

PRESS NOTICE

**Public Health Engineering Department, Haryana
Public Health Engineering Division No.-1 Faridabad
Notice Inviting Tender**

No. _____

Dated:

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

- i) Replacement of Burnt Energy Meters on various W/S Installations of District Faridabad under PHED No.1, Faridabad. Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto at various villages under Public Health Engineering Sub Division No. 2 Faridabad.

App. Cost Rs. 9.75 lacs

Sr. No. of work	Estimated Cost	Earnest Money	Tender Document Fee	During date & time	
				Downloading of Tender Document & Payment of Tender Document fees	Online Bid preparation and hash submission
1	Rs. 9.75 Lacs	Rs. 19500/-	Rs. 1000/-	17-11-2011 17:01 hrs. to 03-12-2011 10:00 hrs.	07-12-2011 17:01 hrs. to 10-12-2011 17:00 hrs.

1. Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <http://haryanaphed.etenders.in> is a prerequisite for e-tendering. Kindly contact o/o Nextenders (India) Pvt. Ltd., at Basement, HSRDC Building, Bay No.13-14, Sec-2, Panchkula. Contact persons : Sh. Manmit – 09815034028 / Sh. Rishi 09878012160.
2. For any other queries, please contact Executive Engineer, PHE Div. No.-1 Faridabad
3. Tel.(O) 0129-2220704, Tel (M) 09999694443, Address :- Executive Engineer, PHE Div. No.-1 Faridabad Sector-11, YMCA Road Faridabad.

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

For & on behalf of Governor of Haryana

Executive Engineer
PHE Division No.-1 Faridabad

PUBLIC HEALTH ENGINEERING DEPARTMENT, HARYANA
PUBLIC HEALTH ENGINEERING DIVISION No.-1 Faridabad
NOTICE INVITING TENDER

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

3. Key Dates

Sr. No.	PHED Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender document	-	15-11-2011 10:00 hrs.	17-11-2011 17:00 hrs.
2	-	Downloading of Tender Document & Payment of Tender Document fees	17-11-2011 17:01 hrs.	03-12-2011 10:00 hrs.
3	-	Online Bid Preparation & Hash Submission	17-11-2011 17:01 hrs.	06-12-2011 17:00 hrs.
4	Technical & Financial Lock	-	06-12-2011 17:01 hrs.	07-12-2011 17:00 hrs.
5	-	Re-encryption of Online Bids	07-12-2011 17:01 hrs.	10-12-2011 17:00 hrs.
6	-	Manual Submission of additional documents	17-11-2011 17:01 hrs.	10-11-2011 10:30 hrs.
7	Open EMD & Technical/PQ bid	-	10-12-2011 17:01 hrs.	11-12-2011 17:00 hrs.
8	Eligibility criteria evaluation	-	11-12-2011 09:00 hrs.	14-12-2011 17:00 hrs.
9	Open Financial / Price-Bid	-	15-12-2011 10:00 hrs.	15-12-2011 17:00 hrs.

4. The Bidders can download the tender documents from the Portal : <http://haryanaphed.etenders.in>. Tender Documents Fees has to be paid online through payment gateway during the “Downloading of Tender Document & Payment of Tender Document fees” stage and Earnest Money Deposit has to be submitted either in a separate sealed EMD envelope in form of Bank Draft in favour of the Executive Engineer, PHE Division No.-1 Faridabad or through RTGS transaction / Net Banking in the name of **Executive Engineer , Public Health Engineering Division No.-1 Faridabad bank account No. 31019419512 in Bank name S.B.I Faridabad & Bank IFSC CODE SBIN0000734 and Micr Code 110002195**. If the transaction is through RTGS / Net Banking mode, following particulars are to be given online at the e-tendering website of the department.

- a) Name of a/c holder from whose a/c payment for earnest money has been made by the agency
- b) A/C No.
- c) Name of the Bank
- d) Transaction ID
- e) Date of time of transaction
- f) Mode of payment is through RTGS, Demand Draft, Net banking , Credit card etc.
- g) 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 is other than RTGS / Netbanking / Credit card then the EMD envelop has to reach in the office of Executive Engineer, PHE Division No.-1 Faridabad, on or before ____, ____ Hrs. 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 envelops online:
 1. Earnest Money and all the documents
in support of eligibility criteria - Envelope ‘ED’
 2. N.I.T. and Technical Bid - Envelope ‘TI’
 3. Price Bid - Envelope ‘CI’

Note: Online Bidders shall submit the EMD either physically in Envelop – ‘ED’ or 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 – Earnest Money in shape of deposit at call/Treasury Challan from Nationalized bank or any other scheduled bank approved by RBI and all the documents relating to eligibility criteria

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

Envelope 'TI' – Technical Bid Envelope

Online Technical Envelope – All the information and scanned copies of the Documents / Certificates as required to be submitted as per the Tender. Also, all such documents, if any, that cannot be submitted online i.e. all the Information and Documents / Certificates as required to be submitted in physical technical envelope as per the Tender.

Envelope 'CI' – Price Bid Envelope

To be submitted mandatory online- "Information related to Price Bid of the Tender". The Envelopes "ED" & "TI" shall be placed in another envelop of bigger size clearly marking the name of agency & name of work. In case, the Bidders have submitted all the information and documents/ certificates required as a part of Technical Bid online, physical Envelope "TI" shall be submitted clearly marking "Blank".

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

CONDITONS:-

- 1) NIT, if required, can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) The undersigned reserves the right to reject any tender or all the tenders without assigning any reason.
- 4) The societies shall upload & produce a copy of the resolution of the Co-Operative department for e-tendering.
- 5) The tender without earnest money will not be opened.
- 6) The jurisdiction of court will be at Faridabad.
- 7) 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.
- 8) 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.-1 Faridabad

Endorsement No.

Dated

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

- (1) Deputy Commissioner, at Faridabad
- (2) Engineer-in-Chief Haryana, PHED, Panchkula
- (3) All Superintending Engineers/Executive Engineer, PHED Haryana.
- (4) All L & C Societies.

For and On Behalf of
Governor of Haryana

Executive Engineer
PHE Division No.-1 Faridabad

ANNEXURE-A
CONDITIONS OF E-TENDERING

Instructions to Contractors on Electronic Tendering

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

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

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

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

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

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 applies for a fresh digital certificate and issues 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 The EMD Payment can be made by eligible contractors through Approved Traditional Financial Instruments or through RTGS/Net Banking transaction .

7.2 Contractors have to submit the EMD either physically in a sealed physical envelope which should reach the office of concerned Executive Engineer as mentioned in the Tender Notice or make EMD payment through RTGS/Net Banking transaction.

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.

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 website 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.

13. Key Dates:

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

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

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

Other Information:

1. The intending bidders shall fill the lumpsum rate / item rate / Percentage rate in the online templates of the online tender. The Price Bid has to be submitted mandatory online.
2. The Earnest Money Deposit and Technical Bid Documents that cannot be submitted online, if any should be put in separate sealed envelopes and these sealed envelopes together with the documents listed below should be sealed in another cover and delivered to this office before the date and time mentioned in the Tender Notice.
 - i. A list of all documents accompanying the sealed envelopes containing the tender documents.
 - ii. Duly accepted power of Attorney in original along with its two certified copies in the name of bidder or authorized representative to act on behalf of the agency.
 - iii. Documents in respect of payment of earnest money.
3. Tender must strictly abide by the stipulations set forth in notice inviting tender & while tendering for the work, the bidder shall adopt only the three envelope system.
4. The third envelop – 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.
7. The tender of the bidders who does not satisfy the qualification in the bid documents are liability to be rejected summarily without assigning any reason and no claim what so ever on their account will be considered.

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.

**PUBLIC HEALTH ENGINEERING
DEPARTMENT
DIVISION NO.1,
FARIDABAD
CIRCLE, HARYANA**

Tender for :- Replacement of Burnt Energy Meters on various W/S Installations of District Faridabad under PHED No.1, Faridabad. Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto at various villages under Public Health Engineering Sub Division No. 2 Faridabad.

App. Cost Rs. 9.75 lacs

Name of work: - Replacement of Burnt Energy Meters on various W/S Installations of Dist. Faridabad under PHED No.1, Faridabad. Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto at various villages under Public Health Engineering Sub Division No. 2 Faridabad.
Approx. Cost Rs. 9.75 Lacs

ABSTRACT OF COST

S. No.	Description	Qty.	Unit	Rate	Amount
1.	LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box (Secure Make)	50 No.	Each		
	Total				

Say Rs. 9.75 Lacs

Executive Engineer

Name of work: - Replacement of Burnt Energy Meters on various W/S Installations of Dist. Faridabad under PHED No.1, Faridabad. Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto at various villages under Public Health Engineering Sub Division No. 2 Faridabad.

Approx. Cost Rs. 9.75 Lacs

Contract / Price Schedule

Schedule of item rate amount to be paid to the contractor for the Supplying of 20 Nos. LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto.

S. No.	Description	Qty.	Unit	Rate to be quoted by the contractor.
1.	LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box (Secure Make).	50 No.	Each	

Executive Engineer

Analysis of Rate for Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box

Unit:- Each.

Analysis of Rate

S. No.	Description	Amount
1.	LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box (Secure Make) (Rates are inclusive of contractor profit etc.)	
2.	Add 5.25% vat charges	
	Total	
	Say	

Executive Engineer

DMSP on the work replacement of cement note

11

Additional Conditions of Contract

h. 9.75k

The cement will be arranged by the Contractor / Agency / Firm at his own level. The Contractor / Agency / Firm may quote his rates accordingly.

The cement will be arranged by the Contractor / Society / Agency / Firm at his own level.

The cement shall be OPC - 43 grade, duly ISI marked & confirming to IS - 8112 with latest amendments.

The cement manufactured by Mini Cement Plant shall not be used. In case contractor is allowed by the department to use PPC cement duly ISI marked & confirming to IS - 1489 with latest amendments then the recovery of Rs. 25/- per bag of 50 kg cement be made as per notification on revision of ceiling premium date 05.11.2007.

The cement and Steel shall be purchased from authorized Distributor or Manufacturer or Authorized Dealer.

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. 1st 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 that agency before using the same and Executive Engineer incharge or his authorized representative may check the actual receipt of cement at site.

The Engineer-in-Charge or his authorized representative may, if need be, also send the cement for testing to any Govt. Lab/reputed Lab. The sample of the cement will be collected as per BIS specifications in the presence of the Contractor / Agency or his authorized representatives. In case the cement is found as per ISI specifications then the cost of testing will be borne by the Deptt, but in case the cement sample fails to meet the BIS requirements, then appropriate action as per Contractor Agreement will be taken. The cost on the testing of cement alongwith 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 continuity of the work.

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

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

The PWD (WS&S), Haryana reserves the right of negotiations as per policy approved by the State Government with the tenderers in case the prices quoted are felt to be on higher side or otherwise. The negotiations will be carried out with 1st, 2nd & 3rd lowest contractors. The highest amongst them will be called first and lowest tenderer in the last. If during negotiation tenderer other than lowest reduces his prices / amount below then those of lowest then lowest tenders will be counter offered this price / amount and in eventuality of him not accepting the counter offered the same shall be offer to second lowest and so forth. Tenderer who refuses the counter offer will not have any right to the bid later on.

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

The labour cess @ 1% of the cost of work done by contractor shall be deducted from each bill.

Additional Conditions of Contract

*DMSP APP No. 975000 /
(Ch. Minic Lamin Security for the Machine only)
Submitt to the Finance Deptt*

**Executive Engineer
P.W.D. Public Health Engineering
Division No. 1, Faridabad**

[Signature]
**Superintending Engineer
Public Health Engineering Circle
Gurgaon**

ADDITIONAL CONDITIONS OF CONTRACT

1. The cement will be arranged by the Contractor! Agency! Firm at his own level. The Contractor! Agency Firm may quote his rates accordingly. The provision of stock issues rates for cement and steel mentioned in Gazetted notification dated 21.02.2006 regarding ceiling premium above HSR 1988 are not applicable in this case.
2. The cement will be arranged by the Contractor! Society! Agency! Firm at his own level. The cement shall be ordinary Portland - 43 grade, duly ISI marked & conforming to ISI-8112 with latest amendments. The cement manufactured by mini Cement Plant shall not be used.
3. The cement shall be purchased from authorised Distributor or Manufacturer or Authorised Dealer.
4. 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. 1st key of lock with representative of the department and 2nd key of lock with authorised representative of agency.
5. The contractor! agency will inform the Executive Engineer! Sub Divisional Engineer for the quantity of the cement brought at site with bill! challan in the name of that agency before using the same and Executive Engineer Incharge or his authorised representative may check the actual receipt of cement at site.
6. The Engineer-in-Charge or his authorised representative may, if need be, also send the cement for testing to any Government Lab! reputed Lab. The sample of the cement will be collected as per BIS specifications in the presence of the Contractor! Agency or his authorised representatives. In case the cement is found as per ISI specifications then the cost of testing will be borne by the Department, but in case the cement sample fails to meet the BIS requirements, then appropriate action as per contractor agreement will be taken. The cost on the testing of cement along with any loss caused to government shall also be recovered from the contractor! agency and no claim in this respect will be entertained.
7. The stock of cement at site shall not be more than one month consumption and only sufficient quantities shall be kept to ensure continuity of the work.
8. The cement consumption register showing date of cement brought at site by the contractor! agency and its day-to-day utilization will be maintained. The said register shall be open to inspection by representatives of the Engineer-in-charge during his visit at site. The consumption and receipt of cement in the register shall be initiated jointly by the authorised representative of the contractor! agency and representative of Engineer-in-charge. The said register will be issued by office of concerned Sub Divisional Engineer under his dated signature for each agreement separately. The register will also contain the columns for work executive against the cement issued.
9. Quality check register will be maintained at site and regular sampling of work executive every month shall be recorded in the same.
10. The PHD HARYANA reserves the right of negotiations as per policy approved by the State Government with the tenderers in case the prices quoted are felt to be

on higher side or otherwise. The negotiations will be carried out with 1st, 2nd & 3rd lowest contractors. The highest amongst them will be called first and lowest tenderer in the last. If during negotiation tenderer other than lowest reduces his price/ amount below then those of lowest then lowest tenders will be counter offered this price/amount and in eventuality of him not accepting the counter offered the same shall be offer to second lowest and so forth. Tenderer who refuses the counter offer will not have any right to the bid later on.

11. The Engineer-in-charge can opt for 3rd party Inspection other than Department. In addition to inspection by Department staff. The 3rd party would inspect the work during its execution to ensure execution of work as per specifications/agreement and also quality control i.e. drawl of samples, testing & other items etc. The report of the same would be submitted to Engineer -in-charge by the 3rd party. The agency/contractor shall be bound by the report of 3rd party inspection and shall take remedial measures for execution of work as per specifications in agreement. The inspection and sample testing charges will be borne by the Department.
12. The labour cess @ 14% of the cost of work done by contractor shall be deducted from each bill

NOTICE INVITING TENDER

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

Name of the Work:	Replacement of Burnt Energy Meters on various W/S Installations of Dist. Faridabad under PHED No.1, Faridabad. Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto at various villages under Public Health Engineering Sub Division No. 2 Faridabad.
Estimated Cost	Rs. 9.75 lacs.
Time Limit	3 Months

1. Particulars of the Executive Engineer, Faridabad Division, Haryana Public Health Engineering Department, Hereinafter referred Department Officer to as " Executive Engineer" Inviting Tender

2. Tenders shall be on the prescribed form only. Any telegraphic offer or any letter

or document purported to be a tender but not on the said prescribed form shall be outright rejected and the same shall not be announced to have been received at the time of opening of tenders.

3. The form to be used for the tender shall be the one obtained from the said

"Executive Engineer" who will issue the same for use by specific contractor and for specific tenders for specific works. The prescribed form inter alia contains the "Conditions of contract" which shall be required to be complying with by the contractor, whose tender may be accepted.

4. The prescribed form can be obtained from the office of the "Executive Engineer"

on payment of Rs. 1000/- being the cost of one tender form. This may be paid by cash or by crossed Postal Order, payable to the said Executive Engineer". Only one form shall be issued to one contractor. The sale of forms will cease 48 Hrs. before the time fixed for submission of tenders as indicated in this notice.

**SEALED
COVER**

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

5. Further information can be obtained and a schedule of quantities, the detailed

plans and specifications can be seen in the office of the "Executive Engineer" during 10.30 Hrs. to 13:30 Hrs. on any of the working days.

6. For showing these documents to the contractors, the "Executive Engineer" will nominate a responsible official who may be contacted. The particular of the said official shall be displayed on the notice board of the office and/or at a prominent place in the office of the " Executive Engineer".

7. The tender shall be accompanied by Earnest Money amounting to Rs. 16600/- The earnest money shall be in the shape of "deposit at Call" or the fixed deposit in favour of the " Executive Engineer" drawn on any Scheduled Bank. The earnest money shall not be accepted in any other form. Any tender not accompanied by earnest money in the said form) shall stand invalidated and shall be rejected outright and the rates shall not be announced.

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

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

i)	Place where tenders are to be received	Office of the Executive Engineer, PHE Division No.-1 Faridabad
ii)	Time	Any time during the office working hours, but not later than house on day of _____ 2011
iii)	Mode of delivery of tenders	May be sent by post to the said "Executive Engineer" so as to reach him not later than time mentioned at ii above or may be put in the "Tender Box" in office room of the Executive Engineer

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

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

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

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

10. The approval to acceptance of the tender will rest with the Governor of Haryana

or any other duly authorized Officer, acting for and on his behalf, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason whatsoever.

11. The contractor, whose tender is accepted will be required to execute a contract/deed on the conditions contained in the prescribed form mentioned in paragraph (2) above and will be required to furnish security for the due fulfillment of his contract. The security deposit shall be Rs. 5% of the estimated cost of work minus the earnest money already deposited. The demand notice for deposit of full amount of security may be made any time after the letter of acceptance has been issued. Usually a time period of 10 days shall be allowed for the same. In case of non-deposit of this security, the same shall be deducted from first running bill of the work.

PART 2 - GENERAL RULES AND GUIDANCE OF CONTRACTOR

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

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

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

Rule No.2 : The tender shall not be burdened or loaded with any conditions. Only rate shall be quoted. A conditional tender is liable to be rejected outright at the discretion of the accepting authority. In the alternative, the accepting authority may treat the conditions as null and void and make a counter offer to the tenderer to do the work at the rate quoted by him without the conditions. If the contractor who submitted the tender refuses to accept the said counter offer to do the work at the rates quoted by him without the conditions within one week of the said offer having been made by the accepting authority, the earnest money which accompanied the tender shall stand forfeited and the contractor shall have no claim to the same whatsoever.

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

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

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

date of submission of tenders.

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

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

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

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

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

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

sealed by the contractor, Executive Engineer shall not be responsible for any consequences thereof.

EXPLANATORY MEMO

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

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

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

Quantity	Item	Unit	Rate	Amount
300	cm	cum	Rs. 120.00	Rs. 36000
	Add Ceiling Premium 50%			Rs. 18000
	GROSS TOTAL			Rs. 54000
	Less contractors rebate 3%(-)			Rs. 1620
	NET PAYABLE			Rs. 52380

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

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

6. (a) The Superintending Engineer or any other officer duly authorized by him will open tenders. Any contractor (s) (who may have submitted tenders) or their authorized agents may be allowed to be present at the time of opening of tenders.
- (b) The Office opening the tender will first make, a list of those tenders which are on the prescribed form. All other documents purporting to be tenders shall be separated and sealed separately without even announcing the identity of the tenders.
- Out of the list of tenders received on prescribed from the officer opening the tenders will then separate out those which are not accompanied by requisite amount of earnest money or in the required form. Infirmities shall be notified and such tenders shall be resealed without announcing the rates.
- (c) He will then announce the rates quoted by all other contractors whose tenders do not suffer from any infirmities. In cases where the tenders have any or many shortcoming, the rates may not be announced and such tenders may be put in a

cover and sealed. This fact shall be announced. The tender so sealed shall be dealt with according to rules and regulations on the subject/situation.

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

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

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

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

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

TENDER FOR WORKS

I/we hereby tender for the execution, for the Public Health and Engineering Department Of the work
Replacement of Burnt Energy Meters on various W/S
Installations of Dist. Faridabad under PHED No.1, Faridabad. Supplying
of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5
Amp. With accuracy class 0.5 S along with CTs and meter box and all
other works contingent thereto at various villages under Public Health
Engineering Sub Division No. 2 Faridabad.

Approx. Cost Rs. 9.75 Lacs

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

A. Scheduled Items

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

N.S Item

S. No.	Description	Qty.	Unit	Rate to be quoted by the contractor.
1.	LT CT operated three Phase, four wire, energy meter 3 x 240 volt- / 5 Amp. With accuracy class 0.5 S along with CTs and meter box (Secure Make).	50 No.	Each	

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

- a) General Description Name of work:- Replacement of Burnt Energy Meters on various W/S Installations of District Faridabad under PHED No.1, Faridabad. Supplying of LT CT operated three Phase, four wire, energy meter 3 x 240 volt-/ 5 Amp. With accuracy class 0.5 S along with CTs and meter box and all other works contingent thereto at various villages under Public Health Engineering Sub Division No. 2 Faridabad.
- b) Estimate cost Rs. 9.75 Lacs
- c) Earnest Money Rs. 19500/-
- d) Security deposit (including earnest money) Rs. 10%
- e) Percentage , if any , to be deducted from bills 10%
- f) Time allowed for the work from date of written order to commence 3 months.

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

PART 4 CONDITIONS OF CONTRACT

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

Clause 2 : The time allowed for carrying out of work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer may levy on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after proper dates. And further, to ensure good progress during the execution of work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has

elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the Executive Engineer, may levy on the aid estimated cost of the whole work for every day that due quantity of work remains incomplete provided always that the amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the work as shown in the tender. The Superintending Engineer on representation in writing from the contractor, may reduce the amount of compensation and his decision in writing shall be final.

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

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

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

Clause 4: In any case in which any of the powers conferred upon the Executive Engineer by clause-3 hereof, shall become exercisable and the same are not exercisable. the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event

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

Clause 5 : If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer Public Health Engineering Department, gurgaon Circle through the Executive Engineer, din. No.1 faridabad within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid but before the expiry of contract period and the Executive Engineer/Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds have been shown, thereof authorize, such extension of time. If any as may in his opinion be necessary or proper.

Clause 5-A : The contractor shall deliver in the office of the Executive Engineer. On or before the 10^h day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed for as extra, and such return shall also contain the values of such work as claimed by contractor value of which shall be based upon the rates and prices mentioned in the contract or in the schedule of rates in force at that time. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising. Which at the date thereof he has or may claim to have against the Executive Engineer under or in respect. of in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included whatsoever be the circumstances.

Clause 6: Without prejudice to the rights of Government under nay clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion: but no such certificate shall be given. Not shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish. And cleaned off the dirt from all wood works. Doors, windows, walls, floors, or other parts of any building. In upon or about which the work is to be executed, measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish. And cleaning off dirt on or before the date fixed for the completion

of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding or surplus materials and rubbish and dispose off the same as the thinks fit and clean off such dirt aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof less any expense incurred by the Engineer-in-charge in connection therewith.

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

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

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

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

Clause 10: If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning of effect of this contract, specified in the schedule.

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

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

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

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

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

Clause 12: the Engineer-in-charge shall have power to make any alterations in or omission form or additions to or substitutions for the original specification, drawing. designs. and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which any given to him in writing signed by the Engineer-in-charge and such alterations, omissions. Additions or substituted shall not invalidate the contract; and any altered, additional or substituted work in which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extender in the proportion that the altered. additional or substituted work bears to the original contractor work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if

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

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

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

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

the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

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

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

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

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

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

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

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

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

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

Clause 22 (a): Any excess payment made to the contractor inadvertently or otherwise under this contract on any account whatever and any other sum bound to be due to

Government by the contractor in respect of this contract or any other contract or work order or On any account whatever, may be deducted from sum whatever, payable by Government to the contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government.

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

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

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

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

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

The arbitrator to whom the matter is originally referred being transferred or vacating his office. his successor-in-office. as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

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

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

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

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

iii.	For Claims of Rs. 1, 00, 000 and above	7½% of amount claimed
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The stamp-fee due on the award shall be payable by the Party as desired by the arbitrator and in the event of such party's default the stamp-fee shall be recoverable from any other sum due to such party under this or any other contract.

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

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

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

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

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

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

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

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

Clause 26 : The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required there of or in connection therewith unless he has obtained permission in writing from the

Engineer-in-charge to obtain such stores and articles else where. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rate shown in the schedule attached to the contract, and if they are not entered in the schedule they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

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

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

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

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

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

ADDITIONAL CLAUSE

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

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

Clause 34: Fair wage clause attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Clause-54

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

Clause-55

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

Appointment of Arbitrator :-

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

2. Agreement :-

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

FAIR WAGES CLAUSES

- (a) The contractor shall pay not less than fair wage to labour engaged by him on the work. Explanation: Fair Wage means wage whether for time or

piece work notified at the time or inviting tenders of the work and where such wages have not been so notified, the wages prescribed by the Public Works Department, Building and Roads Branch, Haryana for the district in which the work is done.

- (b) The contractor shall notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labourers, indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Haryana Public Works Department Contractor's Labour's Regulations made by Government from time to time in regard to payment of wages period deductions from wages recovery of wages not paid and deductions unauthorisedly made maintenance of wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of alike nature.
- (d) The Executive Engineer or Sub-divisional Engineer concerned shall have the right to deduct, from the moneys due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by the terms of the contract for non observance of the regulations referred to in clause ('c' above),
- (e) Vis-a-vis the Haryana Government, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract.
- (g) Attendance card should invariably be issued by the contractors to their workers which should be returned to the contractors concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors the authorities concerned should obtain a certificate from the contractors that he has made payment to all the workers connected with the execution of the work for which the payment is being made.
- (i) Contractors employing 50 or more workers on the site of a particular work, should provide facilities of housing, latrines, water and light to their workers at their own expense.
- (j) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of

4 hours at the latest. The spread over should in no case exceed 10 hours.
workers working beyond these hours. should be paid over time wages at
the double the ordinary rate of their wages calculated by the hour.

Contractor's Labour Regulation

1. Short title

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

2 Definition

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

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

3. Display of notice regarded wages etc.

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

4. Payment of Wages

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

5. Fixation of Wage Periods

- (I) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- (II) No wage period shall exceed one month.
- (III) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last of the wage period in respect of which the wages are payable.
- (IV) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of succeeding the one on which his employment is terminated.

- (V) All payment of wages shall be made on a working day except the work is completed before the expiry of the wages period in which case final payment shall be made within 48 hours of the last working day.

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

6. Wages Book and Wages Slip etc.

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

7. Fine and deductions which may be made from wages

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

8. Register of Fine etc.

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

9. Preservation of Registers

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

10. Power of Labour Welfare Officer to make Investigation Enquiry

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

11. Report of Labour Welfare Officer

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

12. Appeal against the decision of Labour Welfare Officer

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

13. Representation of Parties

- (l) A workman shall be entitled to be represented in any investigation or inquiry under these regulations by
 - (a) An officer of a registered Trade Union to which he is a member.
 - (b) An officer of Federation of Trade Unions to which the trade union referred it in clause (a) is affiliated.

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

14. . Inspection of Books

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

15. Submission of returns

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

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

16. Licencing of Contractor

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

17. Amendments

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

A Appointment of Arbitrator

- (i) In so far as the Engg. Deptts. are concerned, the Engineering in-Chief Engineer will make the appointment of Arbitrator at their own level, in the cases, where the cost of the work including interest does not exceed Rs. 5.00 Lacs in each individual cases. The case involving more than Rs. 5.00 Lacs shall be

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

B Agreement

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

C Proper Defense of the Arbitration cases

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

D Delay in Arbitration Cases

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

E. Payment of amount awarded in arbitration cases

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

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

NOTES FOR SCHEDULE NO. 1

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

