

PRESS NOTICE
Public Health Engineering Department, Haryana
Public Health Engineering Division No. 3 Sonapat
Notice Inviting Tender

No. _____

Dated:

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

Name of work: - Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well, Pump chamber, const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi
App. Cost Rs. 35.75 Lacs

Sr. No. of work	Estimated Cost	Earnest Money	Tender Document Fee	During date & time	
				Downloading of Tender Document & Payment of Tender Document fees	Online Bid preparation and hash submission
1.	Rs.35.75 Lacs	71500/-	Rs. 2,500/-	21-02-2013 17:01 HRS TO 05-03-2013 17:00 HRS	21-02-2013 17:01 HRS TO 05-03-2013 17:00 HRS

2. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaphed.etenders.in> is a prerequisite for e-tendering. Kindly contact o/o Nextenders (India) Pvt. Ltd., at Basement, HSRDC Building, Bay No.13-14, Sec-2, Panchkula. Contact persons: Sh. Manmit – 09815034028 / Sh. Chintan 09592259876.

3. For any other queries, drawings & plans please contact Executive Engineer, PHE Div. No. 3, Sonapat, Tel.(O) 0130 – 2220050 Tel. (M) 9813511822 Address Executive Engineer Public Health Engineering Division No.3 Sonapat H. No. 882/31 Anil Vihar Near Rishi Kul School-I Gohana Road Sonapat

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

For & on behalf of Governor of Haryana

Sd/-
Executive Engineer
PHE Division No. 3,
Sonapat

PUBLIC HEALTH ENGINEERING DEPARTMENT, HARYANA
PUBLIC HEALTH ENGINEERING DIVISION NO.3 SONEPAT
SHORT TERM NOTICE INVITING TENDER

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

Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well , Pump chamber , , const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi
App. Cost Rs. 35.75 Lacs

S. No.	Estimated Cost	Time Limit	Earnest Money	Tender Document Fee
1	35.75 Lacs	6 Months	71500/-	2500/-

Important Dates for the activities of the bidder:-

S. No.	Activity	Start date & time	Expiry date & time
1	Downloading of tender document & payment of tender document fees.	21-02-2013 17:01 HRS	05-03-2012 17:00 HRS
2	Online bid preparation, Earnest Money deposit, finalization of rates & submissions of bids – First stage (bid seal/ Hash Submission)	21-02-2013 17:01 HRS	05-03-2013 17:00 HRS
3	Submission of online bids- Final Stage (Re-encryption of bids)	06-03-2013 17:01 HRS	08-03-2013 10:00 HRS

1. Tender documents can be downloaded online from the Portal: <http://haryanaphed.etenders.in> by the Firms / Individual registered on the Portal.
2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow point No. 3 under "Annexure-A - Conditions of e-tendering".

3. Key Dates

Sr. No.	PHED Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender document	-	21-02-2013 10:00 HRS	21-02-2013 17:00 HRS
2	-	Downloading of Tender Document & Payment of Tender Document fees	21-02-2013 17:01 HRS	05-03-2012 17:00 HRS
3	-	Online Bid Preparation, Hash Submission & Earnest Money Deposit	21-02-2013 17:01 HRS	05-03-2013 17:00 HRS
4	Technical & Financial Lock	-	05-03-2013 17:01 HRS	06-03-2013 17:00 HRS
5	-	Re-encryption of Online Bids	06-03-2013 17:01 HRS	08-03-2013 10:00 HRS
6	Open EMD & /BOQ bid	-	08-03-2013 10:01 HRS	08-03-2013 12:00 HRS
7	Eligibility criteria evaluation	-	08-03-2013 12:01 HRS	08-03-2013 15:00 HRS
8	Open Financial / Price-Bid	-	08-03-2013 15:01 HRS	09-03-2013 17:00 HRS

4. The Bidders can download the tender documents from the Portal: <http://haryanaphed.etenders.in>. Tender Documents Fees has to be paid online through payment gateway during the “Downloading of Tender Document & Payment of Tender Document fees” stage and Earnest Money Deposit has to be deposited through RTGS (Real Time Gross Settlement) / NEFT (National Electronic Fund Transfer) in the name of **Executive Engineer, Public Health Engineering Division No.3 Sonapat bank account No. 911010017293602 in Bank name AXIS Bank Sonapat & Bank IFSC CODE UTIB 0000675**. Following particulars are to be given online at the e-tendering web portal of the department.

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

Willing Contractors shall have to pay the Tender Document Fees through payment gateway during the “Downloading of Tender Document & Payment of Tender Document fees” stage. However, the details of the EMD are required to be filled at the time of Bid Preparation and Hash Submission stage, the Bidders are required to keep the EMD details ready beforehand.

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

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

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

Reference of the EMD is to be mentioned online.

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

The bidder will submit the necessary documents as under.

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

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

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

Envelope ‘CI’ – Price Bid Envelope

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

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

CONDITIONS:-

- 1) NIT, if required, can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) The undersigned reserves the right to reject any tender or all the tenders without assigning any reason.
- 4) The societies shall upload & produce a copy of the resolution of the Co-Operative department for e-tendering.
- 5) The tender without earnest money payment will not be opened.
- 6) The jurisdiction of court will be at Sonapat.
- 7) The tender of the bidder who does not satisfy the eligibility criteria in the bid documents will be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 8) Bids would require to be valid for 3 months from the date of expiry of online "Bid preparation, Hash submission stage & Earnest Money Deposit" stage. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the expiry date of "Online Bid preparation, Hash submission & Earnest Money Deposit" stage. If any bidder withdraws his bid during bid validity period, any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.

For and On Behalf of
Governor of Haryana
Executive Engineer
PHE Division No.3 Sonapat

Endorsement No.

Dated

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

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

For and On Behalf of
Governor of Haryana
Executive Engineer
PHE Division No.3 Sonapat

ANNEXURE-A

CONDITIONS OF E-TENDERING

Instructions to Contractors on Electronic Tendering

- 1. These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**
- 2.** All the Contractors intending to participate in the tenders processed online, are required to get registered for the Electronic Tendering System on the Portal <http://haryanaphed.etenders.in>
For more details, please see the information in Registration info link on the home page.
- 3. Obtaining a Digital Certificate:**
 - 3.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. A digital signature certificate has two keys i.e. Public Key and Private Key. Public Key is used to encrypt the data and Private Key is used to decrypt the data. Encryption means conversion of normal text into coded language whereas decryption means conversion of coded language into normal text. These Digital Certificates are issued by an approved certifying authority, by the controller of Certifying Authorities, Government of India.
 - 3.2** A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by the Notary Public / Chartered Account / Any Gazatted Officer whose stamp bears emblem of Ashoka. Only upon the receipt of the required documents, a digital certificate can be issued.
 - 3.3** The contractors may obtain Class II B digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from one such certifying authority given below which is :-
 1. TATA Consultancy Services Ltd.
11th Floor, Air India Building, Nariman Point,
Mumbai-400021 website – www.tcs-ca.tcs.co.in
 2. Sify Communications Ltd.
III Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-
600113. Website – www.safescrypt.com
 3. MTNL Trustline CA
O/o DGM (IT-CA), 5515, 5th Floor, Core-V Mahanagar
Doorsanchal Sadan, CGO Complex, MTNL,

4. Delhi-110003. Website – www.mtnltrustline.com
iTrust CA (IDRBT)
Castle Hills, Road No.1, Masab Tank, Hyderabad,
Andhra Pradesh -500057. Website – www.idrbtca.org.in
5. (n)Code solutions
301, GNFC Tower, Bodak Dev, Ahmedabad-380054,
Gujarat. Website – www.ncodesolutions.com
6. National Informatics Centre Ministry of Communication
and Information Technology
A-Block CGO Complex, Lodhi Road,
New Delhi-110003. Website <https://nicca.nic.in>
7. e-Mudhra CA
3i Infotech Consumer Services Ltd
3rd Floor, Sai Arcade, Outer Ring Road,
Devarabeesanahalli, Bangalore 560036, Karnataka
Website – <http://www.e-Mudhra.com>

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

1. Nextenders (India) Pvt. Ltd.
YUCHIT, Juhu Tara Road, Mumbai-400049
Email-Chandigarh@nextenders.com
2. Nextenders (India) Pvt. Ltd.
o/o HSRDC, Bays No.13-14, Sec-2, Panchkula-134151
Contact Person: Manmit - 09815034028
Rishi - 09878012160

3.4 Bid for a particular tender may be submitted only using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation and hash submission. In case, during the process of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to keep their Digital Signature Certificates in safe custody.

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

of the registered firms to inform the certifying authority or Sub Certifying Authority, in case of change of authorized user and that a fresh digital certificate is procured and issued an 'authorization certificate' for the new user. The procedure for application of a digital certificate will remain the same for the new user.

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

4. Set up of machine

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

5. Online Viewing of Notice Inviting Tenders:

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

6. Opening of an Electronic Payment Account:

- 6.1** For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service as mentioned at S.No.8.
- 6.2** For the list of payments using which the online payments can be made, please refer to the Home page of the Portal <http://haryanaphed.etenders.in>

7. Submission of Earnest Money Deposit:

- 7.1** Contractors have to deposit EMD into the account of the concerned Executive Engineer through RTGS/NEFT. Earnest Money in parts either through different banks or on different dates will not be accepted. EMD should be deposited through RTGS / NEFT as consolidated amount in single transaction so that there is no difficulty in accounting and also that there is no ambiguity for relating a transaction to a particular tender.
- 7.2** Refund of Earnest Money Deposit to the unsuccessful bidders will be made through cheque issued in the name of contractor / agency.
- 7.3** Payment of EMD may be made upto specified time of "Online bid preparation, Hash submission & Earnest Money Deposit" as per key dates schedule of

tender. Scanned copy of the proof i.e receipt of transaction of EMD should be uploaded while submitting the tender. A photocopy of document of transaction made should also be physically submitted in envelop ED.

- 7.4** If any agency withdraws its bid after re-encryption stage, then the Earnest Money Deposit of such agency shall be forfeited.

8. Submission of Tender Document Fees:

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

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

9. Purchase of Tender Documents:

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

10. Submission of Bid Seal (Hash) of online Bids:

Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the tender time schedule (Key Dates) of the Tender. Bidders should take note of any corrigendum being issued on the web portal on a regular basis. They should view and note down the tender Hash and ensure that it matches with their previous noted Hash before confirming the rates.

11. Generation of Super Hash:

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

12. Submission (Re-encryption) of actual online bids:

Bidders have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation and submission after the generation of Super Hash within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of

only those contactors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the System. A bidder who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid after the permitted time as per key dates.

13. Key Dates:

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

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

The bidder should ensure that the status of a particular stage should be shown as “Completed” before the expiry date and time of that particular stage and he should possess a copy of receipt of completion of each stage to be performed from his end. It will be the sole responsibility of the bidder if the status of a particular stage is “Pending” till the expiry date and time of that stage and he is not able to proceed further in the e-tendering process.

Other Information:

1. The intending bidders shall fill the lumpsum rate / item rate / Percentage rate in the online templates of the online tender. The Price Bid has to be submitted mandatory online. In case the bidder does not submit the rates of Non-schedule items, intentionally or unintentionally, then the rates of such

items will be considered as Free of Cost. If the bidder does not agree to execute such N.S. Items for which he has not quoted rates, free of cost, then his EMD will be forfeited.

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

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

**PUBLIC HEALTH ENGINEERING
DEPARTMENT
DIVISION NO.3,
SONEPAT CIRCLE,
HARYANA**

Tender for: - Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well , Pump chamber , , const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi
App. Cost Rs. 35.75 Lacs

Sub Work No.1 - Repair of S/S Tank Size : 176' x131' x12' = 1 No.										
S	HSR item	Description	Qty.		unit	Rate	Amount	C.P.	Amount due to C.P.	Total
1	19.29	Double layer brick linking for water								
		Storage tanks consisting of:-								
	(i)	10 mm thick cement mortar 1:5 I sub grade								
	(ii)	First layer of 6.83 cm thick brick of 22.86cm x								
		11.11 cm size laid in 1:5 cement mortar,								
		as mentiond above								
	(iii)	Sand wihed plaster 1:3 cemnt mortar 12mm								
		thick								
	(iv)	Second layer of brick laid in 1:3 of 1:3 cement								
		mortar over sand wiched plaster, including								
		cost								
		of dressing sub grade, scaffolding and curing								
		etc. complete in all respects.								
	(b)	On side slopes	28	sqm	sqm	88.20	2470	600%	14820	17290
2	11.3	First Class Brick work laid in								
		Cement Sand Mortar 1:5 in								
		Foundation & Plinth.	10	cum	cum	407.60	4076	600%	24456	28532
3	14.10	Conglomerate floor 50 mm thick Cement								
		Concrete topping 1:2:4	1659	sqm	sqm	37.60	62378	400%	249512	311890
4	15.3	12mm thick cement plaster 1:2	90	sqm	sqm	16.60	1494	500%	7470	8964
5	15.60	Cement pointing 1:2 deep variety on brick								

		and								
		Tile work	400	sqm	sqm	9.90	3960	500%	19800	23760
Sub Work No.2- Repair of filter beds size 29' i/d = 4 Nos.										
S	HSR	Description	Qty.		unit	Rate	Amount	C.P.	Perimeter amount	Total
1	8.32(c)	Scraping Cement plaster	170	sqm	sqm	1.90	323	550%	1777	2100
2	15.3+ 15.75	12mm thick cement plaster 1:2	170	sqm	sqm	20.85	3545	500%	17725	21270
3	10.82	Cement Concrete 1:2:4 with stone aggregate								
		20mm nominal size for reinforced concrete								
		Work in slabs with inclination not exceeding								
		25 degree with horizontal, excluding steel								
		Reinforcement, but including centering and								
		Shuttering, laid in position , complete in								
		all respects	2	cum	cum	997.9 0	1996	450%	8982	10978
4	28.50	providing and placing in horizontal layers								
		filtering media screened and cleaned as								
		described below								
	(a)	Top layer:								
		Fine sand screened cleaned and washed								
		and graded	111	cum	cum	160.3 0	17793	1200%	213516	231309

	(b)	Second layer:								
		Courses sand screened cleaned								
		and washed and graded	18	cum	cum	288.2 0	5188	380%	19714	24902
5	11.3	First Class brick work laid in cement								
		sand mortar 1:5 in foundation and plinth.	17	cum	cum	407.6 0	6929	600%	41574	48503
6	18.22	Fe-500 EQR. TMT steel bars for R.C.C. works								
		where not Included in the complete rate of RCC including bending, binding and placing								
		in position complete.	1	qtl.	qtl.	917.0 5	917	500%	4585	5502
		Const . Of 2 No. filter Media Wasing platfrom								
7	6.6	Earth work in excavation in foundation								
		Trenches etc. in all kinds of soils, not exceeding								
		2 mtr. Depth including dressing of bottom								
		& sides of trenches stacking the excavated								
		Soil, clear from the edge of excavation &								
		Subsequent filing around masonry, in 15 cm								
		Layers with compaction including disposal of all	5	cum	100 cum	1108. 10	55	425%	234	289
		Surplus soil as directed with a lead of 30 mtrs								
8	10.26	Cement concrete 1:8:16 with brick ballast 40mm								
		Nominal size in foundation and plinth.	3	cum	cum	300.2 0	901	450%	4054	4955

9	10.41	Cement concrete 1:2:4 with stone ballast 20mm								
		Nominal size in foundation and plinth.	2	cum	cum	615.60	1231	450%	5539	6770
10	11.3	First Class brick work laid in cement								
		sand mortar 1:5 in foundation and plinth.	1	cum	cum	407.60	408	600%	2448	2856
11	15.3	12mm thick cement plaster 1:2	18	sqm	sqm	20.85	375	500%	1875	2250
	+ 15.75	cement rendering on plaster 1mm thick								
Sub Work No.3 High Level Tank = 2 Nos. (21' i/d)										
S	HSR	Description	Qty.		unit	Rate	Amount	C.P.	Perimeter amount	Total
N	item									
o										
.										
1	6.13	Earth filling under floors with surplus soil,								
	A	excavated from foundation and taken only								
		from outside the building plinth, in 15 cm								
		layers including ramming watering and								
		consolidating lead up to 30 meters.	167	cum	100 cum	729.70	1219	370%	4510	5729
2	14.10	Conglomerate floor 50mm thick cement								
		concrete topping 1:2:4	84	sqm	sqm	37.60	3158	400%	12632	15790
Sub Work No.4 - Repair of 2 Nos. C.W.T. of Size 22' i/d										

S · N o .	HSR item	Description	Qty.		unit	Rate	Amount	C.P.	Perimium amount	Total
1	8.6 (e)	Dismantal RCC with cleaning & stranthing								
		& cutting of bars if required	12.2 5	cum	cum	108.5 0	1329	550%	7310	8639
2	15.3	12mm thick cement plaster 1:2	65	sqm	sqm	20.85	1355	500%	6775	8130
	15.75	12mm thick cement plaster 1:2								
3	8.32(c)	Scraping Cement plaster								
		as per item at Sr.No. 2	65	sqm	sqm	1.90	124	550%	682	806
4	10.41	Cement concrete 1:2:4 with stone ballast 20mm								
		Nominal size in foundation and plinth.	5	cum	cum	615.6 0	3078	450%	13851	16929
5	10.82	Cement Concrete 1:2:4 with stone aggregate								
		20mm nominal size for reinforced concrete								
		Work in slabs with inclination not exceeding								
		25 degree with horizontal, excluding steel								
		Reinforcement, but including centering and								
		Shuttering, laid in position , complete in								
		all respects	9	cum	cum	997.9 0	8981	450%	40415	49396
6	18.22	Fe-500 EQR. TMT steel bars for R.C.C. works								

		where not Included in the complete rate of RCC including bending, binding and placing								
		in position complete.	8.00	qtl.	qtl.	917.05	7336	500%	36680	44016
									Total	127916
Sub Work No.5 - Repair of S/S Wells = 2 Nos. 5" i/d.										
S · N o .	HSR item	Description	Qty.		unit	Rate	Amount	C.P.	Perimi um amoun t	Total
1	11.3	First Class brick work laid in cement								
		sand mortar 1:5 in foundation and plinth.	2	cum	cum	407.60	815	600%	4890	5705
2	15.3	12mm thick cement plaster 1:2	31	sqm	sqm	20.85	646	500%	3230	3876
3	8.32(c)	Scraping Cement plaster								
			7	sqm	sqm	1.90	13	550%	72	85
4	10.82	Cement Concrete 1:2:4 with stone aggregate								
		20mm nominal size for reinforced concrete								
		Work in slabs with inclination not exceeding								
		25 degree with horizontal, excluding steel								
		Reinforcement, but including centering and								
		Shuttering, laid in position , complete in								
		all respects	0.70	cum	cum	997.90	699	450%	3146	3845

5	14.12	1.5 in foundation and plinth.								
		Conglomerate floor 40mm thick cement	4	sqm	sqm	68.45	274	400%	1096	1370
		concreate topping 1:2:4								
6	18.22	Fe-500 EQR. TMT steel bars for R.C.C. works								
		where not Included in the complete rate of								
		RCC including bending, binding and placing								
		in position complete.	1	qtl.	qtl.	917.0 5	917	500%	4585	5502
									Total	20383
Sub Work No.6 Pump Chamber Size 24' x 16' = 1 No.										
S	HSR	Description	Qty.		unit	Rate	Amount	C.P.	Perimi um amount	Total
No	item									
.										
1	8.32(c)	Scraping Cement plaster								
			90	sqm	sqm	1.90	171	550%	941	1112
2	14.12	1.5 in foundation and plinth.								
		Conglomerate floor 40mm thick cement	14	sqm	sqm	68.45	958	400%	3832	4790
		concreate topping 1:2:4								
3	15.6	12mm thick cement plaster 1:5	90	sqm	sqm	11.60	1044	500%	5220	6264
4	10.82	cement rendering on plaster 1mm thick								

		Cement Concrete 1:2:4 with stone aggregate								
		20mm nominal size for reinforced concrete								
		Work in slabs with inclination not exceeding								
		25 degree with horizontal, excluding steel								
		Reinforcement, but including centriag and								
		Shuttering, laid in position , complete in	5	cum	cum	997.9	4990	450%	22455	27445
		all respects.				0				
5	18.22	Cold twisted deformed bars for RCCs,								
		Fe-500 EQR. TMT steel bars for R.C.C. works								
		where not Included in the complete rate of								
		RCC including bending, binding and placing								
		in position complete.	4.00	qtl.	qtl.	917.0	3668	500%	18340	22008
						5				
6	13.13	Terracing consisting of tiles 22.86 cm x 11.43 cm								
		x 3.81 cm laid over 87.50 mm mud filling on a								
		layer of 25mm mud plastr an othr layer of mud								
		mortar for laying the tiles, including two coats of								
		bitumn laid hot at 1.65 kg. pr sqm on top of								
		RCC salb including grouting with cement								
		sand mortor 1:3 and top surface to be left clean								
		etc.	36	sqm	sqm	52.95	1906	600%	11436	13342
7	31.4	Supply and erection of pipe of 1.60 mm								
		thickness recessed in wall and complete with								
		m.s. boxes for housig regulators wall sockets,								
		switches etc.								

		b) Medium point	1	Nos.		103.0 0	103	130%	134	237
		ii) Light Point								
		b) Medium point								
		ii) Light Point	3	Nos.		84.00	252	130%	328	580
		b) Medium point								
		ii) Light Point	2	Nos.		91.00	182	130%	237	419
		b) Medium point								
		ii) Light Point	2	Nos.		91.00	182	130%	237	419
8	31.9	Supply and erection of PVC								
		A) Size 0.50 sqmm (16/0.20)	45	mtr	per mtr	3.30	149	130%	193	342
		B) Size 0.75 sqmm (24/0.20)	35	mtr	per mtr	5.00	175	130%	228	403
		c) Size 1.00 sqmm (32/0.20)	35	mtr	per mtr	6.10	214	130%	278	492
9	31.18	Supply and erection of fitting and accessories								
	xii	Switch 5 amp. On existing sheet.	5	Nos.	Eac h	3.80	19	200%	38	57
	xiii	Wall socket 5 amp. On existing sheet.	3	Nos.	Eac h	4.40	13	200%	26	39

	xiv	15 amp. Switch on existing shet.	2	Nos.	Eac h	10.30	21	200%	42	63
	xv	3 pin 15 amp multi socket on existing sheet	2	Nos.	Eac h	11.20	22	200%	44	66
	xvi	3 pin 15 amp. Ordinaly	2	Nos.	Eac h	9.00	18	200%	36	54
	xvii	Celling rose flush/surface type.	1	Nos.	each	4.00	4	200%	8	12
	xviii	Bakelite sheet including fixing withbrass screws and washers.								
		Washer :								
	A	5 mm thick	2200	sqm	sqm	0.04	88	200%	176	264
1 0	18.34	Prassed steel frames (chowkats), consisting of 2mm thick steel sheet of the specified ection, including iron lugs (hold fasts), iron hinges, conforming to P.W.D. specifications, including bolts for fixing stops, locknotch, provision for receiving tower bolts and finished with one coat or ready mixed paint red lead non setting primer of approved quality, fixed in position including the cost of cement concrete 1:3:6 for lugs complete: (a) Door and window frame of size 89mm x 50mm with 40mm wide single rebate								
			40	mtr.	mtr.	71.55	2862	325%	9302	12164

1 1	17.30	Commercial hard wood such as hollock, champ, chickrassy and chapash etc. (non coniferous timber other than teak conforming to I.S. specification No.1003 Kiln seasoned), shutters with vertical styles and rails, as specifed in the statement No.1 (attached in th end of this chapter)								
		with two Nos. plywood panels of the specifed thickness mentoned below, tongued and grooved including the cost of iron hinges, screws, chocs/ cleats, stops etc. complete bolts and handles but including the labour for fixing the same (a) 35mm thick (12mm thick commercial plywood panel)	14	sqm	sqm	295.05	4131	250%	10327	14457
1 2	16.48	White Washing 3 coats	480	sqm	sqm	1.25	600	230%	1380	1980
1 3	16.61	Finishing walls with exterior decorative cement based paints such as snowcem, robbicem etc. on new work, two coats to given an even shade.	120	sqm	sqm	7.25	870	230%	2001	2871
									Total	109881
Sub Work No.7 -Plinth protraction										
S . N o	HSR item	Description	Qty.		unit	Rate	Amoun t	C.P.	Perimi um amoun t	Total

.										
1	6.6	Earth work in excavation in foundation								
		tranches etc. in all kinds of soils, not exceeding								
		2 mtr. depth including dressing of bottom								
		& sides of trenches stacking the excavated								
		soil, clear from the edge of excavation &								
		Subsequent filing around masonry, in 15 cm	17	cum	100	1108.	188	425%	799	987
		layers with compaction including disposal of all								
		surplus soil as directed with a lead of 30 mtrs								
2	10.26	Cement concrete 1:8:16 with brick ballast 40mm								
		Nominal size in foundation and plinth.	15	cum	cum	300.2	4503	450%	20264	24767
3	10.41	Cement concrete 1:2:4 with stone ballast 20mm								
		Nominal size in foundation and plinth.	15	cum	cum	615.6	9234	450%	41553	50787
3	11.3	First class brick work laid in cement								
		Sand mortar 1:5 in foundation and plinth.	2	cum	cum	407.6	815	600%	4890	5705
		Road Path								
4	6.6	Earth work in excavation in foundation,								
		trenches etc. in all kinds of soils, not exceeding								
		2 mtr. depth including dressing of bottom								
		& sides of trenches stacking the excavated								

		soil, clear from the edge of excavation &								
		Subsequent filing around masonry, in 15 cm								
		layers with compaction including disposal of all								
		surplus soil as directed with a lead of 30 mtrs	35	cum	100 cum	1108. 10	388	425%	1649	2037
5	10.26	Cement concrete 1:8:16 with brick ballast 40mm								
		Nominal size in foundation and plinth.	40	cum	cum	300.2 0	12008	450%	54036	66044
6	10.41	Cement concrete 1:2:4 with stone ballast 20mm								
		Nominal size in foundation and plinth.	20	cum	cum	615.6 0	12312	450%	55404	67716
7	11.3	First class brick work laid in cement								
		Sand mortar 1:5 in foundation and plinth.	2	cum	cum	407.6 0	815	600%	4890	5705
Sub Work No.8 Boundary Wall 1400'										
S	HSR	Description	Qty.		unit	Rate	Amount	C.P.	Perimeter amount	Total
·	item									
N										
o										
.										
1	6.6	Earth work in excavation in foundation								
		Trenches etc. in all kinds of soils, not exceeding								
		2 mtr. Depth including dressing of bottom								
		& sides of trenches stacking the excavated								
		Soil, clear from the edge of excavation &								
		Subsequent filing around masonry, in 15 cm								
		Layers with compaction including disposal of all								
		Surplus soil as directed with a lead of 30 mtrs	240	cum	100	1108.	2659	425%	11301	13960

					cum	10				
2	10.39	Cement Concreate 1:4:8 with stone ballast								
		40mm nominal size in foundation and plinth.	40	cum	cum	403.1 0	16124	400%	64496	80620
3	10.11 5	Damp proof course 25mm thick of cement corcrete								
		1:2:4 using stone aggregate 20 mm nominal size								
		with 2 coats of bitumen 20/30 penetration								
		at 1.65 kg. per sqm laid hot and sanded	100	sqm	sqm	26.40	2640	450%	11880	14520
4	11.2	First Class brick work laid in cement sand mortar								
		1.6 in foundation and plinth.	312	cum	cum	393.4 5	122756	600%	736536	859292
6	15.6	12mm thick cement plaster 1:5	780	sqm	sqm	11.60	9048	500%	45240	54288
7	15.60	Cement pointing 1:2 deep varieties on								
		Brick & tile work	910	sqm	sqm	9.90	9009	500%	45045	54054
8	16.47	White Washing 2 Coats	975	sqm	sqm	0.90	878	230%	2019	2897
9	16.61	Finishing walls with exterior decorative								
		robbiacem etc. on new work, two coats								
		in give an even shade	975	sqm	sqm	7.25	7069	230%	16258	23327
1 0	18.12	Wrought iron and mild steel (using angles								

		flats, square bars, tees and and channels)								
		guards, iron doors openable or fixed stair								
		csae or parapt or any other type of railing,								
		gates and tree guards etc. including cost of								
		screws and welding rods or bolts and nuts								
		complete fixed in position.	3	qtl.	qtl.	1040.35	3121	500%	15605	18726

SubWork No.1	Reparining of S & S Tank	Rs.	390436.00	0	390436
Sub Work No.2	Repariing of filter Beds.	Rs.	361684.00	36800	398484
Sub Work No.3	Reparing of High Level Tank	Rs.	21519.00	0	21519
Sub Work No. 4	Repairing of C.W.T.	Rs.	127916.00	0	127916
Sub Work No. 5	Repairing of S/S wells	Rs.	20383.00	0	20383
Sub Work No.6	Repairing of Pump chamber	Rs.	109881.00	0	109881
Sub Work No.7	Plinth protaction	Rs.	223748.00	0	223748
Sub Work No.8	Boundary wall	Rs.	1121684.00	0	1121684
Sub Work No.9	Pumping Machinery	Rs.	102691.00	1056000	1158691.00
	Grand Total		2479942	1092800	3572742

SCHEDULE No. I

Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well , Pump chamber , , const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi

App. Cost. Rs. 35.75 Lacs

Schedule of L.S amount to be paid to the contractor for the supply erection and testing of electric equipments & pumping machinery as per specification described in Schedule No. II and makes of items described in schedule No. III and handed over complete in proper working order in all respect to the Engineer-In-Charge. The contractor may also quote his specification and makes for only those items, required for execution of work, but not mentioned in schedule II & III other wise decision of Engineer-in-Charge shall be binding on the tender.

[illegible]

3	<p>For 15 BHP Clear Water Set Supply, erection, testing and commissioning of Wall mounted electrical panel board fabricated from 16 SWG CRCA sheet duly stouted with suitable angle iron frame work and completely powder coated of approximate size 500 x 1200mm and 400 mm deep having following acceries. 1.Incomer switch 200 AMP 2.Aluminum bus bar chamber of 300 AMP capacity 3. Voltmeter 100 x 100 mm range 0 to 500 v (AE/KAPPA/L&T) 4.Indicating lamp. One set</p> <p>2 No</p> <p>Job</p> <p>Supply, erection, testing and commissioning of Wall mounted electrical panel board fabricated from 16 SWG CRCA sheet duly stouted with suitable angle iron frame work and completely powder coated of approximate size 1200x 900mm and 400 mm deep having following items. 1.Main Switch 63 Amp. 1 No. & 100 Amp. 1 No. (L&T Siemens, ABB) 2.Volt meter 100 x 100mm range 0 to 500 volt no 1 No. (AE/KAPPA/L&T) 3.Amp. meter 100 x 100 mm range 0 to 100 amp. 2 Nos. (AE/KAPPA/L&T) 4.CT 100/3 Nos. (AE/KAPPA/L&T) 5.VSS & ASS 1 No. each of approved make 6.SPP 1 No. of approved make 7.Motor starter, star delta 1 No. for 600 LPM x 60M Head motor (L&T Simens AAB) 8.Capacity KVAR as per site requirement 9.Indicting lamp one set</p> <p>1 No.</p> <p>Job</p> <p>For 30 BHP Clear Water Set Supply, erection, testing and commissioning of Wall mounted electrical panel board fabricated from 16 SWG CRCA sheet duly stouted with suitable angle iron frame work and completely powder coated of approximate size 1200x 900mm and 400 mm deep having following items. 1.Main Switch 63 Amp. 1 No. & 100 Amp. 1 No. (L&T Siemens, ABB) 2.Volt meter 100 x 100mm range 0 to 500 volt no 1 No. (AE/KAPPA/L&T) 3.Amp. meter 100 x 100 mm range 0 to 100 amp. 2 Nos. (AE/KAPPA/L&T) 4.CT 100/3 Nos. (AE/KAPPA/L&T) 5.VSS & ASS 1 No. each of approved make 6.SPP 1 No. of approved make 7.Motor starter, star delta 1 No. for 1400 LPM x 60M Head motor (L&T Simens AAB) 8.Capacity KVAR as per site requirement 9.Indicting lamp one set</p> <p>1 No.</p> <p>Job</p>				
4	Supply erection, testing of standard make Wiring of 2 Nos motors with under ground system in PVC and flexible pipes 14 mm (copper wire) dully ISI marked	100 Mtr	Per Mtr		
5	Supply erection, testing of standard make Wiring of 2 No panel boards from main switch to panel and wiring of panel with 16 mm (copper wire) ISI marked complete in all respects with accessories like thimble and etc.	120 Mtr	Per Mtr		
6	Supply erection, testing of standard make Lighting in the Pump chamber with material upto 10 points including switch, button, plug, PVC pipe & wire etc	1 Job	Job		
7	Supply erection, testing of standard make Sodium light 250 watt with pipe fitting and accessories with bulb of reputed make	1 Nos	Each		
8	Supply erection, testing of standard make Chlorinator with automatic system	1 No	Each		

9	Exhaust fans 18" i/d (450 mm) complete with suitable G.I sheet and ceiling fan	1 No.	Each		
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NOTES:

1. For the installation of pump sets, electrical equipment, accessories, cable pipe and specials the tenderer shall include in his tender the cost of dismantling masonry concrete and making good the same, excavation and dewatering of trenches to lower sub soil water level.
2. The contractor shall give a list of spare required for 3 years maintenance in separate annexure and the cost of each part and also the total cost of all such parts.
3. The time required for erection of material is 4 months and as such the earliest delivery period should be quoted.
4. The tenderer should submit leaflets literature with the offer and all documents shall be in original or attested by the class I Gazetted Officer.

Schedule-II

GENERAL CONDITIONS OF CONTRACT

1. **Definition**

The term "work" means the complete scope of work covered in this DNIT as per the specification mentioned hereinafter which may be let out on contract. The term Superintending Engineer means the Superintending Engineer, PWD, Water Supply & Sanitation Circle, Sonapat and the terms "Engineer-in-Charge" means the Executive Engineer, Public Health Engg. Division No.3 Sonapat of the Haryana, Public Health Engineering Branch under whose jurisdiction the work will be carried out from time to time. The term "Contractor" means the person or firm, whose tender for the work is accepted and the term 'Contract' means the contract covered by the contract agreement to be entered into by the said contractor for carrying out and completion of the said work with the Engineer-in-Charge.

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

a) The contract price payable to the contractor in respect of various items of work shall be the consideration for all and every description of work done, executed and performed in and about and incidental to the work described or mentioned in this schedule and in the drawings or be intended so to be whether the same shall be incidental or necessary to the ultimate completion or only for the temporary purposes of the said work or be required for carrying out of such precautions as the Engineer-in-Charge may require for the protection of the public, workmen and the work and also existing building etc., or as set out in the conditions of the contract. It also includes other incidental item or work, materials and things required to make the work satisfactory in all respects and complying with the contractor's guarantee as incorporated hereinafter.

b) Commissioning of installation and civil works will be responsibility of the contractor. All the installations/machinery will be tested for trouble free running minimum for a period of 3 months to the satisfaction of Engineer-in-Charge with the staff arranged by contractor at his own risk and cost. In case electric connection is not provided by HVPN, Generating set of the required capacity will be arranged by the contractor at his own cost for 15 days. The Deptt. will not be liable to any type of claim for commissioning of installations what so ever it may be.

c) The contractor shall be fully responsible for making good the imperfection of any item of work executed under this agreement as per clause 17 of the contract agreement. The contractor shall repair items of work during maintenance periods of two years.

d) All the civil works executed under this work will be tested by the contractor at his own cost for water tightness and hydraulic efficiency.

3a) Terms & conditions of payments:-

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

b) Release of security:-

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

The deduction of security referred to the clause-I of contract agreement, shall be released as per clause 7(a) of the tender document, but amount equivalent to 10% of the contract value for operation & maintenance component of the contract shall be deducted from his security. This clause shall be read as part of clause 7(a) of the contract document. The amount so deducted shall be released after one month of completion of maintenance contract. This amount is required for security of maintenance being done by contractor and to meet with any amount due from the contractor.

Rates for maintenance of civil works will be quoted per month for two years and payment will be made monthly. The period for maintenance contract can be extended beyond two years if both parties agree on same terms, conditions and rates.

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

The Engineer-in-charge shall, as soon as practicable, after the acceptance of the tender or the execution of the contract agreement as the case may be give possession of the site to the contractor for use of the site for the work covered by his contract so as to enable him to commence and continue the execution of the work included in his contract, but the non-delivery or use of such site or sites or any part thereof shall not effect the use of such contract or the specification and it shall not entitle the contractor to any increased allowance in respect of money or otherwise. Time for the completion of the work may be extended in proportion to the delay involved on the application by the contractor but this will not entitle him to any extra payment what so ever it may be.

5. **Reinstatement and contractor to satisfy himself on all points:-**

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

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

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

6. **Storage of Material:-**

All materials, supplies, machinery or equipment which may be exposed to the weather shall be suitably protected to the satisfaction of the Engineer-in-charge.

7. **Rejected Materials:-**

Any material including that required for civil works or articles, fittings or plant delivered to the site of work by or under the order of the contractor which the Engineer-in-charge or his representative shall find to be unsuitable or of a specification or description inferior in his opinion to that required for the purpose of work shall not be used thereon but shall be removed by the contractor at his own cost and charges, from the site of work, within 24 hours of notice to that effect in writing by the Engineer-in-charge or his representative.

8. **Local Taxes:-**

All toll, octroi, terminal taxes, sale tax , VAT, excise duty, import duty or any other Municipal taxes shall be paid by the contractor on all tools & plants and materials imported or taken delivery by him including all goods and material delivered to him free on rail and those transported by him into the Town/Village from outside and he shall not be entitled to reimbursement for any payments made on account of such octroi, or terminal tax charges. This applies to materials issued from stores of the Engineer-in-charge as well.

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

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

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

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

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

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

If the contractor shall execute any works outside ordinary working hours during the absence of the Engineer-in-charge or his authorized representative and without having previously

given him sufficient notice in writing that such work was about to be executed he will be required to take up and reconstruct any work so executed, if ordered to do so by the Engineer-in-charge in writing under his hand No payment shall be payable for this work dismantled.

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

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

The Engineer-in-charge can opt for third party inspection other than Deptt. in addition to inspection by Departmental staff stated above. The third party would inspect the work of material during its execution to ensure execution of work as per specifications/agreement and also quality control i.e. drawl of samples, testing & other items etc. The report of the same would be submitted to Engineer-in-charge by the third party. The agency/contractor shall be bound by report of third party inspection and shall take remedial measures for execution of work as per specifications in agreement. In case samples fail, the testing charges will be recovered from contractor quality control register will be maintained at site and regular sampling of work executed every month shall be recorded in the same.

13. Interference with or damage to other works:-

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

14. Location:-

The location, where the work is to be executed is shown on the plan attached with the DNIT.

15. Guarantee:-

The contractor shall submit with the tender, guarantee certificate as given in Schedule-VIII.

16. Authority From Manufacturer:-

In case the pumps, motor, pipes, sluice valve, non return valve of make required as per N.I.T. are not manufactured by the tenderer, then authority letter from the manufacturer in the name of tenderer authorizing to quoted for their product with committed delivery period and quantity offered should be attached with the Tender.

17. Erection of pumping machinery:

17.1 Safeguarding & Protection

All machinery, equipment, pipes, specials accessories, name plates, gauges etc. supplied by the contractors shall be safeguarded by him till the maintenance period of two years after period of test run. In case of loss to any machinery or to any part thereof, the contractor shall bear the responsibility and loss.

The machinery shall be protected by the contractor against weather conditions and other chances of deterioration. If required by the Engineer-in-Charge, these shall be covered with tarpaulins and with tin or G.I. Sheets.

The components, parts etc shall be thoroughly cleaned before assembly and assembled as per drawing and instructions contained in the supplier's booklets and literature for installation or as per instructions by the Engineer-in-Charge. The contractor shall be responsible for checking levels and orientation plan of all foundation diameter length and disposition of anchor bolts in accordance with above instruction well in advance of taking up the actual erection of machinery. In case of any variation in levels, etc. the contractor shall do the necessary rectification at his own cost.

After completion of pre-erection works to the satisfaction of the Engineer-in-Charge, the contractor shall commence the erection of machinery or foundations.

17.2 General

The contractor shall supply the manufacturer's recommendations and instruction for installation and operation so as to ensure proper erection of machinery and its operation. These instructions and directions of the manufactures shall be studied and checked up at site before final grouting is taken in hand.

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

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

For the installation of transformers, pump sets, electrical equipment, accessories, cable pipe and specials the tenderer shall include in his tender the cost of dismantling masonry concrete and making good the same, excavation and dewatering of trenches to lower sub soil water level.

The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter the Engineer-in-Charge may consider necessary, until the expiration of the "Guarantee Period" stated in a separate sheet attached herein.

After erection and alignment in accordance with the drawings, specification and instructions, a report shall be submitted to the Engineer-in-Charge who will check and accord approval before taking up grouting of bolts and final dressing of foundations base. Grouting shall be as per drawings, specifications and instructions of the Engineer-in-Charge and shall form part of erection work.

Final alignment, as specified by the manufacturer, shall be carried out after piping connections are made. Tolerances specified by the manufacture shall be added to ensure that no stresses are induced on the pumps by piping. The contractor shall again check the alignment by disconnecting the piping or in the working condition or in both conditions.

The drilling of holes in the base plate for fixing motors, fixing of couplings on shafts etc. and dowelling including provision of dowel pins or similar arrangement for retaining the alignment shall be carried out by the contractor as part of the erection work.

The contractor shall fix up pressure gauge, lubricants grease cup and all other accessories as part of the unit. All machinery before erection shall be cleaned, even if opening of some of the parts is required, to bring it in its original condition. No extra payment for such work shall be made.

17.3 Grouting Under Base Plates and Machine Foundation:

17.3 (1) Material

All material required for the work shall conform to the relevant specifications.

Neat cement shall be used for grouting. Normal grouting shall be prepared using Portland/pozzolona cement and clean fine sand thoroughly mixed with water in ratio of 1:2 or as specified.

For critical applications where non-shrinkable grout as required and called out in drawings, the mixture shall be made up 1 part of cement, 1 part clean fine sand and 1/3 part of iron grout.

17.3 (2) General

The grouting material shall solidly fill the spaces to be grouted and permanently retain its original volumes so that the base plate will be held firmly in the set position. The amount of water used in mixing shall be kept in minimum such that the grout shall have a consistence too stiff to flow.

17.3 (3) **Preparation of Surface**

The top of foundation shall be cleaned and free of all levitance loose particles, oil or grease and shall wetted thoroughly leaving no puddles prior to grouting.

All tapped pockets shall be properly vented to allow penetration of grout.

The grout shall cover all shims, which are to be retained.

17.3 (4) **Placement**

All anchor bolt holes shall be completely filled with grout.

The finished surface shall flatted smooth and shall slope away from base plate (approximately at slopes of 1 in 25). After initial set is over the grout shall be kept thoroughly wetted for a minimum of 5 days. Care is also to be taken during grouting to see that the base plate level and alignment is not disturbed.

17.3 (5) **Bolts & Nuts etc.**

Holding down bolts of sufficient length shall be provided and fixed for setting the machinery to the foundation. All the necessary supporting joists and girders, bolts, nuts, washers and plates shall also be provided together with jointing material for making the various joints and cost shall be included in tender. The Bolts and nuts through out shall be of steel having I.S. thread and with hexagonal nuts and heads confirming to relevant ISI.

17.3(6) **Manual Instructions:-**

Six copies of comprehensive manuals for the use by the Engineer-in-Charge before and during the erection and subsequent operation and maintenance of the plant shall be furnished after the approval of the drawings.

The contractor shall furnish and install in the pump house neatly prepared set of operating instructions, securely framed and planned and shall also furnish tracings.

Additional Conditions of Contract - I

1. The work will be carried out strictly in accordance with the PWD. book of specification edition 1990, which forms a part and parcel of this contract agreement.
2. In this contract schedule of rates only essential portion of description of item has been written but it will deem to cover the entire items as fully described in Haryana PWD. Schedule of rates , 1988.
3. The Engineer-in-Charge shall be entitled to order work against any item of work shown in this contract schedule of rates hereinafter called the schedule to any extent and without any limitation where-ever as may be required in his opinion for the purpose of work, irrespective of the fact that the quantities are omitted all together in the schedule or are shown more or less than the work ordered to be carried-out.
4. The rate for any item of work not provided in the Haryana PWD Schedule of rates 1988 but executed at site will be decided by the competent authority and the decision will be binding upon the contractor.
5. All the items in this contract schedule of rates are subject to foot notes/notes given in this Haryana PWD. Schedule of rates 1988 regarding these items.
6. Approximate quantities are given in the contract Schedule of rates and may vary at the time of execution of work. The payment will however be made for the actual work done by the contractor. No extra claims whatsoever will be admissible to the contract on account of variation, alteration or deletion of any item over the quantities depicted in this contract schedule of rates.
7. All amendments issued in the Haryana PWD Schedule of rates 1988 as appended in the DNIT will be applicable on the contract schedule of rates.

8. Any other item not included in this contract schedule of rates and got done at site of work will be paid according to relevant item of Haryana PWD schedule of rates @ rates accepted in the allotment letter and approval issued by the competent authority against this contract.
9. No claim will be entertained from the contractor in case any omission in description of rates and DNIT which might have occurred in any of these items taken in schedule while comparing this schedule or on account of typing/comparison or over writing in case of any error, the same shall be rectifiable at any stage as per Haryana PWD Schedule of rates 1988 alongwith the amendments on the same received from time to time.
10. All the reinforcement shall be Fe-415 grade duly ISI marked confirming to relevant BIS and shall be procured by the contractor at his own cost.
11. The rates included in the contract cover the cost of filling of the water retaining structure, testing for water tightness, to the full satisfaction of the Engineer-in-Charge and emptying the same if desired.
12. Minimum 40mm clear cover be provided on the reinforcement on the inner side of the structure. The contractor shall give structurally safe and water proof structure.
13. Contractor shall be fully responsible for structural safety in all respect of the structures existing and under construction as per scope of work of the DNIT.

Schedule – III
Specifications & Technical conditions

1 Specification of PUMP and pumping machinery:

1.1 Pumps

Horizontal spindle split casing type centrifugal pump sets completed with suitable squirrel cage induction motor of specified makes as per schedule No. III, directly coupled, conforming in all respect to IS 1520-1972 and motor conforming in all respect to IS 325-1978, as amended upto date. The pump set shall be capable of pumping clear, cold fresh water having characteristics as specified in clause 3.1 of IS 1520-1972. Each pump motor set shall be suitable for continuous rating and shall be supplied with suitable coupling, priming, funnel, test, cock, base plate, foundation bolts and nuts and with accessories. The pumping sets shall latest ISI Code.

Centrifugal Pumps: -

A) Specifications:

Horizontal spindle split casing type centrifugal pumps of specified approved make as per schedule No. IV and conforming in all respect to IS 1520-1972 as amended upto date.

B) Material & Construction:

As per clause 5.1(Table.1) of IS 1520-1972as amended upto date. The Pump is to be bronze fitted as per IS-318.

C) Impellers:

Double suction enclosed type hydraulically and statically balances and made of stainless steel.

D) Nominal speed:

1440 RPM.

E) Pump Assembly:

Individual casing parts of pump as a whole in assembled condition to be hydrostatically tested at 1.5 times the shut off head pressure or two time the duty point pressure whichever is higher.

F) Efficiency:

The duty point should be towards left side of best efficiency point (B.E.P.) but within the best efficiency zone. The efficiency should not be less than 75%.

G) Guarantee and performance:

As per clause 12 of IS 1520-1972 and no extra credit shall be given for higher efficiency. Further pump efficiency shall be guaranteed to deliver required discharge for a range of head between (+) 10% and (-) 25% from the specified head. Shut off head of the pump should also be mentioned and maintained.

H) Information to be provided by the manufacturer:

The performance data as per clause 16.4, performance curves, certified and signed by the manufacturer and tenderer for performance of pump otherwise offer will be rejected.

I) Accessories:

Each pump shall be supplied with following accessories as per clause 7.1 of IS 1520-1972.

- a) Ball type air relief valve.(Manufacturer's provision)
- b) Tyre type coupling.
- c) Pressure and vacuum gauge with siphon cock as per IS 3624.
- d) Pressure relief valve.
- e) Base plate.
- f) Foundation bolts and nuts.

NOTE: Two pumps – I will run at a time. (Specified in Schedule-I)

1.2 Electric Motor:

The pump shall be directly coupled to A.C. three phase 415 volts 50 cycles squirrel cage induction motor on common fabricated M.S. base plate. The motor shall be capable of operation on 415(+) 6% (-) 15% voltage having synchronous speed of not more than 1500 RPM (full load slip not to exceed 4%) . The motor shall be totally enclosed fan cooled and of continuous rating type. The motor shall conform to IS 325-1978. The motor shall have class, F, insulation according to IS 12741-1974. The H.P. of electric motor shall have a safe margin of 10% at the maximum requirement of BHP absorbed at duty point and (+) 10%(-) 25% of head at duty point. Rise in temperature while motor is in continuous use at rated output should not exceed as per Class-F, insulation (clause 12.1 of IS 325-1978).

1.2.1 Dimensions and output:

The dimensions and outputs of motor shall comply with IS 1231-1974.

1.2.2 Winding and Insulation:

The stator winding consists of synthetic enamel covered copper wire with slot insulation complying with the requirements of IS 1271-1974.

1.2.3 Balance:

All rotors are dynamically balanced to comply with the requirements of IS 4729-1968.

1.2.4 Performance Data:

The contractor shall provide the following details in a tabular form in respect of each set alongwith the tender.

- 1) Make of Pump.
- 2) Model & size of pump.
- 3) Duties offered LPM/M.
- 4) Manufacturer.
- 5) Efficiency of pump at D.P.
- 6) Overall efficiency of pump set at D.P.
- 7) Shut of head (M).
- 8) NPSHR (M).

- 9) Discharge at (-) 25% Head (LPM).
- 10) Efficiency at (-) 25% Head.
- 11) Discharge at (+) 10% Head (LPM).
- 12) Efficiency at (+) 10% Head.
- 13) Input at D.P. (KW).
- 14) Input at (-) 25% Head K.W.
- 15) Input at (+) 10% Head KW
- 16) Rated Motor output (KW).
- 17) Guarantee.
- 18) Make of Motor.
- 19) Synchronous speed for Motor (RPM).
- 20) Suitability at (+) 6% (-) 15% Voltage.
- 21) Suitability at (+) 3% frequency.
- 22) Performance Curves.
- 23) Accessories.
- 24) Material and construction of pumps
 - a) Casing
 - b) Impellers
 - c) Shaft
 - d) Shafts sleeves
 - e) Bearing rings

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

The tenderer should submit leaflets literature with the offer and all documents shall be in original or attested by the class I Gazetted Officer.

2. **C.I. Pipes and Specials:**

2.1 **C.I. Pipes:**

Supply and erection of C.I. Pipes and specials both to connect the suction side of the pump with the collecting tank including bell mouth and the delivery sides of the pump with the rising main (as shown on the plan attached) outside the foundation of the pump chamber wall shall be included in the tender by the tenderer. The specials shall be all flanged conforming to ISI 1536-1976 ISI Marked class B. The velocity in the suction & delivery pipe shall not to exceed 2.00 m/sec and 2.5 meters/sec. respectively. The suction and delivery pipe shall be so designed that any of the pumps can be operated at one time and delivery pipes of each pump will be as per manufacture standard.

These shall be horizontally cast iron double flanged pipes class-B conforming to IS-7181-1986 as amended upto date and bearing ISI certification marks in maximum length upto 2.75 meter each or shorter lengths/pieces as per site requirements. Supply and erection of the same shall include cost of labour and material required for fabrication for double flanged smaller piece lengths and jointing the delivery lines with flanged joints, inclusive of cost and labour for other material like nuts, bolts, rubber insertion etc. as per site requirements.

2.2 **Sluice Valves:**

All sluice valves shall be of cast iron double flanged confirming to IS 780-1980, IS 2906-1980 and IS 1538-1993 and 14846-2000 PN 1.0. The sluice valve will be provided with

hand wheels upto 300 mm i/d and hand operated gear machines in case of valves exceeding 300 mm i/d. All sluice valves shall be of makes mentioned as in schedule-IV.

2.3 **Reflux Valves:**

These shall be heavy duty flanged type with gun metal sheets confirming to ISI 5312 (part I) 1969 and shall be provided separately on the suction side of each of the pumping set and delivering side of clear water pumps. These valves will be of same size as of suction and delivery pipe. The maker of reflux valves will be as per schedule-IV.

2.4 **Bell Mouth:**

On the suction side, bell mouth of appropriate size and opening shall be provided in the collecting tank.

2.5 **Drip Pans**

Drip pans shall be provided where any dripping of oil or water may occur and there shall be made of copper with a copper pipe edging and be such that they fit neatly into place.

2.6 **Casting**

All casting shall be sound and inform/smooth both externally and internally be entirely free from blowholes. They shall be carefully cleared and dressed off. All bright work shall be free from air holes and spots and shall be properly cleared and finished to remove tool marks.

The contractor shall reject and replace any casting, which the Engineer-In-Charge consider to be not of first class appearance and quality No plugging, welding burning shall be resorted to.

(Note : All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

3. **Electric Control Panel**

3.1. **Mounting Panel Board**

Wall Mounting panel board of suitable size required for 4 Motor Vermin Proof extensible type made out of 14 gauge CRCA sheet with angel frame made of 35 x 35 x 5 mm base frame and channel as required to established the heavy duty starter painted with synthetic light gray enamel paint with suitable size of cable and meter holes all incoming and out going cable should be covered PVC flexible pipe jointed with tape.

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

3.2. **Starter:**

The Starter shall be fully automatic DOL starter/Star Delta starter Air Beak oil immersed/dry type suitable for 350/450 volts, three phase, 50 cycles A.C. supply

Confirming to IS 13947 (part I & IV). The starter shall be complete with.

3.3 **Star-Delta Starter:-**

- | | | |
|----|-----------------|--------|
| 1. | SFU/MCCB | 1.nos. |
| 2. | Contactora | 3.nos |
| 3. | Over-load relay | 1.nos |

4.	S.P.P.	1.nos
5.	Timer (Electronics)	1.nos
6.	Push Button	2.nos
7.	Indication ON/OFF	1.nos
8.	Control fuse	1.nos
9.	Amp. Meter with C.T. & Selector Switch	1.nos

3.4 **DOL Starter: -**

1.	SFU/MCCB	1.nos.
2.	Contactor	1.nos
3.	Over-load relay	1.nos
4.	S.P.P.	1.nos
5.	Push Button	2.nos
6.	Indication ON	1.nos
7.	Control fuse	1.nos
8.	Amp. Meter with C.T.	1.nos

3.5 **Switches/MCCB's/MCB's**

Panel mounting switches/MCCB's/MCB's suitable for 415 Volts 50 Cycles 3 -Phase AC supply with operating mechanism handle conforming to IS: 13947 (Part -I & III) 1993/IEC 947.

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

SFU's

- a. Fix contact
- b. Terminal & Backo light plate for terminal
- c. Moving contact assembly.
- d. Archute & bridge.
- e. H.R.C. fuses.

MCCB's/MCB's

- a) Fix contact
- b) Terminal & Backo light plate for terminal
- c) Moving contact assembly.
- d) Archute & bridge.
- e) Thermal/Electronics Trip system with adjustable of S/C, O/C.
- f) The operating handle shall have suitable indication of ON - OFF -Trip.

3.6. **Voltmeter: -**

Volt meter shall be provided on incoming of each panel with 3 way 100 Sq mm with selector switch for each pump as per IS 1248.

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

3.7. **Amp meter:-**

Each pumping set shall be providing with amp-meter with single CTS for suitable range of motor amp and provided one No Amp meter on incoming of each panel with 3 way and off selector switch 100 Sq mm as per IS 1248.

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

3.8. **Indication:**

The three indications with control fuses in the incomer of Main LT Panel RYB.

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

3.9. **Voltage Drops: -**

In motor circuit the conductor shall be so chosen that the voltage at the terminals of motor when running under full load conditions is not less than 90% of the voltage at the main Panel.

3.10. **Automatic Power Factor Correction Device.**

The capacitors of suitable capacity with unit of (specified in schedule no. 1) KVAR each 400/440 volts AC with copper bus bars, HRC Fuse, MPP Cap. Arranged in such a way operation of APFC Relay that the capacitors of appropriate capacity comes in operation automatically ON/OFF by APFC Relay when motor runs and power factor goes down to improve the Power factor with specifications.

(Note: All the material of rating as per the Schedule No. I and specifications & make of schedule No. III & IV)

Voltage	:	400/440-Volt Ac
Frequency	:	50 HZ
No. of fuses	:	3
Insulation level	:	3000 Volt AC
Equipped with Internal fuse	:	Provided in the form of suitably rate tinned copper wire.
Externally	:	Provided with discharge resisters Operating conditions As per Is 3834-1986 revised.

3.11. **Electrical Wiring Including LT Cable:**

The work of electrical wiring and cabling shall be carried out in accordance with the Indian Electricity Rules and IS 732-1963.

The contractor shall include cost of providing and installing complete LT cable and wiring work from Meter including earthing to user end.

1. In Panel room the LT cable from meter to LT panel and LT panel to starter, starter to motor including cost of thimbles, lags, solder etc. for ISI marked cable of suitable size, 1100 Volts 3/3½ /

Single core flexible copper cable conforming to IS 1554/ relevant IS (Part-I)-1993 in ground covered with armored cable aluminum conductor conforming to IS 1554 (Part-I)-1993 in ground covered with sand and brick/in trench/in PVC pipe/on steel cable trays. The maximum current that will flow under normal condition of service in a motor circuit shall be taken of that corresponding to the full load current of the motor, when rates in accordance with the relevant current rating ad given in IS 325-1978. The size of PVC Copper cable/wiring used shall be capable of carrying the full load current corresponding to the rating full load of the motor. It will include the cost of thimbles solder etc.

The maximum current that flow in the motor circuit shall be taken as that marked on the specification plate of the motor. The size of the cable for each circuit shall be suitable for the maximum current as mentioned in the para above.

3.12. **Earthing :**

All the electrical equipment such as LT panel, switches, starters, motors etc. shall be providing with double loop earthing with thimble connection. All lighting equipment shall be provided with single loop earthing. All connection shall be by means of soldered thimbles of approved quality. The earthing shall be done in accordance with para 7 of IS –732-1968 and IS 3043-1996 all connections of the earthing system shall be visible for periodical inspection and testing.

It is absolutely essential that the entire earthing system should be designed with regard to likely earth fault. Current based on the rating of equipments installed.

Earthing with tinned copper earth wire including accessories and connections from earth electrode with copper Wire 8 mm thick as per specification given in schedule No. III.

- (a) Earthing with tinned copper earth wire including accessories and connections from earth electrode with copper Wire 8 mm thick with tinned copper including accessories and providing enclosures with cover plate having locking arrangement and watering pipe with charcoal or coke and salt for copper plate earth electrode along with earth connections from earth electrode with copper wire 8mm thick directly is ground and surface fixed with suitable copper strips of same size as required.

All wiring and earthing shall be as per IE / 1996 rules and shall be got approved from the chief Electrical Inspector of HVPN.

3.13. **Inspection and Test certificate of equipment.**

Electrical equipments, pumping machinery, transformers, H.T. panel, VCB, cable etc. before supply shall be inspected by an authorized officer/ agency/firm. The arrangements for the initial test shall be made by the supplier at manufacturers works and also make type and routine test certificate will be supplied at the time of initial test, in addition to the above contractor shall be fully responsible to show the specified duties after the machinery installation is completed at the pumping station. The testing will be done as per ISI standards.

Contractor will also be responsible for getting inspected and passed and approved the whole electrical system from the Chief Electrical Inspector or as the case may be. He will make necessary payments of fee for this purpose to that office. The department however will render necessary assistance to the contractor. All testing charges of various electrical equipments required by UHBVN/DHBVN will be borne by the contractor.

3.14. Painting Schedule and wiring diagram:

All parts of the Electrical equipments and pumping machinery, base plate, accessories, piping and other iron or steel work not finished bright shall be filled and painted with three coats of approved paint which shall be applied after erection.

After completion of the work complete drawing showing connections to the various equipment is to be prepared by the tenderer and to be submitted to the deptt. alongwith final bill of the work.

Inter connections from the busbar chamber to the different main switches/Air circuit breakers should be through solid copper bars of the required capacity duly insulated for which no extra payment will be made.

3.15. Special Tools and Spanners.

The contractor shall provide a set of polished spanners, screw driver, hammers etc for installation, one to fit on every nut or stud on the pumping machinery and all auxiliary apparatus provided, including the foundation bolts. All other specials tools or apparatus, pipe clamps, required for erection or dismantling of the pumping machinery and equipment shall also be provided. M.S. Board shall be fixed in the control room on which all the spanners and other tools shall be neatly arranged.

3.16. Inter Change ability

Corresponding parts of all apparatus supplies shall be made to standard gauge and shall be interchangeable. Threads of all screws shall in accordance with ISI and where these are not available according to British Standard.

5. Pressure gauges.

Pressure gauges with siphon cock as per ISI 3624 having dial gauge of 150mm dia will be provided with the pump set and suitably fixed at site.

ANNEXURE 'A'

(INFORMATION TO BE GIVEN BY TENDERER DULY CERTIFIED AND SIGNED)

Discharge = LPM, Head= Meter

1. Make of pump
2. Model of the pump
3. Name of manufacturer
4. Efficiency of pump only at duty point.
5. Overall efficiency of set at duty point.
6. Shut off Head (Meters)
7. Discharge at (-) 25% Head
8. Efficiency at (-) 25% Head
9. Discharge at (-) 10% Head
10. Efficiency at (+) 10% Head
11. No. of stages
12. Max. overall diameter including cable guard in mm of pumping set
13. Input at duty point (KW)
14. Input at (-) 25% Head (KW)
15. Input at (+) 10% Head (KW)
16. Suitability of set at + 6% (-) 15% Volts Yes/No
17. Suitability of set at +3% variation Yes/No
 - in frequency Yes/No
18. Guarantee as per DNIT
19. Performance curves (All three characteristics) to be attached Yes/No
20. Wt. Of Motor pump set (Kg.)
21. Minimum bore well size (MM) required.
22. ISI License No. & date and validity
23. Make of cable – only Finolex made
24. Size of cable (MM²) in square mm
25. Rate per set with accessories Yes/No
26. All accessories as per DNIT
27. FOR
28. ST/Excise duty
29. All technical details as per DNIT Yes/No

SCHEDULE - IV

The following makes of Equipment/Material shall be acceptable for this job.

1. **PUMPS** : Kirloskar / Mathar & Platt. /
Jyoti / worthiagton
2. **NON RETURN VALVES** : Kirloskar / IVC / Leader or any other
ISI marked.
3. **SUICE VALVES** : Kirloskar / IVC / Leader or any other
ISI marked
4. **MOTORS** : Kirlokar / Crompton / Jyoti / ABB
Siemens / NGEF
5. **LT Switch Gear** ;
 1. Air Circuit Breaker : L&T / GE /Siemens /Schnider Elect.
 2. MCCB / SFU / MCB : L&T / GE / MDS / Merlin Gerin
 3. Contactor / O/L : L&T / GE / MDS / Merlin Gerin
Relay / Timers
 4. MCB / ELCB / DB's : L&T / GE / MDS / Merlin Gerin
 5. Capacitor : L&T / GE / Siemens
 6. Current Transformers : AE / Kappa / L&T
 7. Selector Switch : L&T / GE / HPL
 8. Indicating Lamps / : L&T, GE / Vecco
Push Button
 9. APFC Relay : L&T / Ducati
 10. Change over Switch : HPL / L&T / Havells
 11. Meters (Volt Meter / : L&T / AE / Enercon
Amp Meter / PF Meter /
KWH Meter / HZ Meters etc.
6. **Cables** :
 1. Copper Wire (Flexible : Finolex / Havells / National
Multistrand)
 2. 1100 Volt grade, PVC : CCI / Gloster / Havells / Suraj /Plaza
Insulated AL Conductor,
Armored cables
 3. 11 KV XLPE Cable : CCI / Gloster / Havells / Suraj /Plaza
 4. Cable Glands ; Dowells / Comet / IMI / Jainsons

- | | | | |
|----|------------------------|---|---|
| 5. | Cable Lugs | : | Dowells |
| 6. | 11 KV Cable Joints Kit | : | Raychem / Mahindra & Mahindra
Densons / M.Seal |
| 7. | Cable Boxes | : | Densons / Raychem / Universal |

9. Miscellaneous

- | | | | |
|----|----------------------|---|---|
| 1. | Pin / Disc Insulator | : | Jayshree / WS / IEC / PCL / BHEL |
| 2. | Lightening Arrestor | : | Atlas / GE / International / Lamco |
| 3. | Drop out fuses | : | National / Kiran / Jyoti / Jayshree |
| 4. | Fire Extinguishers | : | Minmax / safex / Vijay / cease fire /
Zenith |
| 5. | Rubber Matting | : | ISI Marked only |

All the materials shall be conforming to relevant ISI/IEC standard.

The contractor should supply materials of the suggested reputed make or any other make having specifications exactly similar to one of the suggested reputed makes. They must indicate the make that he purpose to supply and also the particular suggested reputed make to which the proposed product to be supplied bears similarity. In case it is found that any contractor makes a claims whether intentionally or unintentionally. The Engineer-In-Charge, may without, prejudices to any other rights and remedies available to him, direct the contractor to supply any one of the suggested reputed makes, and in the event of his failure to comply with the directions, he may also cancel the contract, without prejudice to other rights and remedies available to him, under the contract first agreement preference will be given to ISI marked material.

SCHEDULE NO.V
CONTRACT DRAWING ACCOMPANYING THE TENDER

List of drawing and curves to be submitted by the contractor with the tender for electrical equipments and pumping machinery.

General arrangement of the electrical equipments and pumping machinery and other equipment offered.

Witness _____
Dated _____

Contractor _____
Dated _____

Executive Engineer
Public Health Engg.Division No.3
Sonepat

SCHEDULE NO. VI

List of drawings in duplicate to be submitted by the contractor to the Engineer-in-charge for approval during the course of construction of work. completed and final to the scale, foundation plans. Completed and to the scale, other detailed dimensioned and sectional working drawings to panel board and line diagrams of LT cables and PVC copper wiring and pumping machinery with suction and delivery pipe and line diagrams. Any other working drawing required by Engineer-in-charge from time to time.

Completion Plans:-

Three bound sets of above drawings together with the printed instructions, leaflets, characteristics curves and Operations Hand Books of the various equipment installed at the work.

Witness _____

Contractor _____

Dated _____

Dated _____

Executive Engineer
Public Health Engg.Division No.3
Sonapat

SCHEDULE NO. VII

The following is the list of drawing attached with the DNIT.

Layout plan showing location of tubewells at _____

Line Diagram of Pipes and Specials

Executive Engineer
Public Health Engg. Division No.3
Sonapat

SCHEDULE NO.VIII

GUARANTEE :

I, we hereby guarantee that the electric equipment, pumping machinery, switch gear, distribution board, electric cable etc. or any other apparatus supplied are according to the latest ISI, Specifications, whichever applicable on the date of opening of tender and according to the specification attached to the tender, wherever ISI Specifications do not exist. The performance is guaranteed for the entire work for a period of one year after the date of final acceptance of the work by the Engineer-in-Charge. The guarantee also covers for the same one year, efficient, reasonably free from noise and satisfactory working of the machinery and equipment. If found not to comply with the guarantee, I/We shall at our own cost and expenses renew or replace or do whatever is necessary to remedy the fault as required by the Engineer-in-Charge. I/WE shall during the same period of one year repair promptly at our cost and expenses, all break-downs or failures which may occur in the opinion of the Engineer-in-Charge, due to faulty material and workshop.

Witness _____
Dated _____

Contractor _____
Dated _____

Executive Engineer
Public Health Engg. Division No.3
Sonapat

NOTES

1. Any other item not included in this contract schedule of rates & get done at site of work shall be paid off according to PWD schedule of rates 1988 subject to the ceiling premium or discount tendered by the contractor.
2. The work will be carried out strictly in accordance with the PWD Book of specification edition 1990. Which will form a part & parcel of this contract agreement.
3. In this contract schedule of Rates only essential Portion of description of item has been written but it will deem to cover the entire items as fully described in Haryana PWD schedule of Rates 1988.
4. The Engineer-in -Charge shall be entitled to order to work against any item of work shown in this contract schedule of rates here in after called "The schedule" to any extent & without any limitation where so ever as may be required in his opinion for the Purpose of work irrespective of the Fact that the quintiles are omitted all together to the Schedule are shown more or less than the work ordered to be Carried out.
5. All the items in this Contract schedule of rates are subject to the foots notes & given Haryana PWD schedule of rates 1988 regarding these items.
6. The Premium should be quoted above or below the contractor of rates & no condition should be given in case any commission is tendered this will be considered as null & void & only the premium or discount quoted by the tendered shall be accepted in case any tenderer refuses to except this earnest money will be forfeited.
7. The rates included in the contract of rates cover the cost of filling the water retaining structure testing for water tightness to the full Satisfaction of the Engineer-in - charge & emptying the same if desired.
8. All amendment issued in the Haryana PWD schedule of rates 1988 up to the date of opening of Tender will be applicable of the contract schedule of rates.
9. Approximate quantities are given in the contract schedule of rates & may vary at the time of execution of works. The Payments will however be made for the actual work done by the contractor. No. extra claims what so ever will be admissible to the contractor on account of variation, alteration or deletion of any item over the quantities depicted in this contract schedule of rates.
10. The Rates for any item of work not provided in the Haryana PWD schedule if rates 1988 but executed at site will be decided by the Competent authority & the decision will be binding up to the Contractor.
11. No claim will be entertained from the contractor in case any omission in description rates & units which might have been occurred in any of these items taken in this schedule while comparing this schedule or on account of typing comparison or over writing in case or any error the same shall be rectifiable at any stage as per Haryana PWD schedule of rates 1988 along with the amendments on the same received from time to time.

- 12 i) All the reinforcement shall confirm to ISI 1986-1995 with latest amendment if any shall be procured by the contractor at his own cost.
ii) Contractor shall produce mfg. Test report and also get the steel tested at his own cost for each consignment.
13. Minimum 40 mm clear cover be provided on the reinforcement on the inner side of the structures the contractor shall given structurally safe & water proof structure .
- 14 Contractor shall be fully responsible for structural safety in all respect of structure existing / under construction in the vicinity of the structures under construction.
15. All classes of work not otherwise described shall be executed in accordance with principle laid down in Haryana PWD public health Br. Specification and B & R Book of specification 1990 Edition in the cases or Building works etc.
16. The condition regarding arrangement of bricks by the Deptt. Shall not be accepted and any offer tagged with the condition is liable for rejections.
- 17. The Rate of N.S Item should be quoted separately for which no premium will be allowed .**
18. The Contractor shall submitted the test certificate of the steel brought by him to the site of work. Also the samples of the steel shall be got tested by the Engineer –in – charge, the steel shall be ISI marked.
19. That no extra lead and lift will be payable of excavation earth and its proper disposal outside the water works premises will be responsibility of the contractor at his own cost. The contractor will be liberty to dispose of surplus earth in his own may and will quote his own rates for excavation of earth accordingly.

Engineer,

Executive

NOTICE INVITING TENDER

1. For and on behalf of the Governor of Haryana, tenders in sealed are hereby invited for the execution of the work given below from firms of repute/such contractors, who are having a valid certificate of enlistment issued by a competent officer of Haryana P.W.D. Water Supply & Sanitation Deptt. for any state Govt. / Central Govt. / Public sector for under taking duly renewed upto date (on which tenders are to be opened):-

Name of the Work:	Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well , Pump chamber , , const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi
Estimated Cost	App. Cost Rs. 35.75 Lacs
Particulars of the Sanitation Department Officer Inviting Tender	Executive Engineer, Sonapat Division, Haryana Public Health Engineering Department, Hereinafter referred to as " Executive Engineer"

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

SEALED COVER

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

5. Further information can be obtained and a schedule of quantities, the detailed plans and specifications can be seen in the office of the "Executive Engineer" during 10.30 Hrs. to 13:30 Hrs. on any of the working days.
6. For showing these documents to the contractors, the "Executive Engineer" will nominate a responsible official who may be contacted. The particular of the said official shall be displayed on the notice board of the office and/or at a prominent place in the office of the " Executive Engineer".

7. The tender shall be accompanied by Earnest Money amounting to Rs. 39000/- The earnest money shall be in the shape of “deposit at Call” or the fixed deposit in favour of the “Executive Engineer” drawn on ant Scheduled Bank. The earnest money shall not be accepted in any other form. Any tender not accompanied by earnest money in the said form shall stand invalidated and shall be rejected outright and the rates shall not be announced.

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

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

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

9. The tenders shall be opened onday of20athrs. in office room of “Executive Engineer” by the Executive Engineer or any other office specifically authorized by him to do so. Any contractor who has submitted a tender may be allowed to be present at the time of opening of the tenders, subject to maintaining decorum and proper behavior

(i) The tender shall be required to be kept open for acceptance of a period of at least 3 calendar months from the prescribed date of opening of the tenders/price bid. Any tender not complying with the above conditions shall be rejected outright and the earnest money forfeited. Further the quoted rates of such tender shall not be announced at the time of opening.

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

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

10. The approval to acceptance of the tender will rest with the Governor of Haryana or any other duly authorized Officer, acting for and on his behalf, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason whatsoever.

11. The contractor, whose tender is accepted will be required to execute a contract/deed on the conditions contained in the prescribed form mentioned in paragraph (2) above and will be required to furnish security for the due fulfillment of his contract. The security deposit shall be

Rs. 5% of the estimated cost of work minus the earnest money already deposited. The demand notice for deposit of full amount of security may be made any time after the letter of acceptance has been issued. Usually a time period of 10 days shall be allowed for the same. In case of non-deposit of this security, the same shall be deducted from first running bill of the work.

PART 2 – GENERAL RULES AND GUIDANCE OF CONTRACTOR

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

Rule No. 1 : Brief information about the works proposed for a execution by contract have been notified in a shape of “NOTICE” pasted on the Notice Board hung up in the office, duly signed by the Executive Engineer. Further, the detailed document called “NOTICE INVITING TENDERS” can be seen in the office of Executive Engineer on any working day. This form states the work to be carried out, as well as the date & time of submitting and opening of tenders and the time allowed for carrying out, the work, the earnest money required to accompany the tenders, also the amount of security to be deposited by the contractor whose tender is accepted, the conditions of contract on which contract agreement would be concluded, copies of the specifications, designs & drawings, Contract Schedule of Rates, and also a Schedule of Ceiling Premia” by which the rates of various items of the Contract Schedule of Rates shall be increased so as to be called the “ Ceiling Rates”. Further any other documents required in connection with the works duly signed by the Executive Engineer for purpose of identification shall also be open for inspection by the contractors in the office of the Executive Engineer as mentioned in the ‘NOTICE”.

Rule No. 2: Any contractor who submits tender any sign an affidavit to the effect that he has no connection or relation with the firm/contractor black listed by Haryana Government/Govt. of India from time to time. The form of affidavit can be seen in the office of the ‘Executive Engineer”

Rule No. 3 : The tender shall not be burdened or loaded with any conditions. Only rate shall be quoted. A conditional tender is liable to be rejected outright at the discretion of the accepting authority. In the alternative, the accepting authority may treat the conditions as null and void and make a counter offer to the tendderer to do the work at the rate quoted by him without the conditions. If the contractor who submitted the tender refuses to accept the said counter offer to do the work at the rates quoted by him without the conditions within one week of the said offer having been made by the accepting authority, the earnest money which accompanied the tender shall stand forfeited and the contractor shall have no claim to the same whatsoever.

Rule No. 4: The tender shall be signed by the person or persons authorized to do so in a manner by the authority granting the certificate of enlistment. Any tender not signed in the manner so authorized shall be deemed to be an invalid tender and shall be rejected and the earnest money shall be forfeited without prejudice to any other rights & remedies available to the Executive Engineer.

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

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

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

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

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

Single Rate Rule No. 5 : (a) For Scheduled items: Any person who submits a tender shall fill up the usual printed form stating the percentage above or below the "Ceiling Rates" as defined in Rule I at which he is willing to undertake the work. Only one single rate of percentage above or below on all scheduled items of the contract Schedule & for all purposes shall be mentioned in the space provided in the Tender Form. For the purpose of this single rate. Explanatory Memo, below may be seen. Which explains the manner in which the admissible payment shall be worked out after taking into consideration the sanctioned Ceiling Premia as enumerated in the "Schedule of Ceiling Premia" mentioned in Rule (1) together with the single rate quoted by the contractor any rate entered outside this space may render the tender invalid. If a contractor quotes more than one rate in that case only lower or lowest of the rates so quoted shall be considered and a counter offer shall be made to him accordingly at the lowest of the rates quoted by him and in the event of his not accepting the same, the earnest money that accompanied the tender shall stand forfeited and the contractor shall have no claim to the same whatsoever.

(b) For Non-Schedule Items : A person submitting a tender shall fill up the rates against each item shown. No premium over the rates quoted by him will be admissible over these NS items.

A single tender from shall be used, for one specific work only viz. The work for which the same has been issued by the specific contractor to whom the same has been issued by the Executive Engineer. The tender from preferably be put in the cover and the cover may be sealed by the contractor. If the cover is not sealed by the contractor, Executive Engineer shall not be responsible for any consequences thereof.

EXPLANATORY MEMO

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

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

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

Quantity	Item	Unit	Rate	Amount
300	cm	cum	Rs. 120.00	Rs. 36000
	Add Ceiling Premium 50%			Rs. 18000

GROSS TOTAL	Rs. 54000
Less contractors rebate 3%(-)	Rs. 1620
NET PAYABLE	Rs. 52380

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

Would be as under :-

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

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

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

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

(c) He will then announce the rates quoted by all other contractors whose tenders do not suffer from any infirmities. In cases where the tenders have any or many shortcomings, the rates may not be announced and such tenders may be put in a cover and sealed. This fact shall be announced. The tender so sealed shall be dealt with according to rules and regulations on the subject/situation.

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

In the event of a tender being accepted, an acknowledgement of the Deposit at call receipt, forwarded there with shall thereupon be given to the contractor who shall thereupon for the purpose of identification, sign copies of specifications and other documents mentioned in Rule 1. In the event of a tender not being accepted, the earnest money forwarded with such tender unless the same has been forfeited will thereupon be returned to the concerned tenderer.

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

8. The memorandum or work tender for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender form is issued. If a form is issued to a contractor who intends to tender without having been so filled in and completed, he shall request the office to have them done before he completes and delivers and delivers his tender.

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

TENDER FOR WORKS

Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well , Pump chamber , const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi

App. Cost Rs. 35.75 Lacs

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

A. Scheduled Items	

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

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

- a) General Description Special Repair Estimate for W/s sch. Panchi Gp. of 3 No. Village Tehsil Ganaur & Distt. Sonapat "Repair of Existing water works structures i.e. S/S tanks, Filter beds, Clear water tank, S&S well , Pump chamber , , const. of C.C. Road Path & Plinth Protraction around existing structures, Balance Boundary wall, Providing installing pumping machinery clear water along with all electrical installations other works contingent thereto" at water work Panchi App. Cost. Rs. 35.75 Lacs
- b) Estimate cost Rs. 35.75 Lacs
- c) Earnest Money Rs. 71,500/-

- d) Security deposit (including earnest money) Rs. 5%
- e) Percentage , if any , to be deducted from bills 5%
- f) Time allowed for the work from date of written order to commence 6 months.

In case this tender is accepted i/we hereby agree to abide by and fulfill all terms and provisions of the said conditions of contract annexed hereto so far as applicable , or in default thereof forfeit to and pay to the Haryana Public Health Engineering Department or its successor in office the sums of money mentioned in the said conditions.

PART 4 CONDITIONS OF CONTRACT

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

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

Clause 3 : In any case in which under any clause or clauses of this contract the security deposit (Whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Government shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government:

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

- (b) To employ labour paid by the Public Works Deptt. and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of the which cost and price a certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract: the certificate of the Executive Engineer as to the value of the work done shall be final.
- (c) To measure up the work of the contractor and to take such part thereof shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred excess of the sum which would have been paid to the original contractor if the whole work been executed by him (of amount of which excess the certificate in writing the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from the proceeds of sale of his property or a sufficient part thereof.

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

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

Clause 5 : If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer Public Health Engineering Department, Sonapat Circle through the Executive Engineer, D&P Division Sonapat within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid but before the expiry of contract period and the Executive Engineer/Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds have been shown, thereof authorize, such extension of time. If any as may in his opinion be necessary or proper.

Clause 5-A : The contractor shall deliver in the office of the Executive Engineer. On or before the 10th day of every month during the continuance of the work covered by this contract, a return

showing details of any work claimed for as extra, and such return shall also contain the values of such work as claimed by contractor value of which shall be based upon the rates and prices mentioned in the contract or in the schedule of rates in force at that time. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising. Which at the date thereof he has or may claim to have against the Executive Engineer under or in respect. of in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included whatsoever be the circumstances.

Clause 6: Without prejudice to the rights of Government under nay clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion: but no such certificate shall be given. Not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish. And cleaned off the dirt from all wood works. Doors, windows, walls, floors, or other parts of any building. In upon or about which the work is to be executed, measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish. And cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding or surplus materials and rubbish and dispose off the same as the thinks fit and clean off such dirt aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less any expense incurred by the Engineer-in-charge in connection therewith.

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

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

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

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

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

Clause 11: The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully to the designs, contract drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or at the site of the work for the purpose of inspection during office hours, and the contractor shall if the so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause 11 (a) : The Engineer-in-charge shall have full powers at all times to object to the employment of any workman, foreman or other employees on the works by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the work, the contractor shall comply with the request forthwith.

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

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

Clause 12: the Engineer-in-charge shall have power to make any alterations in or omission form or additions to or substitutions for the original specification, drawing. designs. and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which any given to him in writing signed by the Engineer-in-charge and such alterations, omissions. Additions or substituted shall not invalidate the contract; and any altered, additional or substituted work in which the contractor may be

directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered. additional or substituted work bears to the original contractor work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then class of work shall be carried out at the rates entered in the Haryana schedule of rates subject to the same percentage above or below. as for the items included in the contract, and if such class of work is not entered in the Haryana schedule of rates. The contractor shall within seven days of the date of his receipt of the order to carry out of work. inform the Engineer-in charge of the rate he intends to charge for such a class of work. and if the Engineer-in-charge does not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable, provide always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbefore mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rates as shall be communicated by the Engineer-in-charge, after getting the same decided by competent authority,

Clause 13 : If at any time after the commencement of the work, if the Government shall for any reason, whatsoever, not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing to the fact to the contractor who shall have no claim to have any payment or compensation, whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated,

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

Clause 15 : All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractors shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing, present for that purpose, Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

Clause 18: The contractor shall supply at his own cost all materials (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's store), plants, tools, appliances, implements, ladders etc., scaffolding and temporary works requisite or proper for the execution of the work, whether original. altered or substituted and whether included in the Specification or other documents forming part of the contract or referred to in these conditions or not, which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfied. or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without, charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assigning in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale of his property or a sufficient portion thereof.

The contractor shall also provide all necessary fencing and lights, required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precaution, and to pay any damage, and costs which may be awarded in any such suit, action, or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person:

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

Clause 19 (a): No laborers below the age of 18 years shall be employed on the work.

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

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

Clause 20 (a): In every case in which by virtue of the provisions of section 12, subsection (I) of Workman's Compensation Act, 1923, Government is obliged to. Pay compensation to a workman employed by the contractor. in execution of the works, Government will recover from the contractor, the amount of the compensation so paid and without the prejudice to the rights of Government Under section 12, sub-section (2) of the Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under section 12, subsection (1) of the said Act-except on the written request of the contractor and Upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 21: The contract shall not be assigned or sublet without the written approval of Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity, gift, loan. requisite reward of advantage. Pecuniary or otherwise: shall either directly or indirectly be given. Promised or offered by the contractor or any of his servant or agents to any public officer or person in the employment of Government. in any relating to his office or employment. or any such officer. or person shall become. in any way directly or indirectly interested in the contract; the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensure, as if the contract had been rescinded under clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

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

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

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

Clause 25 : No claims for payment of an extraordinary nature, such as claims for a bonus for extra employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a stand-still though no fault of the contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Haryana Government under the signature of its Secretaries.

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

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

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

3. It is also a term of this arbitration agreement that no person other than a person appointed by the Engineer-in-Chief, Haryana, PW.D., Water Supply & Sanitation Deptt. shall act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25.000/-(Rupees Twenty five thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.

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

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

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

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

(c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Government of Haryana and has been so decided finally by the Haryana Government. 6. The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

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

	Amount of Claims	Rate of security deposit
i.	For Claims below Rs. 10,000	2% of amount claimed
ii.	For claims of Rs. 10,000 and above and below Rs.1, 00,000	5% of amount claimed
iii.	For Claims of Rs. 1, 00, 000 and above	7½% of amount claimed

The stamp-fee due on the award shall be payable by the Party as desired by the arbitrator and in the event of such party's default the stamp-fee shall be recoverable from any other sum due to such party under this or any other contract.

8. The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

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

- (a) of the date of completion of the work as certified by Executive Engineer-in-charge or
- (b) of the date of abandonment of the work, or
- (c) of its non-commencement within 6 months from the date of abandonment. or written orders to commence the work as applicable, or
- (d) of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/or its recession, or
- (e) of receiving an intimation from the Executive Engineer In-Charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive.

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

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

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

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

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

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

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

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

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

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

Clause 30 : The percentage referred to at page (3) of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Government or direct of (1) the items of works to which the rates in the tender apply and also (2) the items of work to which rates exist in the Schedule of rates of the district.

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

ADDITIONAL CLAUSE

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

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

Clause 34: Fair wage clause attached.

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

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

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

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

Clause 39 : All royalty and compensation for building stone, bajri and stone metal etc. should be included in the rates to be quoted and is payable by the contractor.

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

Clause 41 : It will be the responsibility of the contractor to ensure that the trees at the site to work and in the vicinity or their fruit etc., are not damaged by his labour or agent. The cost of such damage, if any, will be at the discretion of the Engineer-in-charge and shall be deducted from the bill of the contractor.

Clause 42 : The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-charge. He should also arrange at his own expenses for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work, in case of his failure the same shall be provided by Government at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be binding.

Clause 43 : Any material left on the site of work after one month from the date of completion of the work shall become the property of the Government and no payment shall be made for it.

Clause 44 : The amount of the work can be increased or decreased according to the Requirement of the department and no claim whatsoever on this account will be entertained.

Clause 45 : The department reserve option to take away any items of the work or part thereof any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.

Clause 46 : It is not obligatory on the contractor to employ labour through Employment Exchange but he may avail of the facilities offered by the Employment Exchange in case he wishes to do so.

Clause 47 : No claim on account of fluctuation in prices due to war or any other cause will be entertained.

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

Clause 49 : No compensation whatever will be payable on account of any delay or default in the supply of material mentioned in the "List of material to be issued to the contractor", by the department and consequent delay in the execution of work.

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

Clause 51 : No premium shall be payable on Non-schedule items. whether depicted in enclosed schedule of rates or not. Contractor will quote his separate rates as depicted on page No.6 of the tender form.

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

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

Clause-54

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

Clause-55

The Engineer-in-Charge can opt for 3rd party inspection other than department in addition to inspection by department staff, the 3rd party would inspect the work during its execution to ensure execution of work as per specifications / agreement and also quality control i.e. drawl of samples, testing and other items etc. the report of the same would be submitted to Engineer-in-Charge by the 3rd party . The agency / contractor shall be bound by the report of 3rd party inspection and shall take remedial measures of execution of work as per specifications in agreement. The inspection and sample charges will be borne by department.

Appointment of Arbitrator :-

- (i) In so far as the Engineering departments are concerned, the Engineer-in-Chief, Chief Engineer will make the appointment of arbitrator at their own level in the cases where the cost of the work including interest does not exceed Rs.5.00 lacs in each individual cases, the case involving more than Rs.5.00 lacs shall be submitted to the Administrative Department for final approved for such cases (involving more than Rs.5.00 lacs) The department shall, prepare panel of Arbitrator and submit to the Administrative Department for final approval.
- (ii) In other Govt. department, the appointment of arbitrators will be appointment by the Heads of Departments concerned and submit to administrative department for final approval. While doing so the point regarding appointment of an IAS officer as an arbitrator shall be kept in view.
- (iii) In order to avoid unjustified benefit to the contractor / Agency two or three Arbitrator may be appointed for cases involving financial implication of more than Rs.5.00 lacs. The possibility of appointment of arbitrator other than the office of Department concerned should not be ignored. Especially in case of world bank project works the appointment of out sided arbitrator in respect of the world bank project cases. Keeping in view the merit and circumstances of the case may also be kept in view.
- (iv) While issuing the appointment orders of the arbitrator, it will be clearly specified that the Arbitrator will give a speaking award along with item wise detail of claim and amount of awarded expenditure and reasons thereof.

2. Agreement :-

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

FAIR WAGES CLAUSES

- (a) The contractor shall pay not less than fair wage to labour engaged by him on the work. Explanation: Fair Wage means wage whether for time or piece work notified at the time or inviting tenders of the work and where such wages have not been so notified, the wages prescribed by the Public Works Department, Building and Roads Branch, Haryana for the district in which the work is done.
- (b) The contractor shall notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labourers, indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.

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

Contractor's Labour Regulation

1. Short title

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

2. Definition

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

- (1) Labour means workers employed by a Public Works Department contractors directly or indirectly a sub-contractor or other persons or by an agent on his behalf.
- (2) Fair wages means. whether for item or piece work. notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Public Works Department for the district in which the works done.
- (3) Contractor shall include every person whether a sub-contractor or headman or agent employing labour on the work, taken on contract.
- (4) "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.

3. Display of notice regarded wages etc.

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

4. Payment of Wages

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

5. Fixation of Wage Periods

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

Notes: - The terms working day means a day, on which the work on which the labour is employed is in progress.

6. Wages Book and Wages Slip etc.

- (i) The contractor shall maintain a wage book of each worker in such a form as may be convenient but the same shall include the following particulars:
 - (a) Rate of daily or monthly wages.
 - (b) Nature of work for which employed.
 - (c) Total number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made from the wage.
 - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work. The wage slip shall contain all the particulars given in the wage book.
- (iii) The Executive Engineer, may grant exemption from the maintenance of Wage Book and Wage Slips to a contractor who in his opinion, may not directly or indirectly employ more than 50 persons on the work.

7. Fine and deductions which may be made from wages

- 1. The wages of workers shall be paid to him without any deduction of any kind except the following:
 - (a) Fines
 - (b) Deductions for absence from duty viz., from the place or places where by the terms of his employment is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or loss of goods, expressly, entrusted to the employed person for custody, or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the Government may from time to time allow.
- 2. No fine shall be imposed on a worker and no deduction for damage or loss be made until the worker has been given an opportunity of showing cause against such fines or deductions.
- 3. The total amount of fine which may be imposed in anyone wage period on a worker shall not exceed an amount equal to half an anna in a rupee of the wage payable to him in respect of that wage period.
- 4. No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 60 days from the date in which it was imposed.

8. Register of Fine etc.

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

9. Preservation of Registers

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

10. Power of Labour Welfare Officer to make Investigation Enquiry

The Labour Welfare Officer or any person authorised by the Government on their behalf shall have to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clause and provisions of these Regulations. He shall be investigating into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

11. Report of Labour Welfare Officer

The Labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission and commission of the labourer with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officer

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

13 Representation of Parties

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

14. . Inspection of Books

The contractor shall allow inspection of Wage Book, the Wage Slips and Register of Fines and deduction to any of his workers or his agent at a convenient time and place after notice

IS received or to the Labour Welfare Officer or any other person authorised by the Government on his behalf.

15. Submission of returns

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

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

16. Licencing of Contractor

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

17. Amendments

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

A. Appointment of Arbitrator

- (i) In so far as the Engg. Deptts. are concerned, the Engineering in-Chief Engineer will make the appointment of Arbitrator at their own level, in the cases, where the cost of the work including interest does not exceed Rs. 5.00 Lacs in each individual cases. The case involving more than Rs. 5.00 Lacs shall be submitted to the Administrative Deptt. For final approval for such cases (involving more than Rs. 5.00 Lacs ,) the department shall, prepare of Arbitrators and submit to the Administrative Department for final approval.
- (ii) In other Govt. department , the appointment of Arbitrators will be appointed by the Heads of Departments concerned and submit to administrative department for final approval. While doing so, the point regarding appointment of an IAS officer as an Arbitrator shall be kept in view.
- (iii) In order to avoid unjustified benefit to the contractor /Agency two or three Arbitrators may be appointment for cases involving financial implication of more than Rs. 5.0 Lacs . The possibility of appointment of Arbitrator other than the office of Deptt. Concerned should not be ignored, especially in case of world Bank Project Work. The appointment of out-sided arbitrator in respect of the World Bank Project cases , keeping in view the merit and circumstances of the case may also be kept in view.
- (iv) While issuing the appointment orders of the Arbitrator , it will be clearly specified that the Arbitrator will give a speaking award along with item wise detail of claim and amount of awarded expenditure and reasons thereof.

B Agreement

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

C Proper Defense of the Arbitration cases

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

D Delay in Arbitration Cases

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

E. Payment of amount awarded in arbitration cases

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

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

NOTES FOR SCHEDULE NO. 1

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