

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

No.

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

Dated:

Name of work : Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road at Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.

App. Cost Rs. 32.50 lacs

Sr. No.	Name of work	Estimated Cost Rs. In lacs	Earnest Money	Tender Document fee	During date & time	
					Downloadin g of tender document & payment of tender document fees	Online bid preparation and has submission
1.	Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road and construction of C.C. road from Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.	32.50	Rs.65000/-	Rs.2500/-	From date 10.02.2012 & time 18:01 hrs. to date 29.02.2012 & time 11:00 hrs.	From date 10.02.2012 & time 18:01 hrs. to date 29.02.2012 & time 11:00 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, Sector-2, Panchkula. Contact persons: Sh. Manmit – 09815034028 / Sh. Kanwarjeet – 09592259876.

- 3 For any other queries, please contact Executive Engineer, PHE Division No.3, Bhiwani. Tel.(O) 01664-245200, Tel. Mob. No. 094670-12801 Address: Meham road, Bhiwani.

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,
Bhiwani

**HARYANA PUBLIC HEALTH ENGINEERING DEPARTMENT
PUBLIC HEALTH ENGINEERING DIVIN. NO3. BHIWANI.
NOTICE**

NOTICE INVITING TENDER

1. For and on behalf of the Governor of Haryana, tenders/bid online are hereby invited for the execution of the work given below for contractor / agencies who are having a valid certificate of enlistment with Haryana PHED.

Name of work: Economic Stimulus Package Sewerage Scheme Bhiwani Town.
“Construction of B/Wall on STP Dadri Road at Bhiwani-Dadri
Road Bhiwani Town & all other works contingent thereto.

App. Cost Rs. 32.50 lacs

2. i) The tender shall be required to be kept open for acceptance for a period of at least 3 calendar months from the prescribed date of opening of the tenders/price bid. Any tender not complying with the above conditions shall be rejected outright and the 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.

iv) Any infringement of above is likely to result in loss of earnest money.

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

4. 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 contact. The security deposit shall be Rs. 5% of the estimated cost of work minus the earnest money already deposited. The demand notice for the 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.

PARTICULAR OF THE OFFICER
INVITING THE TENDERS

Executive Engineer,
Haryana Public Health Engg. Deptt.
Public Health Engineering Divn. No.3,
Bhiwani.

Hereinafter referred to as
“Executive Engineer”

**Haryana Public Health Engineering Department Panchkula
Public Health Engineering Division No.3, Bhiwani
Notice Inviting Tender**

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

Name of work : Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road at Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.

App. Cost Rs. 32.50 lacs

Sr. No.	Name 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 has submission
1.	Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road and construction of C.C. road from Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.	32.50	Rs.65000/-	Rs.2500/-	From date 10.02.2012 & time 18:01 hrs. to date 29.02.2012 & time 11:00 hrs.	From date 10.02.2012 & time 18:01 hrs. to date 29.02.2012 & time 11:00 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".

2. Key Dates

Sr. No.	PHED Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	09.02.2012 12:00 Hrs.	10.02.2012 18:00 Hrs.
2	-	Download of Tender Document & payment of Tender document fees	10.02.2012 18:01 Hrs.	29.02.2012 11:00 Hrs.
3	-	Online Bid Preparation & Hash Submission & earnest money deposited	10.02.2012 18:01 Hrs.	29.02.2012 11:00 Hrs.

4	Technical & financial Lock	-	29.02.2012 11:01 Hrs.	01.03.2012 16:00 Hrs.
5	-	Re-encryption of Online Bids	01.03.2012 16:01 Hrs.	06.03.2012 10:00 Hrs.
6	Open EMD & PQ bid	-	06.03.2012 10:01 Hrs.	06.03.2012 18:00 Hrs.
7	Eligibility criteria Evaluation	-	06.03.2012 18:01 Hrs.	07.03.2012 11:00 Hrs.
8	Open Financial / Price-Bid		07.03.2012 11:01 Hrs.	09.03.2012 17:00 Hrs.

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 submitted either in a separate sealed EMD envelope in form of Bank Draft in favour of the Executive Engineer, PHE Division No. 3 or through RTGS real time gross statement NEFT (Notational Electronic fund transfer) in the name of **Executive Engineer, Public Health Engineering Division No.3 Bhiwani bank account No. 910020034944570 in Bank name Axis Bank & Bank IFSC CODE UTIB0000402**. If the transaction is through RTGS / Net Banking mode, following particulars are to be given online at the e-tendering website 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 of time of transaction

Mode of payment is through RTGS, Demand Draft, Net banking , Credit card etc.

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. In case of payment of EMD, the mode of payment other than RTGS / Netbanking / Credit card the EMD envelop has to reach in the office of Executive Engineer, PHE Division No. 3 Bhiwani will not be accepted. However, as 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 three separate envelopes online:

1. Earnest Money and all the documents in support of eligibility criteria - Envelope ‘ED’
2. N.I.T. and Technical Bid - Envelope ‘T I’
3. Price Bid - Envelope ‘C I’

Note: Online Bidders shall submit the EMD through RTGS/Net Banking/ Credit card. Documents in support of eligibility criteria shall also be submitted in Envelope ‘ED’. Any other document related to Technical Bid which cannot be submitted online shall also be submitted physically in Envelop – ‘TI’. 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. Also, in case of Technical Bids, the list of documents being submitted physically may also be uploaded online.

The envelopes ‘ED’ & ‘TI’ shall be kept in a big outer envelop, which shall also be sealed. In the first instance, the Envelop – ‘ED’ of all the Bidders containing the 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 ‘TI’

containing Technical Bid shall be opened in the presence of such bidders who either themselves or through their representatives choose to be present. The Technical and 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 Envelop

Physical EMD Envelop – Photocopy in support of eligibility, criteria and photo copy of document of transaction 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:-

NIT, if required, can be seen on any working day during office hours in office of the undersigned.

Conditional tenders will not be entertained & are liable to be rejected.

The undersigned reserves the right to reject any tender or all the tenders without assigning any reason.

The societies shall upload & produce a copy of the resolution of the Co-Operative department for e-tendering.

The tender without earnest money will not be opened.

The jurisdiction of court will be at _____.

The tender of the bidder who does not satisfy the eligibility criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of “Online Bid preparation and Hash submission”. If any bidder withdraws his bid before the said period, any modifications in the terms and conditions of the bid, the said earnest money

shall stand forfeited. Bids would require to be valid for 3 months from the date of closing of online "Bid preparation and Hash submission stage".

For and On Behalf of
Governor of Haryana

Executive Engineer
PHE Division No.3
Bhiwani

Endorsement No. _____

Dated : _____

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

- (1) Deputy Commissioner, Bhiwani
- (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
Bhiwani

ANNEXURE-A

CONDITIONS OF E-TENDERING

Instructions to Contractors on Electronic Tendering

- **These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**
- 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.
- **Obtaining a Digital Certificate:**
- 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.
- 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.
- 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 :-
 - TATA Consultancy Services Ltd.
11th Floor, Air India Building, Nariman Point,
Mumbai-400021 website – www.tcs-ca.tcs.co.in
 - Sify Communications Ltd.
III Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-
600113. Website – www.safescrypt.com

- MTNL Trustline CA
O/o DGM (IT-CA), 5515, 5th Floor, Core-V Mahanagar
Doorsanchal Sadan, CGO Complex, MTNL,
Delhi-110003. Website – www.mtnltrustline.com
 - iTrust CA (IDRBT)
Castle Hills, Road No.1, Masab Tank, Hyderabad,
Andhra Pradesh -500057. Website – idrbtca.org.in
 - (n)Code solutions
301, GNFC Tower, Bodak Dev, Ahmedabad-380054,
Gujarat. Website – www.ncodesolutions.com
 - 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
Kanwarjeet- 09592259876

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

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

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

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

4. Set up of machine

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

5. Online Viewing of Notice Inviting Tenders:

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

6. Opening of an Electronic Payment Account:

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

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

7. Submission of Earnest Money Deposit:

7.1 Contractors have to deposit EMD into the account of the concerned Executive Engineer through RTGS/NEFT. Earnest Money in parts either through different banks or on different dates will not be accepted. EMD should be deposited through RTGS / NEFT as consolidated amount in single transaction so that there is no difficulty in accounting and also that there is no ambiguity for relating a transaction to a particular tender.

7.2 Refund of Earnest Money Deposit to the unsuccessful bidders will be made through cheque issued in the name of contractor / agency.

7.3 Payment of EMD may be made upto specified time of "Online bid preparation, 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:-

- Click on “Main” after login into the portal.
- Select “Tender Search” and click on “Go”
- Next screen will appear on the screen and click on “Search” button to view the list of various tenders.
- Select the tender whose status is to be viewed by clicking on the tender no.
- 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:

- 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.

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

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

STANDARD FORM OF AGREEMENT

Name of Contractor: - _____

NAME OF WORK: Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road and construction of C.C. road from Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.

Estimated Cost: Rs. 32.50 lacs

HARYANA PUBLIC WORKS DEPARTMENT

PUBLIC HEALTH ENGINEERING DIVISION No.3, Bhiwani

FORM: F-1

LUMPSUM RATE/PERCENT TENDER AND CONTRACT FOR WORKS

General Rules and Directions for the Guidance of Contractor: -

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

Rule No. 1

[General]

Brief information about the works proposed for execution by contract have been notified in a shape of "Notice" pasted on the Notice Board hung up in the office, duly signed by Executive Engineer. Further the detailed document called "NOTICE INVITING TENDERS" can be seen in the office of the Executive Engineer on any working day. This form states the work to be carried out, as well as the date & time for submitting and opening of tenders and the time allowed for carrying out the work, the earnest money required to accompany the tenders, also the amount of security to be deposited by the contractor whose tender is accepted, the conditions of contract on which contract agreement would be concluded, copies of the technical specification, designs & drawings, contract schedule of rates, and also a schedule of "Ceilling Premia" by which the rates of so as to be called the "Ceilling Premia". Further, any other documents required in connection with the works duly signed by the Executive Engineer for purpose of identification shall also be opened 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 shall sign an affidavit to the effect that he has no connection or relation with the firm/Contractor blacklisted Haryana Government /Govt. of India from time to time. The form of affidavit can be seen in the office of the Executive Engineer.

Rule No. 3

(Conditional Tenders)

The tender shall not be burdened or loaded with 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 bidder to do the work at the lump sump cost quoted by him without the conditions.

If the Contractor, who has submitted the tender refuses to accept the said counter offer to do the work at the Lump Sump cost quoted by him without the conditions within one week of the said offer having been made by the accepting authority, the earnest

money which accompanied the tender shall stand forfeited and the Contractor shall have no claim to the same, whatsoever.

Rule No. 4

[Contractor's Signatures]

The tender shall be signed the person or persons authorized to do so in a manner by the authority granting the certificate of enlistments. 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 may be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding power of attorney authorizing 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 tender.

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

All corrections shall be made in a manner so that the original is legible. There shall be no overwriting. The signatures of the authorized person as described above shall authenticate the corrections.

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

Single rate Rule No. 5(a) For Schedule Items: Any person who submit a tender shall fill up the usual printed form stating the percentage above or below the "Ceiling rates" as defined in Rules 1 at which he is willing to undertake the work. Only one single rate of percentage above or below on all schedule item of the contract schedule & for all purpose shall be mentioned in the space provided in the tender form. For the purpose of this single rate, explanatory memo, below may be seen which 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 tender the 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 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.

For non Schedule items: - a person submitting a tender shall fill up the rates against each item show on page 14. No premium over the rates quoted by him will be admissible over these N.S. items.

EXPLANATORY MEMO

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

For the purpose the basic rate for a particular item specified in the contractor schedule of Rates shall be increased by the sanctioned Ceiling Premium as per the “schedule of Ceiling Premia’ which is attached and is part of this form. The total amount shall then be subjected to the discount or Premium quoted by the contractor.+

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

Quantity	Item	Unit	Rate	Amount
Rs.				
300cum	4	cu.m	Rs.120.00	Rs. 36000
	Add ceiling Premium	50%		Rs. 18000
GROSS TOTAL				Rs. 54000
Less contractor rebate 3 %(-)				Rs. 1620
NET PAYABLE				Rs. 52380

If the rate quoted by the contractor was 5% above the amount payable would be as under:-

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

Rule No. 6(a) The Superintending Engineer or any other officer duly authorized by him will open tenders. Any Contractors (who may have submitted tenders) or their authorized agents may be allowed to be present at the time of opening of tenders.

(b) The Executive Engineer P.H.E Divn. No.3 Bhiwani then announces the rate quoted by all other contractors whose tender do not suffer from any infirmities. In case where the tenders have any or many short-comings, the rates may not be announced and such tender may be put up in cover and sealed. This fact shall be announced. The tender so sealed shall be dealt with according to rule and regulation on the subject/situation.

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

In the event of a tender being accepted, an acknowledgement of the Deposit at Call receipt forwarded therewith shall thereupon be given to the Contractor who shall thereupon for the purpose of identification, sign copies of 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.

Rule No. 7

The memorandum of work tendered for and the memorandum of materials, if any, to be supplied by the Haryana Public Health Engineering Division No.3 Bhiwani and their issue rates shall be filled in and complete 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 this done before he completes and delivers his tender.

Rule No. 8

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.

EXECUTIVE ENGINEER

MEMORANDUM

Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road at Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.

App. Cost Rs. 32.50 lacs

- (a) General Description
- (b) Estimated Cost Rs:-32.50 lacs
- (c) Earnest Cost Rs:- 65000/-
- (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 commencement 6 months

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

The sum of Rs 87900/- deposited vide deposit at call in the name of Executive Engineer PHE Division No.3, Bhiwani dated..... as earnest money, the full value of which is to be absolutely forfeited to the Haryana Public Health Engineering Division No.3 or its successor in office without prejudice to any other rights or remedies of the said Haryana Public Health Engineering Division No.3 or its successor in office. Should I/We fail to commence the work specified in the above memorandum the said sum of Rs. _____ lacs shall be retained by the Haryana Public Health Engineering Department on account of the security deposit specified in the Clause I of the said conditions of contract. Should I/We withdraw or modify the tender within three calendar months from the date of opening of tender, my/our earnest money will stand forfeited to Haryana Public Health Engineering Department and in both the cases any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from the proceeds of sale of his property or a sufficient part thereof.

The above tender is hereby accepted by me for and on behalf of the Governor of Haryana.

Dated the

Day of

200

**Executive Engineer
P.H.Engg. Divn. No.3,
Bhiwani**

CONDITIONS OF CONTRACT

- Security deposit **Clause – 1**
- This will be the same percentage as that in the tender
- The person/persons whose tender may be accepted (hereinafter called the Contractor) shall permit the Executive Engineer, Haryana Public Health Engineering Division No.3, Hisar hereinafter called the Engineer-in-charge at the time of making any payment to his for work don under the Contract to deduct such sum as 5% of all money so payable in addition five percent of the estimated cost of work already deposited as security before commencement of the work including earnest money. Such deductions to be held by Govt. by way of security deposits.
- Compensation of delay **Clause – 2**
- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor, and shall be reckoned from the date on which the order to commence work is given to the Contractor. 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 Engineer-in-Charge may levy on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of 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 Engineer-in-charge, may levy on the said estimated cost of the whole work for every day that due quantity of work remains incomplete provided always that the amount of

compensation to be paid under the provisions of this Clause, shall not exceed ten percent of the estimated cost of the work as shown in the tender. The Superintending Engineer on representation in writing from the Contractor may reduce the amount of compensation and his decision in writing shall be final.

Clause – 3

In any case in which under any Clause or Clauses of this Contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Government shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government.

- Action when whole security deposit is forfeited
- (a) To rescind the Contract (of which rescission notice in written to the Contractor under the hand of the Engineer-in-Charge 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 his (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 sufficient part thereof.
 - b) To employ labor paid by the Public Works Department & to supply material to carry out the work or any part of the work debiting the contractor with the cost of the labor & the price of the materials (of the amount of which cost & price a certificate of the Executive Engineer shall be final & conclusive, against the contractor) & 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 Executive Engineer as to the value of the work done shall be final.
 - c) To measure up the work of the contractor, & to take such part there of as shall be unexecuted out of his hands & to give to another contractor to complete, in which case & expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work had been executed by him (of the amount of which excess the certificate in writing of the Executive Engineer shall be

final & conclusive) shall be borne & paid by the original contractor & may be deducted from any money due to him by Government under the contract or otherwise or from the proceeds of sale of his property or a sufficient part thereof.

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

Contractor remains liable to pay, compensation if action not taken under clause -3

Clause – 4: -

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

Power to take possession of or require removal of or sell contractor's plant,

Clause – 5: -

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground of his having unavoidable hindered in its execution or any other ground , he shall apply in writing to the Superintending Engineer, Public Health Engineering Circle, Hisar through the Executive Engineer, Public Health Engineering Division No.3, Hisar within 30 days of the date of hindrance on account of which he desires such extension as aforesaid but before the expiry of contract period & the Executive Engineer / Superintending Engineer shall in his opinion (which shall be final) reasonable ground be shown therefore authorize such extension of time if any as may, in his opinion be necessary or proper.

Extension of time

Contractor to submit returns every months for any work claimed as extra District rates **Clause 5 (a)** – The Contractor shall deliver in the office of the Executive Engineer, on or before the 10th day of every month during continuance of the work covered by this contract, a return showing details of any work claimed or as a return showing details of any work claimed as extra & as such return shall contain the value of such work as claimed by the Contract, which value shall be based upon the rates and prices mentioned in the Contract or in the schedule of rates in force in the district for the time being. The Contractor shall include in such

mean the
Haryana Public
Health
Engineering
Division No.3
rates for that
District

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, or 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 will have no right to enforce any such claims not so included whatsoever be the circumstances.

Final Certificate

Clause – 6 – Without prejudice to the rights of Government under any Clause hereinafter contained on completion of the works, 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 with the work to be executed, or of which he may have had possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the Contractor, if the Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials & rubbish and dispose off the same as he think and clean off such dirt aforesaid; and the Contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less any expenses by the Engineer-in-Charge in connection there with.

Payment on
intermediate certificate to be
regarded as
advances

Clause 7 - No payment shall be made for work estimated to cost less than 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 One thousand the Contractor shall be submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved & passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by ways of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsounded and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the Contract or any part thereof in any respect, or the accruing of any claim, nor shall it conclude or any of them as to the final settlement & adjustments of the account or otherwise or in any other way or vary or affects 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 herein before 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 & the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified & 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

Bill to be submitted
monthly

signature to the measurement list will be sufficient warrant & 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 printed forms to be had on application from the office of the Engineer-in-charge, & the charge in the bill shall always be entered at the rate specified in the tender or in the case of any extra works ordered in pursuance of those conditions, & not mentioned or provided for in the tender at the rates hereinafter provided for such works.

Bill to be on printed forms

Clause 10: - If the specification estimate of the work provide for the use of any special description of materials to be supplied from 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 prices 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 or effect to this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials & stores required from time to time to be used by him for the purpose of the contract only, & the value of the full quantity of materials & stores so supplied to the rates specified in, the said schedule or memorandum may be set off or deducted from any sums then due, or hereafter 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 of the sufficient portion thereof being in this case sold for the purpose. All material 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, & shall at all times be opened to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the Contract, shall be returned to the Engineer-in-charge's store if by a notice written under his hand he shall or require, but the contractor shall not be entitled to return any such materials unless with such consent 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.

Stores supplied by the Government.

Clause – 11: - The contractor shall execute the whole & every part of the work in the most substantial & workman like manner & both as regard materials and otherwise every respect in strict accordance with the Haryana PWD specifications or otherwise as may be specifically provided for, the contractor shall also confirm exactly, fully & faithfully to the designs, drawings, and instructions in writing relating to the works signed by the Engineer-in-charge & lodged in the office & to which the contractor shall be entitled to access, at such office or on the site of the work for the purpose of Inspection during office hours and the contractor shall, if he so requires be entitled at his own expense to make or cause to be made copies of the specifications & of all such designs, drawings and instructions as aforesaid.

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

Clause 11 (a): - The Engineer-in-charge shall have full powers at all times to objects to employment of any workman, foreman or other employee 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 to comply with the request forthwith.

Removal of employees, workmen and foremen.

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

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

Alterations in specifications & design do not invalidate contracts.

Clause – 12: - The Engineer-in-charge shall have power to make any alteration or omissions or additions to, or substitutions for the original specifications, drawings designs & instruction, that may appear to him to be necessary or advisable during the progress of the work & the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge & such

Extension of time in consequence of alterations.	alteration, omissions, additions or substitutions shall not invalidate the contract, & any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, & at the same rates as specified in the tender for the main work. The time for the completion of the works shall be extended in the proportion that the altered additional or substituted work bears to the original contract work, & the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional of substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of item of the district, subject to the same percentage above or below as for the items included in the contract, & if such class or work is not entered in the schedule of item of the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge if does not agree to his rate, he shall give notice in writing be at liberty to cancel his order to carry out such class of work, & arrange to carry to out in such manner as he may consider advisable, provide always that the contractor or shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, than & in such case he shall have been determined as lastly herein before mentioned, than & in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer, Public Health Engineering Circle Bhiwani shall be final.
Rates for works not in estimate or schedule of rates of the district.	
No compensation for alteration in restriction of work to be carried out.	Clause 13: - If at any time after the commencement of the work, 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 of the fact to the contractor who shall have no claim to any payment compensation, whatsoever on account of any profit or advantage, which he might have derived from 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 have any claim for compensation by reason of any alteration having been made in the original specification, drawings, design & instructions which shall invoice any curtailment of the work as originally contemplated.
Action & compensation payable in case of bad work.	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 material of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract, the contractor shall on demand, in writing from Engineer-in-charge specifying the work materials or articles complained of not withstanding that the same may have been inadvertently passed certified & paid for forthwith rectify, or remove & 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 & provide other proper & suitable material or articles at his own proper charge & cost & in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation to the rate of one percent of the amount of the estimated cost of work covered by this contract for every day not exceeding 10 days, while his failure to do so shall continue & in case of any such failure the Engineer-in-charge may rectify or remove & re-execute the work remove & replace with other materials or articles complained of as the case may at the risk & expense in all respects of the contractor.
Clause 15: - All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection & supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present for that purpose order given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.	Work to be open to Inspection Contractor or responsible agent to be present.
Clause 16: - The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate –in-charge of the work before covering up or	Notice to be given before work is covered

otherwise placing beyond the reach of measurement any work in order that same may be measured & contract dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement & shall not cover or place beyond the reach 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 in behind the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause –17: - If the contractor or his work people or his servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grassland cultivated ground continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in three month after the certificate final or other of its completions shall have been given by 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 workman, & deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit or, of a sufficient portion thereof.

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

Clause-18: - The contractor shall supply at his own cost all material except such special materials if any may in accordance with the contract be supplied from the Engineer-in-charge's stores plants, tools appliances, implements, ladders, tackle, scaffolding & temporary works, requisite or proper execution of the work, whether original, altered or substituted & whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under those conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to & from the work. The contractor shall also supply without charging the requisite number of persons with the means & material necessary for the purpose of setting out works & counting, weighing & assisting in this measurement of examination at any time & form time of the work or material, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor & the expense may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceed of sale thereof, or of a sufficient portion thereof the contractor shall also provide all necessary fencing & lights required to protect, the public from accident & shall be bound to bear the expenses of defense or every suit, action or other proceedings at law that may be brought by any person for injury sustained due to neglect of the above precautions, & to pay any damages & cost 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.

Contractor to supply ladders, plant, scaffolding etc.

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

Clause-18 A: - The final bill of the contractor shall not be paid unless or until he furnishes to the satisfaction of the Engineer – in – Charge a proof of the proof of the earth used for the works having been fully paid to the owner 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 & action taken by any person in respect of the price of earth removed by the contractor from his land for the work against all losses, damages, cost & expenses which the government may suffer or incur as a result of such claims.

Labor

Clause 19 A: - No laborer below the age of 18 years shall be employed on the work.

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

Work on Sunday

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

Contractor liable for

Clause 20 A: - In every case in which by virtue of the provisions of Section 12, sub section

payment of (1) of the workman's compensation Act, 1923 The Government is obliged to pay compensation to workman employed by the contractor, in execution of works The injured workmen or Government will recover from the contractor the amount of the compensation so paid & in case of death to his without prejudice to the right of the government under Section 12, sub section (2), of the relations. said Act, the 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 The government to the contractor whether under this contract or otherwise. The Government shall not be bound to contest any claim made against it under section 12 sub section (1) of the said act except on the written request of the contractor & upon his giving request to Government full security for all costs for which Government might become liable in consequence of contesting such claims.

Works not to be sublet. Contract may be rescind & security deposit forfeited for subletting bribing or if contractor becomes insolvent. **Clause 21:** - The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall reassign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any compensation with his creditors or attempts so to do or if any bribe gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to his office for employment or if any such officer or person shall becomes in any way directly or indirectly in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract & the security deposit of contractor shall thereupon stand forfeited & be absolutely at the disposal of Government & the same consequences shall ensure as if the contract has been rescinded under clause 3 hereof & in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss. **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 & whether or not any damage shall have been sustained.

Deductions of amounts due to The Government on any account whatsoever to be permissible from sums payable to a contractor **Clause 22-A:** - Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever & any other sum found to be due to the Government by the contractor in respect of his contract or any other contract or work order of any to account may be deducted from any sum whatsoever, payable by the Government the contractor either in respect of this contract or any other work order or by any other account by any other department of the Government.

Changes in constitution of firm **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.

Work to be under direction of Superintending Engineer. **Clause 24:** - All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point and in what manner they are to be commenced & from time to time carried on.

Claims for payment of an extra ordinary nature to be referred to Government for decisions. **Clause 25:** - No claim for payment of an extraordinary nature, such as claim 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 standstill through no fault of the Contractor, shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Government under the signatures of one of its secretaries.

ARBITRATION CLAUSE

Clause 25 A: -

1. If any question difference or objection whatsoever shall arise in any way 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 in (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 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 referred to arbitration as hereinafter provided.
2. All disputes of 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 Engineer in Chief of Haryana Public Health Engineering Branch 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 his views 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 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 Public Health Engineering Branch shall act as

arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25000.00 (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 / omitted work / defective work referred by the contractor for the decision of the Superintending Engineer In charge of the work if it is being heard or has already been decided by the said Superintending Engineer.
 - (c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Government of Haryana and has been so decided finally by the Haryana Government.
6. The independent claim of the party other than the one getting the arbitrator appointed, as also the arbitrator notwithstanding will entertain counter-claims of any party that the arbitrator has 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 full satisfaction of the Executive Engineer In charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award.

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

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 the arbitrator in his sole discretion may fix places as. 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 six months: -

Of the date of completion of the work as certified by the Executive Engineer In charge, or

Of the date of abandonment of the work, or
Of its non-commencement within six months from the date of abandonment, or written orders to commence the work as applicable, or
Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/or its recession, or
Of receiving 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 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

(I) 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.

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

Fluctuation Railway Freight

Clause 26(a): -

Any fluctuations in Railways freight, which may occur during the subsistence of and affecting freights of any materials to be supplied under this contract shall be brought to the notice of the "Engineer-in-charge" by the contractor within Fifteen (15) days, from as such without prejudice to the right of The Government should the contractor failed to comply with the above requirements any excess or short charge on account of such increase or decrease 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., fluctuations of railway freight on coal required for burning bricks will not be taken into consideration, or for an article which form part of a finished work, for purposes of this clause or similarly no alteration in rates will be allowed when manufactured articles are transported by rail from place A to place B to form part of finished work.

Clause 27: -

The contractor shall be responsible for making his own arrangements for securing priorities & licenses for material & transportation require for the works & Engineer – in – charge shall not be held responsible in any way for making such arrangements for any of them.

Action where no specification

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 PWD specifications and in the event of there being no PWD specifications, then in such cases the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Definition of work

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 constructed 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 material whether purchased from Government or direct) of (1) the item of works to which the rate in the tender apply and also (2) the item of work to which rates exits in the schedule of rates of the District.

Clause – 31: -

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

ADDITIONAL CLAUSE

Clause 32

The contractor states that he is not related to any of the officers employed by the Haryana Public Health Engineering Department.

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 department at the cost of the contractor will fill in the pit so dug will be filled in by the Department at the cost of the contractor.

Clause 34

Fair wages clause attached.

Clause 35

The contractor shall have to pay sales tax to Excise and Taxation Department in accordance with the rules in force time to time.

Clause 36

All payment for work done under this contract shall be made by cheque to the contractor. The work covered by this contract as shown on the plans, which have been signed by the contractor, is 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

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

Clause 39

. The rates given are for the finished work inclusive of octroi, sales tax & excise duty etc. if any.

Clause 40

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

Clause 41

The contractor shall provide at his own cost separate latrine, bathing, enclosure and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-Charge. He should also arrange at his own

expense for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure The Government shall provide the same at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-Charge whose decision will be binding.

Clause 42

Any material left at the site of work after one month from the completion of the work shall become a property of the Govt. and no payment shall be made for it.

Clause 43

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

Clause 44

The Department reserves 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 contractor without liability or compensation.

Clause 45

The Department reserves 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 contractor without liability or compensation.

Clause 46

It is not obligatory on the contractor to employ labour through employment exchange but he may avail 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

No compensation whatever will be payable on account of any delay or default in the supply of material mentioned in the "list of material to be issued to the contractor" by the Department and consequent delay in the execution of work

Clause 49

. The contractor will inform the CMO about the employment of labourer on the work for carrying out Malaria Surveillance.

Clause 50

No premium shall be payable on non schedule item, whether depicted in enclosed schedule of rates or not contractor shall quote his separate rates as depicted on Pate No. 17&18 of the tender form.

Clause 51

Sales tax / Income Tax will be deducted from gross payment as per Government instructions.

Clause 52

Labour Cess Charges @ 1% will be deducted from each bill .

FAIR WAGES CLAUSES

a. The contractor shall pay not less than the fair wage to labour engaged by him on the work.

Explanation: - Fair wage means wage whether for time or piece of work notified at the time of inviting tenders of the work and where such wages have not been so notified, the wages prescribed by the Public Health Engineering Branch 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 or indirectly employed on the works for the performances of the contractor's part of this agreement the contractor shall comply with or cause to be complied with Haryana Public works Department Contractor's Labour's Regulation made by The Government from time to time in regard to payment of wages, period deductions unauthorizedly made maintenance of wage work, wage slip publication of wages and other terms of employment, inspection and submission of periodical returns and all other matter of a like nature.
- d.** The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract for non observance of the regulations referred to in Clause c above.
- e.** Vis-à-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 contractor to their worker, which should be returned to the contractor concerned at the time of receiving payment of their wages.
- h.** Before making payment to the contractors the authorities concerned should obtain certificate from the contractors that he has made payment to all the workers connected with the execution of the work of which the payment is being made.
- i.** Contractors employing 50 or more workers on the site of a particular work should provide facilities of housing, latrines, water and light to their workers at their own expense.
- j.** The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour, during winter after continuous work of 4 hours at the latest. The spread over should in no case exceed 10 hours. Workers working beyond these hours should be paid over time wages at the double ordinary rate to their wages calculated by the hour.

**HARYANA PUBLIC WORKS DEPARTMENT
CONTRACTOR'S LABOUR REGULATIONS**

1. SHORT TITLE

These regulations may be called Haryana (I) Public Works Department contractor labor regulations.

2. DEFINITIONS

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:

- i) "Labour" means worker employed by a Public Works Department Contractors directly, or indirectly a sub contractor or other persons or by an agent on his behalf.
- ii) "Fair Wages" means wages whether for time or piece work notified at the time of inviting tenders for the work & where such wages have not been so notified the wages prescribed by the Public Works Department for the district in which the work is done.
- iii) "Contractor" shall include every person whether a sub-contractor or Headman or Agent, employing labour on the work taken on contract.
- iv) "Wages" shall have the same meaning as defined in the payment of wages Act & include time and piece rate wages.

3. DISPLAY OF NOTICE REGARDING WAGES, ETC.

The Contractor shall before he commences his work on Contract, display and correctly maintained and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in local Indian language spoken by the majority of the workers, giving the rate of wages which have been certified by the Executive Engineer, Superintending Engineer, Chief Engineer or regional Labour Commissioner as fair wages & the hours of work for which such wage are earned a copy of sub notice to the District Labour Welfare Officer.

4. PAYMENT OF WAGES

- i) Wages due to every worker shall 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 wages period shall exceed one month.
- iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- iv) When the employment to any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- v) All payments of wages shall be made on a working day except that the work is completed before the expiry of the wage period in which case final payment shall be paid within 48 hours of the last working day.

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

6. WAGE BOOK AND WAGE SLIPS ETC:

- i) The contractor shall maintain a Wage Book of each worker in such forms as may be convenient, but the same shall include the following particulars:
 - a) Rate of daily or monthly wages.
 - b) Nature of work on which employed.
 - c) Total number of days worked during each wage period.
 - d) Total amount payable for the work during each wage period.
 - e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made 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 slip to the contractor who in his opinion, may not directly or indirectly employ more than 50 persons on the work

7 FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- a) The wages of a worker shall be paid to him without any deductions of any kind except the following: -

- a) Fines
- b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work.

The amount of deduction shall be in proportion to the period for which he was absent.

- c) Deduction 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 deduction, which the Government may from time to time allow.
- (i) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- ii) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to an half anna in a rupee of the wage payable to him in respect of that wages period.
- iii) No fine imposed on a worker shall be recovered from him by installment of after expiry of 60 days from the date on which it was imposed.

7. REGISTER OF FINES ETC.

- i) The Contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reason for which fine was imposed or deductions for damage or loss, was made.
- ii) The contractor shall maintain both in English and the local language a list approved by Chief labour Commissioner clearly stating the acts and commissions for which penalty or fine can be imposed and workman and display it in good condition at a conspicuous place on the work.

8. PRESERVATION OF REGISTER

The wage book, the slips & the register of fine deduction, required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

10. POWERS OF LABOUR WELFARE OFFICERS TO MAKE INVESTIGATION ENQUIRY

The Labour Welfare Officer or any other person authorized by the Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the share wage clauses and the provisions

of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

11. REPORT OF LABOUR WELFARE OFFICER

The labour welfare officer or any other persons authorized as aforesaid shall submit report of result or his investigation or enquiry to the Engineer-in-charge concerned indicating the extent, if any, to which the default has been committed, and the amount of fine recoverable in respect of acts of commission if the labourers with a note that necessary deduction from the contractor's bill be made and the wages and the other dues be paid to the labourers concerned.

12. APPEALS AGAINST THE DECISION OF LABOUR WELFARE OFFICER

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

13. REPRESENTATION OF THE PARTIES: -

- (1) A workmen shall be entitled to be represented in any investigations, or enquiry under these regulations by: -
 - (a) An officer of the 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) if affiliated.
 - (c) Where worker is not a member of any registered union & officer of registered trade union connected with or any other workmen employed in the industry in which the worker is employed.
- (2) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by
 - (a) An employer of an association of employees of which he is member.
 - (b) An officer of an association of employees to which the association referred to in clause (a) if affiliated.
 - (c) Where the employer is not a member of any association or employers 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 the wage Books and the wage slips & Register of Fines & deductions to any of his workers or to his agent at convenient time and places after notice is received or to the Labour Welfare Officer or any other persons, authorized by the Government on his behalf.

15. **SUBMISSION OF RETURN**

The contractor will be (Regulation & Abolition Act, 1970) & the contract labour (Regulation & Abolition Central Rules, 1971) enforced by Haryana labour & Employment Department memo no. 12(26 – 78 – 4- labour dated 10/06/79).

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

16. **LICENSING OF CONTRACTOR**

Every contract who employs or who employed any day of the preceding 12 calendar months 23 or more workmen is covered by the Act & is required to obtain a license. The contractor should obtain the necessary license as required under section 12 of contract labour (Regulation & Abolition Act, 1970) before commencing the work.

17. **AMENDMENTS**

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

Appointment of Arbitrator

(i) In so far as the Engg. Deptts. Are concerned, the Engineering-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 close not exceed Rs. 5.00 lacs in each individual cases. The case involving more than Rs. 5.00 lacs shall be submitted to the Administrative Deptt. For final approval for such cases

(involving more than Rs. 5.00 lacs), the department shall, prepare a panel of Arbitrators and submit to the Administrative Department of final approval.

- (ii)** 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. 5.00 lacs. The possibility of appointed of Arbitrator other than the office of Deptt. Concerned should not be ignored, especially in case of World Bank Project Works. The appointment of out-sided arbitrator in respect of the World Bank Project cases keeping in view the merit and circumstances of the case may also be kept in vies.

Executive Engineer

GENERAL CONDITIONS OF CONTRACT

1. Definition

The term "work" means the complete scope of work covered in this DNIT as per the specification mentioned hereinafter which is being let out on contract. The term Superintending Engineer means the Superintending Engineer, P.H.E. Circle, Bhiwani and the terms "Engineering-in-Charge" means the Executive Engineer, P.H.E. Division no.3 Bhiwani of the Haryana P.H.E. Department 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 Engineering-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 Engineering-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 work will be responsibility of the contractor.
- (c) The contractor shall be fully responsible for making good the imperfection of any item of work executed under this agreement as per clause 17 of the contract agreement. The contractor shall repair necessary items of work during maintenance period.
- (d) All the works executed under this work will be tested by the contractor at his own cost. The water retaining structure shall be tested for water tightness and hydraulic efficiency. The contractor shall be responsible for making good imperfection in water tightness and hydraulic efficiency.

3 (a) Terms & conditions of payments:-

Payment will be made as per actual work executed at site at 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 1 of contract agreement, shall be released as per clause 7(a) of the tender document after a period of 3 months after payment of final Bill of whole work.

4. Possession of the Site:-

The Engineering-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.

5. Extention of time limit:-

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

6. Reinstatement/ Restoration

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

7. Contractor's responsibility for verification of site conditions

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

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

8. Local Taxes:-

All toll, octrol, 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 his to the site of work from outside and he shall not be entitled to reimbursement for any payments made on account of such octrol, or terminal tax charges. This applies to materials issued from stores of the Engineering-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 of 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 society his responsibility.

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

Any notice, order, required or instruction which the Engineering-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 is delivered personally to the contractor or any of his agent or sent by post to his office, and notice of such office and any change of contractor's address shall be intimated by the contractor to the Engineering-in- Charge in writing and got recorded in the agreement.

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

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

12. **Engineering-in-Charge with 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 authorized 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 procured, 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 Engineering-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 or materials during its execution to ensure execution of work as per specifications/agreement and also quality control i.e. drawal of samples, testing & other items etc. The report of the same would be submitted to Engineering-in-Charge by the third party. The agency/contractor shall be found by report of third party inspection and shall take remedial measures for execution of work as per specifications. In case samples fail, the testing charges will be recovered from contractor.

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

13. Interference with or damage to other works:-

The contractor shall not cause any interference with the work of any other contractor 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 of the site of work can be changed subsequently and no extra payment will be admissible to the contractor.

15. Inspection of material:-

Before supply of materials like RCC pipes and machinery, inspection will be carried out by the Engineering-in-Charge or the authorized representative at the factory premises. A proper inspection note will be issued Any material can be ordered to be inspected by Engineering-in-Charge at the premises of its production.

16. General:-

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

The contractor shall give all necessary perposal superintendence during the execution of the work and as long thereafter the Engineering-in-Charge may consider necessary.

17. Cement

The cement will be arranged by the Contractors/ Society/ Agency/ Firm at his own level. The cement shall be either ordinary Portland.43 grade of Puzzolana Portland Cement, duly ISI marked & confirming to ISI.8112 with latest amendments. The cement manufactured by Mini Cement Plant shall not be used or Puzzolana Portland Cement, duly ISI marked & confirming to ISI.8112 with latest amendments. The cement manufactured by Mini Cement Plant shall not be used.

The cement shall be purchased from authorized Distributor of Manufacturer or Authorized Dealer and the brand will be J.K. Gujral Ambuja. A.C.C., Shree, or Birla.

The cement arranged by the Contractor/Agency will be brought at site and shall be kept in the Store maintained at site. Provided with dual locking system i.e. one key of lock with representative of the Deptt. and 2nd key of lock with authorized representative of agency.

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

The Engineering-in-Charge or his authorized representative may, if need be, also send the cement or testing to any Govt. Lab/reputed Lab. The samples of the cement will be collect s per BIS specifications in the presence of the Contractor/Agency of his authorized representatives. In case the cement is found as per ISI specifications then the cost of testing will be borne by the Deptt. but in case the cement sample fails in meet the BIS requirements, then appropriate action as per Contract Agreement will be taken. The cost on the testing cement along with any loss caused to Govt. shall also be recovered from the Contractor/Agency and no claim in this respect will be entertained.

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

The cement consumption register showing date of cement brought at site by register shall be open to inspection for representative of the Engineer-in-Charge during their visit at site. The consumption and receipt of cement in the register shall be initiated jointly by the authorized representative of the Contractor/Agency and representative of Engineer-in-Charge. The said register will be issued by office of concerned Sub-

Divisional Engineer under his dated signature for each agreement separately. The register will also contain the columns for work executed against the cement issued.

18. Water

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

The contractor shall provide at his own expenses at all time arrangement for supply of water for all purpose to the full satisfaction of the Engineer-in-Charge and shall pay all charges of Govt. in case of the supply of water by Govt.

19. Cement concrete.

All mixes shall be as per IS 456-2000 and IS 3370-1965 (Part I to IV) as amended from time to time in the reinforced cement concrete for water retaining structures the grade of cement concrete shall be as per specifications.

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

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

The Engineering-in-Charge may require reasonable number of test to be made on the concrete during the progress of work. Not less than 3 standard specimens shall be made for each test. The specimen shall be cured under field conditions. The cost of testing shall be borne by the contractor.

If the specimen fails to comply with the requirement set out in IS 456-2000 above, Engineer-in-Charge will have right to order the demolition of such work as he may think to have been carried out in work concrete at the cost of contractor and no payment shall be made for the faulty construction. The method of making work cube test shall be accordingly to as given in IS 456, 4.1 read with IS 516-1959. The Engineering-in-Charge shall have the right to order the test of any material used in RCC work to determine their suitability for the purpose. The cost of all such test shall be borne by the contractor. All the faulty materials so found/determined shall be removed from the site of work by the contractor at his own cost with in period specified by the Engineering-in-Charge.

20. Mode of Construction.

The RCC shall be cast monolithic with supporting beams. Steel shuttering and forms must be substantial and unyielding built to correct dimensions and water tight to the entire

satisfaction of the Engineer-in-Charge so as to preserve the concrete from damage or distortion during setting and till removal of Shuttering of all visible faces must be of steel or plywood.

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

21. Safeguarding & Protection

All equipment, pipes, accessories, name plates, gauges etc. supplied by the contractors shall be safeguarded by him, completely erected, tested and commissioned. All openings shall be protected to prevent entry of foreign matter, by blinds/plugs. In case of loss or damage to any part thereof, the contractor shall bear the responsibility and loss.

22. General

The contractor shall provide all tools and gadgets for erection and alignment. The contractor for the purposes of erection shall employ, at his own const, suitable lifting shekels, 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.

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

23. Wherever a reference to any Indian standard appearing in this schedule, it shall be taken to mean the latest version of the standard till date of the receipt of tenders with latest amendment.

24. The S.E./Engineer-in-Charge shall have the option to change the location of any structures. The contractor shall have no claim whatsoever for such change.

AFFIDAVIT

I _____ S/O
 Sh. _____ Resident of

 _____ Section _____ Distt.
 _____ Contractor / Partner / shareholders (strike out

which is not applicable) (firm or contractor) do hereby solemnly declare as here under: -

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

Deponent

Witness

DATED:

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

Deponent

Witness

DATED:

Contractor

Witness

Executive Engineer

Name of Work:- Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road and construction of C.C. road from Bhiwani-Dadri Road Bhiwani Town & all other works contingent thereto.

App. Cost Rs. 32.50 lacs

Sub Head No. 1

Construction of Boundary Wall

Sr. No.	Description	Qty	Unit	Rate	Amount	Ceiling Pre.	Premium Amount	Total Amount
1/ 6.6	Earth work in excavation in foundation trenches etc., in all kind of soils not exceeding 2 mtrs. depth including dressing of bottom and sides of trenches stacking the excavated soils clear from the edge of excavation & subsequent filling around masonry, in 15 cm layer with compaction including disposal of all surplus soil, as directed with in a lead of 30 meters.	300 cum	100 cum	1108.10	3324.00	425%	14127.00	17451.00
2/ 10.39	Cement Concrete 1 : 4 : 8 with stone ballast 40mm nominal size in foundation and plinth	110 Cum	Cum	403.10	44341.00	450%	199534.00	243875.00
3/ 10.42	Cement concrete 1:1½:3 with stone aggregate 20mm nominal size in foundation & plinth.	30 cum	Cum	702.50	21075.00	450%	94837.00	115912.00
4/ 10.86+ 10.95	Cement concrete 1:1½ :3 with stone aggregate 20mm nominal size for reinforced concrete work for walls exceeding 20 cm thickness (straight and curved) beams, girders, stairs, columns, (square or rectangular) battens and lintels etc. excluding steel reinforcement but including centring and shuttering laid in position complete in all respects.	90 cum	Per Cum	1101.85 + 86.90 <u>1188.75</u>	106987.00	450%	481441.00	588428.00
5/ 18.22	Fe-500 EQR TMT steel bars for RCC works, where not included in the complete rate of RCC including bending, and placing in position complete	110 qtl	Per Qtls	917.05	100875.00	500%	504375.00	605250.00
6/ 11.2	First class brick work laid in cement sand mortar 1:6 in foundation and plinth.	540 cum	Per cum	393.45	212463.00	600%	1274778.00	1487241.00
7/ 15.6	12 mm thick cement plaster 1:5	1500 sqm	Per Sqm	11.60	17400.00	500%	87000.00	104400.00
8/ 15.62	Cement pointing 1:2 flush on brick & tile walls	1100 sqm	Per sqm	7.45	8195.00	500%	40975.00	49170.00
9/ 18.12	Wrought iron and mild steel(using angles, flats, square bars, tee and channels) ladders, grills, grating frames, window guards, iron doors openable or fixed stair case or parapet or any other type of railing, gates and	5 qtl	Per qtl	1040.35	5202.00	500%	26010.00	31212.00

tree guards etc., including cost of screws and welding rods or bolts and nuts complete fixed in position. (Gate)								
							Total	3242939.00

Say Rs. 32.50 lacs

**Executive Engineer,
P.H.E Division No. 3
Bhiwani**

Notes

1. The work will be carried-out strictly in accordance with the PWD book of specification Edition 1990, which will form a part and parcel of this contract agreement. In case of any clause of work for which there is no extra specification the relevant standard shall apply.
2. In this contract schedule of rates, only essential portion of description item has been written, but it will deem to cover the entire items as fully described in the Haryana PWD. Schedule of rates, 1988.
3. The Engineering-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 committed all together in the schedule or shown more or less than the work ordered to be carried-out.
4. The rates for any items work not provided in the Haryana PWD schedule of rates 1988 but executed at site will be decided by the competent authority and the decision will be binding upon the contractor.
5. All the items in this contract schedule of rates are subject to the foot notes and notes given in the Haryana PWD schedule of rates 1988 regarding these items.
6. Approximate quantities are given in the contract schedule of rates and may vary the time of execution of works. The payment will however be made for the actual work done by the contractor. No extra claim whatsoever will be admissible to the contractor on account of variation, alteration or deletion of any item over the quantities depicted in this contract schedule of rates.
7. All amendment issued in the Haryana PWD, schedule of rates 1988 upto date of opening of the tender will be applicable on this contract schedule of rate.
8. The contractor will have to make his own arrangement for all materials without DI pipe which will be supplied by the Department.
9. Any other item not included in this contractor schedule of rates and got done site of work will be paid according to Haryana PWD, Schedule @ rates subject premium/discount tendered.
10. No claim will be entertained from the contractor in case any omission, rate and unit might have occurred, in any of these items taken in this schedule comparing

this schedule of on account of typing or overwriting. In case error, the same shall be rectifiable at any stage as per Haryana PWD schedule rates 1998 alongwith the amendments on the same received from time to time.

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 the Engineer-in-charge and emptying the same if desired.
12. All statutory taxes such as royalty, Municipal tax, octroi charge, Forest tax and any other tax etc shall be borne by the contractor and are included in the taxes quoted by the contractor.
13. The 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 on higher side or otherwise. The negotiations will be carried out with 1st lowest contractor.
14. The Engineering-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 item etc. the report of the same would be submitted to Engineering-in-Charge by the 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 samples charges will be borne by the department.
15. Minimum 16mm clear cover be provided on the reinforcement on the inner side of the water retaining structure. the contractor shall give structurally safe and water proof structure.
16. Contractor shall be fully responsible for structure safety in all respect of the structures existing and under construction as per scope of work of the DNIT.
17. The bidder shall have to got soil Analysis carried out for determining the Safe Bearing Capacity (SBC) of the soil as per relevant code through a reputed firm. The charges for the same shall be included in the offer.
18. The bidder should ascertain about the actual Sub Soil Water table at site. Price quoted shall be inclusive of cost of pumping Sub Soil Water / seepage water from any other source required for excavation of work. No extra payment shall be made due to variation in sub soil water level if mentioned any where in the tender

documents either for designing or execution, on account of fluctuation due to any reason whatsoever.

19. Material, for which specification are not given the requirement of respective Indian standards are to be fulfilled. the contractor shall get prior approval of the material proposed to be used under the contract from the Engineer-in-charge.
20. The cost of water & power used during construction shall be born by the agency. In case water is supplied by the department then half percent of the agreement cost will be deducted from the bills of the agency.
21. The agency will give trouble free operation & maintenance of all machinery for three months to the satisfaction of the Engineer-in-charge.
22. The contractor will dispose off the excavated surplus soil, at his own cost to a place as directed by the Engineering-in-Charge, but shall by all means clear the site from the extra earth. No extra lead, lift, wet earth, loading, unloading and carriage will be paid to the contractor who will have no claim on the same at anytime later. Further the contractor will quote his rate taking into account the effect of the surplus earth which will be disposed off by him at his own cost
23. The Premium should be quoted above or below the contract schedule of rates and no condition should be given in case any condition is tendered this will be considered as Null and void and only the premium or discount quoted by the tendered shall be accepted. In case any tenderer refuses to accept this is earnest money will be forfeited.
24. The contractor shall submit the test certified of the steel brought by him to the site of work. Also the sample of steel may be got tested by the Engineering-in-Charge. The steel should be of Fe-500 TMT steel bars conforming to BIS of the companies IISCO, SAIL, RINI, or IISCO.
25. No Premium shall be payable on N.S. items.

Chapter No.	Description	Premium Fixed	
		Labour rate	Through rate
1.	DAILY WAGES:		
(a)	The rate to be paid as per minimum wages fixed by the Labour Department, Haryana Government from time to time. Where minimum wages are not fixed, Deputy Commissioner's rate will be applicable.		
(b)	The daily wages of skilled labour of item No. i to xii are fixed as under		
(i)	White washing and colour washing man.		
(ii)	Masson / plasterer (1st Class)		
(iii)	Masson 2nd Class and Stone Dresser		
(iv)	Carpenter 1st Class		
(v)	Carpenter 2nd Class		
(vi)	Painter and paper hanger 1st Class		
(vii)	Painter and paper hanger 2nd Class		
(viii)	Driver with license of proper category.		
(ix)	Operator Heavy earth moving machinery with license of proper category.		
(x)	Equipment mechanics with license of proper category.		
(xi)	Plumber Grade - I		
(xii)	Plumber Grade - II		
2.	MONTHLY WAGES		
3.	MATERIALS		
4.	LOADING AND UNLOADING.		
(a)	Item No.4.1, 4.2, 4.5, 4.9, 4.10 (b), 4.13, 4.20 to 4.24 and 4.25(a)		450% above
(b)	All other items except 4.1, 4.2, 4.5, 4.9, 4.10 (b), 4.13, 4.20 to 4.24 and 4.25(a)		450% above

Chapter No.	Description	Premium Fixed	
		Labour rate	Through rate.
5.	CARRIAGE		
(a)	Item 5.2 (By Mechanical Transport)		
	(i) Upto 25 Km	450% above	
	(ii) Above 25 Km	440% above	
(b)	All items other than item No.5.2.	200% above	
6.	EARTH WORK		
(b)	Item No.6.1 to 6.6 except item No.6.2 (g) - (iv) and 6.2 (g) (v) and 6.4	425% above	
(c)	Item No.6.2 (g) (iv)	110 % above	
(d)	Item No. 6.2 (g) (v) (compaction)	135 % above	
(d)	Item No. 6.4 (earth compensation)	5000% above	
(e)	Item No. 6.7, 6.10 to 6.14 and 6.16 to 6.27	370% above	
(f)	Item No. 6.8 and 6.9	370% above	
(g)	Item No. 6.15 (a) & (b) (Anti Termite)	200% above	200% above
(h)	Item No. 6.2 (i) & 6.5 (i) (NREGA WORK)	635% above	
7.	ROCK CUTTING	400% above	
8.	DEMOLITION	550 % above	
9.	CENTRING AND SHUTTERING	500% above	400% above
10.	CONCRETE		
(a)	All item except No. 10.67 to 10.69, 10.74 to 10.76 & 10.157 to 10.159	550% above	450% above
(b)	Item No. 10.67 to 10.69, 10.74 to 10.76	550% above	450% above
(c)	Item No. 10.157 to 10.159	15 % above	10 % above
11.	BRICK WORK , Item No. 11.1 to 11.100 , Item No. 11.101 to 11.105.	600% above	600% above
12.	STONE MASONRY	300% above	260% above
13.	HOISTING AND ROOFING		
(a)	All items except item No. 13.11, 13.13, 13.14, 13.18 , 13.43 to 13.49 and 13.89 to 13.94	300% above	240% above

Chapter No.	Description	Premium Fixed	
		Labour rate	Through ra
(b)	Item No. 13.11, 13.13 & 13.14, (Terracing)	600% above	600% abo
(c)	Item No. 13.43 to 13.49 (C.I. Items)	500% above	500% abo
(d)	Item No. 13.18 (G.I. Sheet Roofing)	400% above	300% abo
(e)	Item No. 13.89 to 13.90	20 %	20 %
(f)	Item No. 13.91 to 13.94	10 %	10 %
(g)	Item No. 13.95 to 13.97		
14.	FLOORING AND BADOS		
(a)	All other items except item No. 14.19 to 14.24, 14.48 to 14.70 and 14.89 to 14.96	600 % above	400% above
(b)	Item No. 14.19 to 14.24 (Brick Flooring)	600% above	600% above
(c) (i)	Item No. 14.48 (a-i) & (b-i) Glazed Tiles.	230% above	95% above
(ii)	Item No. 14.48 (a-ii) & (b-ii) Glazed Tiles	120 % above	95 % above
(d)	Item No. 14.49 to 14.52 (Marble Stones)	90 % above	90 % above
(e)	Item No. 14.53	60% above	--
(f)	Item No. 14.54 to 14.61 (Stones other than Kotah Stone)	150% above	140% above
(g)	Item No. 14.62 to 14.66 (Kotah Stone items)	200% above	250% above
(h)	Item No. 14.67 to 14.70 (Wooden Flooring)	200% above	200% above
(i)	Item No. 14.89 to 14.91	-	(-)15 % below
(j)	Item No. 14.92 (a) & (b)	-	-
(k)	Item No. 14.93 & 14.94	-	-
(l)	Item No. 14.95 & 14.96	-	-
(m)	Item No. 14.97	-	-
15.	PLASTERING AND POINTING	500% above	500% above
16.	PAINING, VARNISHING, WHITE WASHING / DISTEMPERING expect Item No. 16.79	250% above	230% above
16. (a)	Item No. 16.79	10 %	-

Chapter No.	Description	Premium Fixed	
		Labour rate	Through rate.
(b)	Item No. 16.80	-	-
17.	WOOD WORK		
(a)	Item No.17.1 to 17.89	300% above	300% above
(b)	Item No.17.90 to 17.92 and 17.94 (Factory manufactured doors shutters).	300% above	300% above
(c)	Item No. 17.93 (flush door shutters)	180% above	165% above
(d)	Item No. 17.95, 17.96, 17.98 & 17.100	10 %	15 %
(e)	Item No. 17.97 & 17.99	10 %	5 %
(f)	Item No. 17.101 & 17.102	10 %	5 %
(g)	17.103 to 17.104	-	-
18.	STEEL AND IRON WORK		
(a)	For the items of Steel where steel is to be issued by the department on stock issue rates Item No.18.22 .	550% above	500% above
(b)	For remaining items of structural steel and other items except Item No.18.22	550% above	500% above
19.	LINING		
(a)	All other items except Item No.19.29 to 19.32	550% above	450% above
(b)	Item No. 19.29 to 19.32	600% above	600 % above
20.	OUTLETS	600% above	600% above
21.	PILE FOUNDATIONS except Item No. 21.04 (a) & (b)	-	400 % above
21 (a)	Item No. 21.04 (a) & (b)	-	-
22.	WELL SINKING	500% above	
23.	RIVER AND CANAL PROTECTION WORKS		
(a)	Item No.23.39 only (dumping stone)	500 %above	-
(b)	Labour rate of items (except item 23.38 & 23.39)	450 % above	-

Chapter No.	Description	Premium Fixed	
		Labour rate	Through rat
(c)	Through rate of all items except item No.23.1 to 23.8, 23.10 to 23.37 and 23.39 to 23.47 (for estimating purpose only)	-----	400 % abo
(d)	Item No. 23.38 (Wire crates)	425 % above	425 % abo
24.	ROAD WORK		
(a)	Labour rate of all items	370% above	---
(b)	Through rate of item No.24.34, 24.35 & 24.38 (expansion joints and road cuts)	----	350% abov
(c)	Item No.24.36 (Barbed wire fencing).	----	400% abov
25.	MAINTENANCE OF FURNITURE.	225% above	200% above
26.	MISCELLANEOUS	150% above	
27.	QUANTITIES OF MATERIAL	No rates involved	
28.	WATER SUPPLY		
	For Plains:		
(a)	All items except item No. 28.1 to 28.6 (a to e & f to l), 28.10 (a), 28.13 (a), 28.18 to 28.19 and 28.50, 28.51 to 28.59	300% above	
(b)	Item No.28.1 to 28.6 (a to e), and 28.18 to 28.19.	380 % above	
(c)	Item No.28.1 to 28.6 (f to l)	380 % above	
(d)	Item No.28.50 (a) only	1200% above	
(e)	Item No.28.50 (b to e)	380% above	
(f)	Item No. 28.10 (a), 28.13 (a), 28.51 to 28.59	10 % above	
(g)	Item No. 28.60	-	
29.	SEWERAGE AND DRAINAGE.		
(a)	All other items except item No. 29.1, 29.2, 29.25 to 29.56, and 29.93 to 29.95	450 % above	450 % above
(b)	Item No.29.1, 29.2 and 29.25 to 29.51	120 %above	
(c)	Item No.29.52 to 29.56	350 % above	350 % above
(d)	Item No. 29.93 to 29.95	10 % above	5 % above

Chapter No.	Description	Premium Fixed	
		Labour rate	Through rate.
30.	SANITARY INSTALLATIONS		
(a)	All other items except Item No. 30.53, 30.59, 30.84 to 30.94, 30.114 (b) and (d) and 30.119	340 %above	340 % above
(b)	Item No.30.84 to 30.86, 30.88 to 30.91, 30.114 (b) and (d)	325 % above	350 % above
(c)	Item No.30.87, 30.92 to 30.94	300% above	300% above
(d)	Item No.30.53 & 30.59 (for estimation purpose)	300% above	30 % above
(f)	Item No. 30.119	-	-
(g)	Item No. 30.120 to 30.123	-	-
31.	Electrical Installation.		
(a)	Item No.31.1 to 31.7, 31.19, 31.20, 31.35	-	130% above.
(b)	Item No.31.8 to 31.11	-	130% above.
(c)	Item No.31.12 (a) Main switches, Category-A type	-	300 % above.
(d)	Item No.31.12 (a) & (b) Main switches & BDBs (Category - B & C only)	-	300 % above.
(e)	Item No.31.25 to 31.29	-	140% above.
(f)	Item No.31.32	-	175% above.
(g)	Item No.31.13, 31.14 & 31.33	-	250% above.
(h)	Item No.31.21	-	350% above.
(i)	Item No.31.24	-	350% above.
(j)	Item No.31.22 All items, except 31.22 (iv, vi, x, xiii, xiv, xvii & xx)	-	350% above.
(k)	Item No.31.22 (iv, vi, x, xiii, xiv, xvii & xx) Copper work.	-	350% above.
(l)	Item No.31.23 All Items, except 31.23 (iv, vi to ix)	-	200% above.
(m)	Item No.31.23 (iv, vi to ix) - Copper work.	-	330% above.
(n)	Item No.31.30 (Street light)	-	270% above.
(o)	Item No.31.31 (copper bus bar chamber)	-	300% above.
(p)	Item No.31.18, All items except 31.18 (xxxi)	-	200% above.

Ch. No.	Description	Premium Fixed	
		Labour rate	Through rate
(q)	Item No.31.18 (xxxi) Flush door shutter)	160% above	150% above
(r)	Item No.31.34 All items except 31.34 (i to vi)	-	130% above.
(s)	Item No.31.34 (i to vi) - Rewinding items.	-	200% above.
(t)	Item No.31.12 (c) & (d) 31.15 to 31.16	-	60% above.
(u)	Item No.31.17	-	30% above.
(v)	Item No.31.36 to 31.49 (i.e. newly added items).	-	10% above
(w)	Labour rate item 31.1 to 31.7, 31.21 (i) to (xxvi) and 31.36 to 31.39 (i.e. newly added items of copper wiring).	150% above	Not fixed
(x)	Item 31.50 to 31.59	Not fixed	Not fixed
(y)	Item No. 31.60 to 31.62	Not fixed	Not fixed

32.	WORKING CHARGES OF MACHINERY	Not fixed	
33.	HORTICULTURE	500% above	400% above
34.	BEARING OF BRIDGES.		
(a)	All items except Item No.34.7, 34.10, 34.11,34.12 & 34.13	Not fixed.	
(b)	Item No.34.7 (Neoprene Bearings).	-	200 % above
(c)	Item No.34.10 & 34.11 (Expansion joints)	-	200 % above
(d)	Item No. 34.12 & 34.13	-	10 %

<u>STOCK ISSUE RATES.</u>	
A) CEMENT (OPC-43 Grade Cement	<p>Rs.225.00 per bag of 50 Kg. Cement including the cost of empty cement bag plus 3% storage charges.</p> <p>Note: -The revised premia are based on the above mentioned issue rate of cement.</p> <p>i) In case department supply the cement, recovery will be made on above rates irrespective of the type of cement i.e. OPC or PPC.</p> <p>In case contractor is allowed to use PPC Cement, arranged by himself deduction @ 25/- per bag of 50 Kgs. Cement will be made.</p>

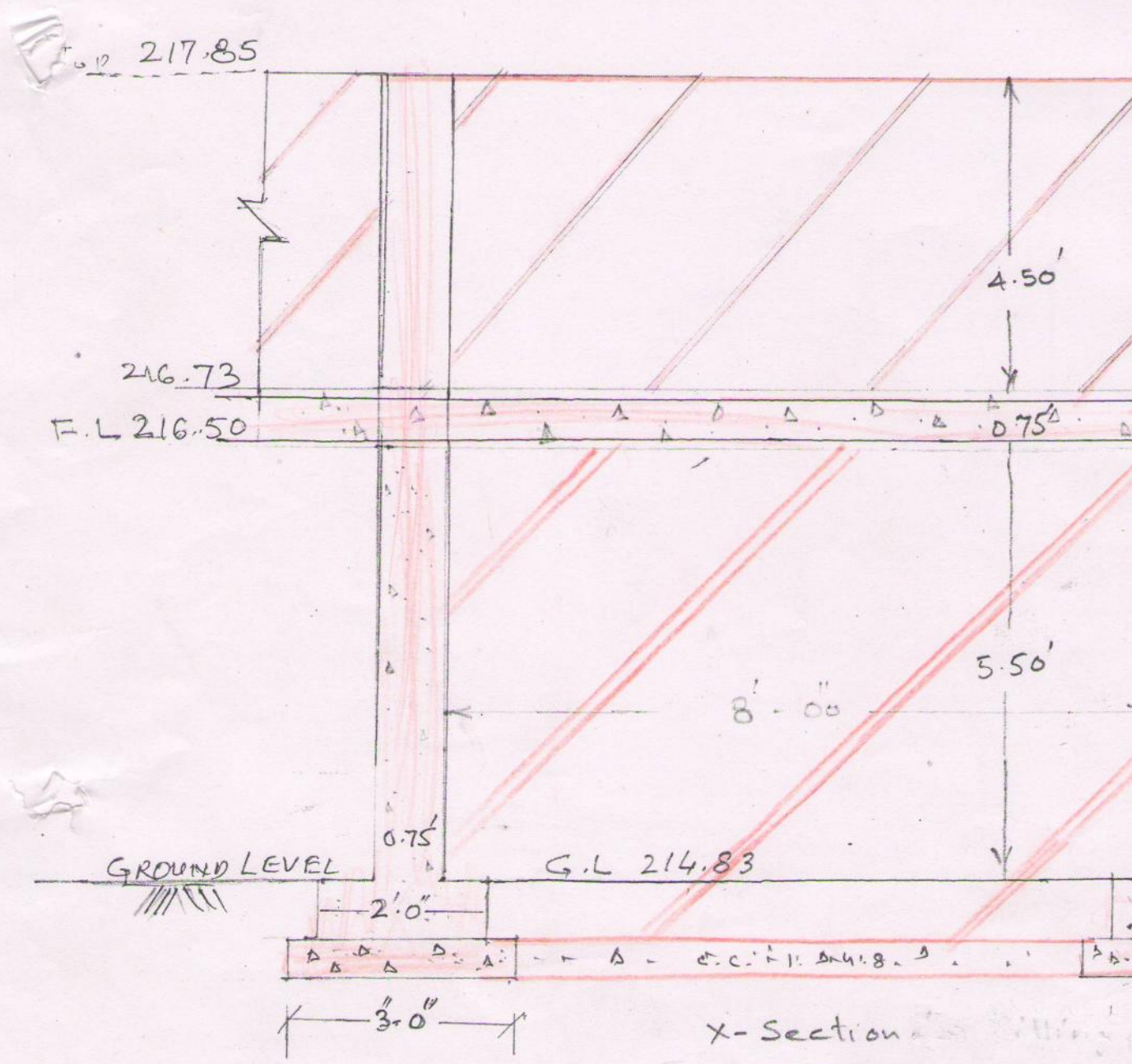
B) STEEL (Fe-500, TMT Steel bars)	Rs.45,500/-per MT plus 3% storage charges Note:- 1) The revised premia are based on Fe-500, TMT Steel bars of the company's TISCO, SAIL, RINL or IISCO. 2) In case department supply the steel, recovery will be made on above rates for Fe-500, TMT Steel bars. In case steel is to arranged by the agency and agency is allowed to use Fe-500, TMT steel bars of companies other than above, but ISI marked, the deduction @ Rs. 6000/- per MT will be made.
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The other decisions are as below:-

1. Service tax has not been accounted for in the analytical rates. Therefore, it may be accounted for by the departments wherever applicable.
2. VAT and labour cess have been accounted for the analytical rates.
3. Contractor profit as 10% and overhead charges as 5% are to be accounted for in the analytical rates in future.
4. The premia are based on with supply of Cement & Steel by the department. In case, supply is arranged by the contractor, difference of Contractors profit/Overhead charges shall be appropriately handled.

ANAND KUMAR GARG,
Convener Central Zonal Committee of
Haryana PWD Schedule of Rates-cum-
Superintending Engineer, Ambala Circle,
Haryana P.W.D. (B&R), Ambala Cantt.

CONSTRUCTION OF & CONSTRUCTION OF BHIWANI TOWN

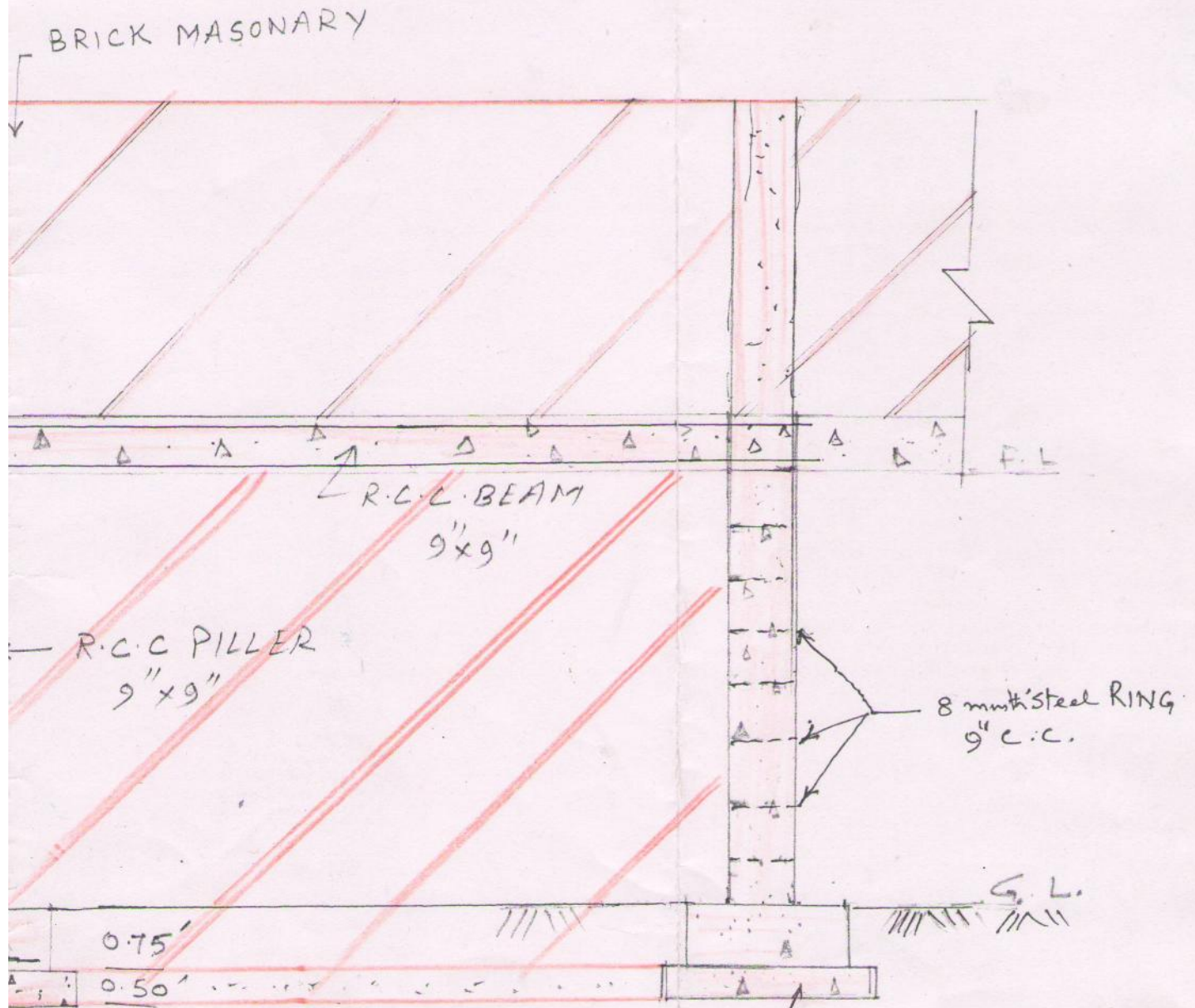


VALL ON S.T.P. DADRI ROAD

CAT. BHIWANI-DADRI ROAD TO STP

Rs 32.50 LACS

45.75



S.S. Lamba
JE

Executive Engineer
Public Health Engineering
Division No. 3, BHIWANI

Economic Stimulus Package Sewerage Scheme Bhiwani Town. "Construction of B/Wall on STP Dadri Road and construction of C.C. road from Bhiwani to Dadri Bhiwani Town & all other works contingent thereto.

535 Rs 3580 Lacs
~~4395~~ 3250

