out the which is not applicable) (firm or
contractor) do hereby solemnly declare as under:-

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

DEPONENT

WITNESS

DATED :

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

DEPONENT

WITNESS

DATED :

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Name of work

:-

Special repair of 18M wide road in sec-17-I U.E., Jagadhari.

"Supply and laying of 50mm thick BM & 20mm thick MSS complete in all respect and all other works contingent thereo

A/Cost Rs.56.90 lacs

CONTRACT SCHEDULE OF RATES

Sr. No.	HSR Item No.	Description of Item	Qty.	Unit	Rate
1	2	3	4	5	6
1	Appd. Item	Providing and laying tack coat with bitumen emulsion (Rapid Action) @ 25Kg/100Sqm.	27000 Sqm	Per Sqm	Rs. 10.00
2	Appd. Item	Prov. & laying 50mm thick bitumenous macadam using coarse aggregate 26.5mm to 11.2mm key aggregate 11.2mm to 2.8mm. The bitumen grade 60/70 content for pre-mixing shall be 3.30% to 3.5% by weight of total mix except when otherwise directed by the Engineer-In-Charge including mixing and heated with mechanical mixer in the proportion as per design criteria specified carriage of premixed material from plant site to site of work and laying and rolling it with road roller, to achieve the specified value of compaction, strength and surface accuracy complete including cost of material, establishment and getting up the field laboratory for quality control, plant transportation lighting arrangement sign boards and chowkidars etc. complete in all respect. (with sensor paver only) including cost of bitumen. (Density 2.20 M.T/Cum)	1485 M.T	Per M.T	Rs. 2480.00
3	Appd. Item	Prov. & laying 20mm thick mix seal surfacing on roads used bazri 11.2mm to 2.8mm @ 2.70 cum per 100 sqm area. The bitumen shall be used/ binder grade 80/100 @ 190Kg/100 sqm for mixing bazri 11.2mm and coarse sand including mixing and heating bazri, coarse sand and bitumen with mechanical mixer to sensor paver in the proportion as per design for criteria specified including carriage of mixed material from plant site to site of work and laying the same with paver and rolling it with road roller to achieve the specified value of compaction, strength and surface accuracy complete including cost of all material, cost of bitumen establishment and setting up field laboratory for quality control sign board and chowkidar etc. complete for all roads and lift.	13500 Sqm	Per Sqm	Rs. 128.60

**Executive Engineer,
HUDA Division, Karnal**

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PART-B

ANNUAL MAINTENANCE

Special repair of 18mtr wide road in Sec-17-I ,U.E Jagadhari. "Supply and laying of 50mm thick B.M. and 20mm thick mss complete in all in all respect & all other works contingent thereto" (including 5 years maintenance period)".

**App. Cost 56.90 lacs
Earnest money Rs. 113800/-
Time limit: 04 months**

1st year Free of Cost (Mtc Liability period)

2nd Year Rs.(Rates to be quoted by the contractor)

3rd Year Rs.(Rates to be quoted by the contractor)

4th Year Rs.(Rates to be quoted by the contractor)

5thYear Rs.(Rates to be quoted by the contractor)

Note :- (Mtc. period of 1 year will start after
Completion of defect liability or extended
Defect liability period whichever is later.)

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NOTES

1. This contract schedule of rates is an extract of the relevant items from the Haryana PWD Schedule of rates, 1988 and is to be read with another schedule attached here to namely, as the "SCHEDULE OF CEILING PREMIA" for this purpose of cross reference against each item, the chapter No. and the item No. has been indicated.
2. The work will be carried out according to P.W.D. Book of specification latest edition/IRC specification which will form a part and parcel of this contract schedule of rates.
3. Approximate quantities are given in the contract schedule of rates and these can vary at the time of execution of work. The payment will be made according to the actual work done by the contractor.
4. The work will be considered to be situated in the Municipal limits for all purposes.
5. The items here after be described very briefly but the description would mean complete description in the aforesaid Haryana P.W.D. schedule of rates 1988.
6. All item in the contract schedule of rates are subject to the foot note and as given in the Hr. PWD schedule of rate 1988 regarding these items.
7. Any item of work note provided in the contract schedule of rate but require to be executed, will be paid at the Hr. PWD schedule of rates 1988 together with the ceiling premium exhibited in the NIT for various chapter where the item exist in the Hr. PWD schedule of rate 1988, subject to premium or discount tendered by the contractor. In case of non schedule items this will be governed by Clause-12 of the contract agreement/approved NIT/ tender form.
8. All the amendment issued in the Hr. PWD schedule of rate 1988 up till the date of opening of tender will be applicable on the contract schedule of rates.
9. The list of ceiling premium admissible on various item contains in the various chapters of the Hr. PWD schedule of rate 1988 is attached with NOTICE INVITING TENDERS and shall for the part and parcel of this contract schedule of rates, the ceiling premia will be allowed on the various items, contained in the contract schedule of rates. On all these item which do not fall with in the Hr. PWD schedule of rates 1988 i.e. approved item and ceiling premium will be zero.
10. All charges such as royalty, Municipal taxes, octroi, charges forest tax, sales tax & other kind of taxes shall be paid by the contractor and are inclusive in the rates quoted by the contractor.

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11. Material collection in excess shall not be paid for and if the same is not removed from the site of work within one month from the date of final measurements, the same shall be become the property of the authority.
12. The contractor after completion of work will have to get his labour shifted immediately with adequate indemnifying arrangements (An undertaking in the shape of affidavit duly attested by Ist. Class Magistrate be also taken from the contractor while awarding the work). In the event of his failure to shift the labour, he will be liable for penal action either in the shape of penalty equal t o 10% of total cost of work of his enlistment with HUDA or any other department of Haryana shall be liable to be cancelled.
13. Stacking shall be commenced from the for thest and from source to supply and shall proceed continuously.
14. If the contractor bring the material viz. stone soiling, stone metal grit and course sand etc. from any other source/quarry located at the further distance then the one mentioned in the description of the item, nothing extra shall be payable to the contractor. In case the contractor bring the said material from any other nearer sources/quarry than the source/quarry mentioned in the description of that item deduction on account of less distance covered shall be effected from the contractor at ceiling rate.
15. No over gauge material will be accepted by the Department in any case even by reducing the rate. The over gauge material shall either be rejected or got broken from the contractor be specified gauge then the same will be got broken departmentally at the risk and cost of the contractor after due notice.
16. No claim will be entertained from the contractor in case any mistake in description, rate or unit occur in any of the items taken in the contract schedule of rates on account of typing comparison or over sighting. If there will be any mistake the same shall rectifiable at any stage as per Haryana PWD schedule of rates 1988 with amendments of the same received from time to time.
17. The earnest money deposited for the tender will not be returned to the contractor/Firm till the acceptance of tender or three months which ever is earlier.
18. In case any contractor the deposit the earnest money for the tender documents and taken does not submit his tender the Earnest money in that case will be returned only after the acceptance of the tender or three months, which is late.
19. The Earnest money deposited for the tender documents will be refunded to the contractor/firm through cheque only after the allotment of work or three months, which ever i.e. earlier/ later as the case may be.

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20. Sales tax and income tax will be deducted from the contractor on the gross amount as per instructions of Govt. issued from time to time.
21. The successful tender shall have to sign the affidavit to the fact that he has no relation or connection with the contractor/firm blacklisted by the Haryana Govt., Govt. of India from time to time. The form of affidavit is annexed on page
22. The measurement of work done shall be made on cross section basis after completion which shall be taken before the commencement of work and after completion of work.
23. 20% Deduction shall be made in case loose earth is measured and paid for on cross section basis for running payment .
24. No pits shall be due by the contractor near the site of work for taking earth for use on work . In case of default, the pits so dug will be filled by the contractor if he failed to do so, the same will be filled by the HUDA at the cost of contractor plus 40% departmental charges.
25. 1% Cess will be deducted from the gross amount of the bill of the contractor as per Govt. Instructions.

**Executive Engineer,
HUDA Division, Karnal**

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TECHNICAL CONDITION

1. The work will be carried out as per M.O.R.T.&H (roads wings) specification for Roads & bridges work 2001 (4th revision).
2. For item of B.M. work, contractor shall intimate to the Engineer-in –Charge in writing in 20 days (before the start of work , the job mix formula proposed to be used by him for the work and will take up the work only after approval of job mix formula.
3. The unit of measurement of bituminous macadam will be weight in the metric tonne of the bituminous mix laid , consolidate and finished. Which shall be determined as under:-
 - a) Volume of the mix laid at site will be calculated by the multiplying the area covered with average thickness actually laid at site average thickness measure at suitable intervals both along length across width of road.

The weight shall then be worked out by multiplying the volume of mix on particular stretch of the road with the average field density of the very particular stretch and the weight thus worked out above shall be considered .the average density for the stretch shall be determined by the actual determination of field density by sand replacement method.
 - b)
 - I) the contractor shall provide, install, maintain and operate at his own costing
good working condition weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer-in- Charge or his representative.
 - II) Each truck before loading of the mix shall be weigh on the weigh bridge and its weight shall be recorded under the signature of authorized representative of the contractor and Engineer –in –Charge.
 - III) The truck shall again be weighted on the weigh bridge after loading the mix and its weight recorded under the signature of the site representative as per prescribed proforma given at condition No. 35on page _____ weight of mix material will be determined from difference of (III) and (II).
 - c) Lowest of weight calculated under para3(a) & 3(b) above will be considered and paid for.
 - d) The minimum density for the bituminous macadam work shall not be less than 95% of that obtained by job mix formula and deviation of actual density achieved by job mix formula will be as per the acceptance criteria laid done as per MORT &H specification.

However, the density of B.M shall not be less than 2.2, in any case. Stretches of the work for which less density is achieved will be rejected. Minimum one density test will be carried out for 250 sqm. Area for BM work.
4. The bitumen content of bituminous macadam work will be between 3.3 to 3.5% by weight of the total mix. If the bitumen content is found less than 3.3% of the total bituminous macadam, than the work will be rejected straight way.

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It is further clarified that extra payment over and above that rate quoted by the agency for this item of the work will be made on account of bitumen if required to be used beyond 3,3% as per job mix formula submitted by the agency and approved by the Engineer-in-Charge.

5. Hot mix plant will be so located, (Subject to the approval of the Engineer-in-Charge) involving such lead I transportation of the mix so as to avoid its segregation and temperature drop.
6. The construction of the subsequent layer of same or other material over to finished layer shall be done after obtaining written permission from the Engineer-in-Charge. Similar written permission from the Engineer-in-Charge shall be obtained in respect of all other item of the work prior to proceeding with the next stage of construction.

General Condition

1. Wherever in the description of the item in the bill of the quantities the specification clause No. of M.O.R.T. & H is missing, the same shall be carried out strictly in accordance with the M.O.R.T. & H (Road wing) specification (IV revision) of 2001.
2. The contractor shall clear the site of work simultaneously as the work proceeds failing which the same shall be got cleared by the Engineer-In-Charge at the risk & cost of the contractor.
3. Collection of material at site for the proper execution of work as per specification shall include all leads and lifts. The percentage rates quoted by the contractor shall hold good irrespective of the quarry/sources from which materials are brought so long it conform to the specification. Closure/change of any quarry/source shall not entitle the contractor to claim any revision in rates.
4. The contractor shall store all material in proper manner so as to avoid contamination, deterioration and any accidents. He shall not store or keep any material tools and plant in public through fares expect for each such as required for immediate use on work. The places at site, where the material are stored shall be subjected to approval of the Engineer-in Charge. At the places where the material are stored by the contractor who will make his own arrangements to clear the places within such time as may be instructed by the Engineer-in- Charge at the risk and cost of contractor.
5. No compensation for any damage caused to work/material by rain, flood or other natural calamities shall be paid to the contractor. The contractor shall make good all such damages at his own cost as per direction of Engineer-in-Charge.

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6. The contractor shall obtain prior approval of the Engineer-in –charge before installation of water and power system, electrical and mechanical equipments and plants and all temporary construction etc. at site of work on completion of work, the contractor shall made good the ground at his own cost as per direction of Engineer-in-Charge, failing which the same shall be made good by the Engineer-in-Charge at the risk and cost of the contractor.
7. The contractor shall make his own arrangements for obtaining electrical connection, if required, and make necessary payment directly to the deptt. concerned.
8. The contractor shall not occupy by this operation more than 0.5 of width of any road or street. However, in special conditions, the contractor shall obtain the consent of Engineer-in-Charge in writing before closing any road for vehicular traffic and footpath shall be kept clear at all times. The contractor shall make all the precaution to avoid any accident and for proper guidance of the traffic by providing necessary barriers, reflective cautionary sign/signal. Speed limits boards, red and green flags, electric light focus type at night, with sufficient number of chowkidar and other while work is progress or blocking the road wherever otherwise necessary. The material and machinery shall be stocked / placed at the site of the work in such a way that there will be no obstruction to traffic and inconveniences to public. No claim shall be entertained on account of such faulty arrangements made by the contractor. The contractor shall be fully responsible for all accidents caused by the negligence of such precaution. In case of contractor fails to comply with the afore said arrangements the same shall be made by Engineer-in-Charge at the risk and cost of contractor.
9. If directed by the Engineer-in- charge in writing the work shall be done during night time for which nothing extra shall be paid to the contractor.
10. The contractor shall make arrangements at his own cost for at least two numbers of modern leveling instruments (wild type) for the purpose of carrying leveling operation failing which the same shall be arrange d by the Engineer-in-Charge at his risk and cost.
11. No work should be done in the absence of the contractor or his authorized representative. A technician and surveyor will be provided/made available for all working time by the contractor for carrying out quality control test and surveying. Nothing extra will be paid on this account.
12. Nothing will be paid for unforeseen delays on account of non-availability of any kind of material or drawing and design.
13. The contractor will be responsible for setting out the work, establishing benchmark, centerline etc. and will carry out all such work at his own cost.

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14. Before start of the work, the contractor shall submit the program of execution of work, get is approved from the Engineer-in-Charge and strictly adhere to the same for timely completion of the project.
15. The contractor shall have to make approaches to the site, if so required and keep them into goon condition for transportation of labour and materials as well as inspection of work by Engineer-in-Charge. Nothing extra shall be paid on this account.
16. The contractor shall bear all incidental charges for cartage, storage and safe custody of material issued to him by the deppt. If any or his own material.
17. The rate quoted by the agency/contractor shall including the entire cost of royalty, Municipal tax, forest or an other tax whether local or state or central or any other taxes, direct or indirect including all loading, unloading, carries on kacha/pacca bed and road and staking including all labour for supply of material at the destination and nothing extra shall be paid. The contractor shall quote his accordingly.
18. The contractor will arrange and use its own all types of machinery and T & P incidental to all operation for the work. The rates to be quoted should be inclusive of the same.
19. The staking will be done at hot mix plant site for various type of material in the sequence as approved by the Engineer-in-charge, which will have to be maintained.
20. The contractor shall remove all bitumen stop on kerbs and channels and all heap of wasted mix from gully grating, bell mouth and other installation at the end of the day work, failing which the same shall be done at his risk and cost.
21. In case of important roads where the intensity of the traffic is high, the controller shall, if instructed by the Engineer-in-Charge, restrict the work to non peak period as determined by the Engineer-in-Charge. No claim/compensation on account on the same shall be entertained.
22. Collection of material should be so planned that it is commensurate with physical progress.
23. The quality control for road work and material will be exercised as per section 900 of MORT & H specification (iv revision) 2001 and for determining the quality of bitumen used by the extraction method as per procedure laid for doing such test by IRC, the frequency of sampling will be :-
 - a) MSS/Pre Mix Carpet :- one test per 50 meter cube and not less than two test per day.
 - b) BM:- one test per 100 meter cube and not less than two test per day.
24. At the time of start of work, the contractor shall get a sample work done in presence of Engineer-in-Charge who shall fix up the degree of

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compaction/consolidation required for particular item of work and conduct suitable test at regular intervals to determine how far the work done approaches the desired limit. In case test reveal any deficiency, the contractor shall make good the same without extra payment or work will be rejected if not according to required specification.

- 25. The contractor shall progress on different part simultaneously to ensure completion of the road so that minimum breakage and repairs are involved
- 26. To arrive at the desired grading of material for BM, the exact quantities of material of different gauges shall be determined and stocked on the basis of laboratory test from time to time. The extra payment on this account would not be admissible.
- 27. To ensure the quality of intermediate fraction test check may be carried out on sample taken from materials. In case that is not found according to specification the work may be rejected. However the Engineer –in-Charge if considered it expedient and in the interest of work, he may ask the contractor of supply the missing fraction up the quality as determined by him, separately, free of cost.
- 28. Before tendering the tenderer shall inspect the site, of work and shall fully acquaint/satisfy himself about the condition with regard to site, nature of soil, availability of material suitable location for construction of godowns stores and labor huts, the extent of lead and lifts is involved in the work (over the entire duration of contract) including local conditions, traffic restriction, obstructions and other condition as required for a satisfactory execution of work, his rate should take in consideration all such factor and contingencies. No claim what so ever shall be entertained by the deptt. on this account.
- 29. Weather and seasonal limitation:- The work of laying shall not be taken up during rainy or fuggy weather or when base course is damp or wet or during dust storm or when atmospheric temp. is 10degree C. and less at site of work of particular reach.
- 30. The rate quoted should include hire charges of land or purchase of land for installation of Hot Mix plant etc.
- 31. Only actual quantities of work completed and accepted by the Engineer –in-Charge shall be paid for if any damage in done by the contractor to any existing work during the course of execution of work, this shall have to be made good by him at his own cost.
- 32. Sample will be get tested from CRRI or any other approved test house. Sample will be given by the agency free of cost and testing charges will be borne by the agency.

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33. Before start the work contractor will get his machinery inspected and approved from the Engineer-In-Charge of work.

34. **Bitumen:-** The bitumen shall arranged by the contractor himself.
- i) Bitumen for bituminous macadam shall be paving bitumen penetration Grade-S-65 or A-65 (60/70) as per ISI specification of “paving bitumen” IS-73. For BUSG, Pre-mix and tack coat bitumen with penetration grade 80/100 as per IS:73 will be used.
 - ii) Bitumen will be arranged by the contractual agency, who will have to produce original voucher for all quantities in lieu of purchase of bitumen from the original manufacturer or other authorized dealer/ distributor to the satisfaction of Engineer-in-Charge for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted alongwith bills. Executive Engineer will himself attest the copy of the bill/voucher and will be also put a stamp on the original bill indicating that this bill has been considered by HUDA for work of
 - iii) The authenticity of bills/vouchers shall be the entire responsibility of contractual agency.
 - iii) Test report from the refinery regarding the lot of bitumen supplied to the contractual agency will be submitted by the agency. The bitumen will also be got tested from the reputed lab. Samples of bitumen will be given free of cost by contractor all the testing charges will be borne by him.
 - iv) Unloading the bitumen at plant site will be done in the presence of representative of Engineer-in- Charge. The day to day receipt and issue account of bitumen shall be maintained by the agency at his authorized plant site.

35 The following record of mix will be maintained at plant & site:-
At Plant and weigh bridge

- i) Tipper No.
- ii) Time of departure
- iii) Type of material
- iv)
 - a) weight of empty tipper
 - b) Weight of loaded tipper
 - c) weight of material/mix
 - d) Temperature at time of departure
 - e) Remarks

At Site

- i) Tipper No.
- ii) Time of arrival
- iii) Temperature at time of arrival
- iv) Approximate area of road covered on road No.....

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- 36. At least one authorized representative of the contractor should always be available at site of work to take instruction from departmental officers and ensure proper execution of work is done in the absence of contractor. Separate site order books will be maintained at plant and at site of work. Any instruction given in site order book will have the same bearing as if, it is given to contractor in person.
- 37. The contractor shall be required to produce samples of all material sufficiency in advance to obtain approval of the Engineer-in –Charge. Subsequently the same material to be used in the actual execution of work shall strictly confirm to be quality of the samples approved. In case of variation such material shall be liable to be rejected.
- 38. The agency shall provide suitable measuring arrangements at the site for checking of various material supplied by him.
- 39. The quantity of BM for maintains the camber is included in the DNIT. It will be responsibility of the contractual agency to give top surface as per specification with 2% across camber, tolerance in cross camber and longitudinal slop will be applicable as per specification, before quoting the rates. Supposed to visit the site and check all the conditions of existing roads. No excuse for the consumption of excess quantity of any type of this account will be entertained after quoting the rates. The minimum thickness of BM at any point should not be less than 50mm excluding the thickness at mix seal.

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QUALITY CONTROL

1. a) Identify defects:- The Engineer-in-Charge shall check the contractor's work and notify the contractor any defects that are found. Such checking not relieve the contractor /contractors responsibility/responsibilities. The Engineer-in-Charge may instruct the contractor to search for defect and to uncover and test any work that the Engineer-in-Charge or his authorized representative considered may have a defect.
 - b) Correction of defects :- The Engineer-in-Charge shall give notice to the contractor of any defects before the end of defects liability period/ maintenance which begins at completion as per definition. The defect liability period /maintenance shall be extended as long defect remain to be corrected. Every time the notice of a defect is given, the contractor shall correct the notified defect within the limit of time specified by Engineer-in-Charge's notice. If the contractor has not corrected a defect within time specified in Engineer-in-charge will access the cost of having the defect corrected and the contractor will pay the amount.
 - c) The contractor shall have provide a field laboratory fully equipped at work site at hot mix plant for conducting all the relevant tests mentioned in the MORT& H specification subject to record of such test is to be maintained in proper register duly signed by the contractor or his representative, which will become the property of Deptt. the contract will bear all the running expenses for conducting such tests, all the tests will be carried in the presence of Engineer-in-Charge or his authorized representative. All the entries are to be signed by the contractor, and such authorized representative of Engineer-in -Charge.
2. The quality control test will be got done by department and the material for such test will be supplied by the contractor free of cost. In case the material not found up to the requirement, the same will be rejected. Cost of such test will also be borne by contractor.
 3. Various quality control operation will be maintained as per clause No. 901,902,903, of MORT & H (road wing) Specification (IVth) revision of 2001/latest edition.
 4. Contractor shall provide suitable measuring arrangements and leveling instruments of latest quality approved by Engineer-in-Charge at the site of work.
 5. No extra payment on account of quality control measures shall be paid to the contractor.
 6. The Engineer-In-Charge at his discretion can get any type and Nos. of test carried out from any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The result so obtained from the laboratory would be acceptable/ binding to the agency.
 7. The riding quality of reach and every reach will be strictly as per specification.
 8. Work will also be open to third party inspection also and the inspectin charges will be borne by the agency

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MAINTENANCE OF ROAD

- A) The contractor will maintain the road for period of one year from date of completion of road. Maintenance will include repair of any potholes or depression which will be done by the contractor at his own cost. The contractor will be bound to repair road cuts also for which he will be paid for and the contractor will be bound to repair the road cuts if any during mtc. Period. The contractor will be paid @rs.425/-per sqm. and bitumen will be issued free of cost to contractor. The contractor will be bound to repair the road cuts within 2 days from its occurrence. The road cut will be repaired by filling Jamuna sand in trenches with three layer metal having compacted 9” thickness and 75mm thick BUSG, 25mm thick premix carpet with seal coat type-B proper compaction with the suitable capacity of roller to entire satisfaction of Engineer-in-Charge. The bitumen issued for restoration of road cut 6.75kg/ sqm.
- b) If the contractor/ agency fails to repair the road within 2 days of its occurrence then penalty amounting Rs.500 per cut per day will be levied on the contractor.
- c) The contractor /agency will have to arrange the related material and required machinery for the repair of potholes and depression during the mtc. period at his own cost. Nothing extra will be paid on his account.
- d) Security amount deducted under clause –1of arrangement will be 5% of gross amount of work. the security amount will be refunded after successful completion of mtc. period of one year.

**Executive Engineer,
HUDA Division Karnal.**

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INSTRUCTION REGARDING ADDITIONAL CONDITIONS FOR BITUMEN CIRCULATED VIDE CHIEF ADMINISTRATOR, HUDA, PANCHKULA LETTER NO. 7519 DATED 11-07-2006.

1. That the rate of bitumen/emulsion at the refinery on the date of receipt of tender shall be considered as base rate. If during execution of the works, the rate of bitumen/emulsion increases or decreases at refinery, the difference in cost shall be paid/recouped from the contractor in the bill, subject to the following conditions:-
 - 1.1 The bitumen/emulsion will be arranged by the contractor from approved refinery only.
 - 1.2 The contractor shall submit original bill/voucher of the refinery while claiming the payment for the work done. The bill/voucher should pertain to the period of the original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of bitumen/emulsion will be paid if the original bill/vouchers are not submitted by the agency. No increase in prices of the bitumen/emulsion shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement irrespective of extension of time limit granted to the agency for any reason, whatsoever.
 - 1.3 After approval of tender, the contractor shall submit the work programme for execution of work and get it approved from the Engineer-In-Charge in the time limit prescribed in the tender document. The increase in rates of bitumen/emulsion shall only be paid if the bituminous work is carried out within the prescribed period as per the approved work programme.
 - 1.4 The difference in the rate of bitumen/emulsion shall be paid only after obtaining approval from S.E., HUDA Circle, Karnal.
 - 1.5 The basic rate of bitumen/emulsion at the time of opening of tender will conveyed by the E.E. concerned in the allotment letter.

**Executive Engineer,
HUDA Division, Karnal**

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Name of work:- Special repair of 18M wide road in sec-17-I U.E., Jagadhari.
"Supply and laying of 50mm thick BM & 20mm thick MSS complete in all respect and all other works contingent thereof (Including 5 year Mtc.)"

A/Cost Rs. 56.90 Lacs.

ABSTRACT OF COST

Sr. No. 1	HSR Item No. 2	Basic Cost 3	Ceiling Premium 4	Cost due to C.P. 5	Total Cost 6
1	A.I	270000.00	270000.00
2	A.I	3682800.00	3682800.00
3	A.I	1736100.00	1736100.00
					5688900.00

Say = Rs. 56.90 Lacs.

**Executive Engineer,
HUDA Division,
Karnal**

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