

**Name of work:-** Construction of Community Centre in village Rasoi, Distt. Sonipat (Under Village Development Scheme)

**Estimated cost:-** Rs. 17.41 lacs

**Time Limit:-** 6 Months

**Earnest Money:-** Rs. 0.35 lacs

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**SECTION-1 (I)**

**Press Notice**

HSIIDC

**NOTICE INVITING TENDERS**

Online Bids are invited from enlisted bidders with HSIIDC, PWD (B&R), PWD (Public Health) Haryana, NDMC, CPWD & MES for the following work :

Name Of Work	Estimated Cost (Rs. in lacs)	Earnest Money (Rs. in lacs)	Time Limit	Cost of Bid Document (Rs.)	Date and time for bid preparation to Hash Submission
Construction of Community Centre in village Rasoi, Distt. Sonipat (Under Village Development Scheme)	17.41 Lacs	0.35 Lacs	6 months	1000/-	28.10.2013 Upto 17.01 Hrs. to 17.11.2013 Upto 17.00 Hrs.

1. The eligibility criteria has been defined in the Tender document.
2. For details and e-tendering schedule, visit website <http://hsiidc.org/> / <http://hsiidc.etenders.in>

Asstt. Gen. Manager(IA)  
HSIIDC Industrial Estate,  
Rai, (Sonapat)  
Phone No.0130-2366833

## SECTION-1 (II)

### DETAILED NOTICE INVITING TENDER/BIDS

Online Bids are invited from enlisted bidders with HSIIDC, PWD (B&R), PWD (Public Health) Haryana, NDMC, CPWD & MES for the following work :

Name of Work	Estimated cost (Rs. in Lacs)	Bid Security/Earnest Money (Rs. in Lacs)	Cost of Tender Documents (Rs. )	Time Limit	Date and time for bid preparation to Hash Submission.
Construction of Community Centre in village Rasoi, Distt. Sonipat (Under Village Development Scheme)	17.41 Lacs	0.35 Lacs	1000/-	6 months	28.10.2013 Upto 17.01 Hrs. to 17.11.2013 Upto 17.00 Hrs.

1. Tender Documents can be downloaded online from the Portal <http://hsiidc.etenders.in> by the Contractors after registration on the Portal.
2. The bids are required to be submitted on single percentage basis above or below the Bill of Quanties (BOQ) rates given in section-5 in figures as well as in words in the space provided in section - 6, Tender Form for filling rates (form of bid).
3. As the Bids are to be submitted online, these are required to be encrypted and digitally signed, the Bidders are advised to obtain the same at the earliest if not obtained earlier. For obtaining Digital Certificate, the Bidders may contact the representative of Next Tenders, the service Providers of Electronic Tendering System or any other service provider.

4. The bidders can submit their tender documents on line as per dates mentioned in the key dates mentioned below:

sr. No.	HSI IDC Stage.	Contractor Stage	Start Date & Time	Expiry Date & Time	Envelops
1	Release of Tender	-	25.10.2013 09.00 Hrs.	28.10.2013 17.00 Hrs.	-
2	-	Download Tender Document	28.10.2013 17.01 Hrs.	17.11.2013 17.00 Hrs.	-
3	-	Online Tender Document fee payment, Bid Preparation & Hash Submission	28.10.2013 17.01 Hrs.	17.11.2013 17.00 Hrs.	Price Bid Envelope, Technical Envelope
4	Technical and Financial Lock	-	18.11.2013 09.01 Hrs.	18.11.2013 17.00 Hrs.	Price Bid Envelope, Technical Envelope
5	-	Re-encryption of Online Bids	18.11.2013 17.01 Hrs.	19.11.2013 17.00 Hrs.	Price Bid Envelope, Technical Envelope
6	-	Manual Submission of BS and (Technical) Documents.	20.11.2013 09.01 Hrs.	20.11.2013 17.00 Hrs.	BS & Documents
7	Open BS & Technical / PQ bid	-	21.11.2013 09.01 Hrs.	21.11.2013 17.00 Hrs.	Technical Envelope
8	Technical Evaluation	-	21.11.2013 17.01 Hrs.	22.11.2013 17.00 Hrs.	Technical Envelope
9	Open Financial/Price bid	-	25.11.2013 09.01 Hrs.	25.11.2013 17.00 Hrs.	Price Bid Envelope

5. The Bidders can download the bidding documents from the Portal. <http://hsiidc.etenders.in>. Tender Document Fee Rs.1,000/- has to be paid online during the Bid Preparation and Hash Submission stage and Bid Security has to be submitted in a separate sealed BS envelope. The desired Contractors shall have to pay the Tender Document Fee mentioned against the work at the time of Bid Preparation and Hash Submission stage. The Bid security will have to be in any one form as specified in the Bidding Document. The BS envelope has to reach the Office of the Asstt. Gen. Manager (IA), HSI IDC Industrial Estate, Rai, Distt. Sonapat on or before the date as mentioned in the above table. However, as the details of the BS are required to be filled at the time of Bid Preparation and Hash Submission stage, the Bidders are required to keep the BS ready appropriately.

6. The tender shall be submitted by the tenderer in the following three separate envelopes online:

- |                                   |   |               |
|-----------------------------------|---|---------------|
| 1. Bid Security/Earnest Money     | - | Envelope 'BS' |
| 2. N.I.T. and Technical Bid       | - | Envelope 'T1' |
| 3. Tender in Form - A (Price Bid) | - | Envelope 'C1' |

**Note: Bidders are required to submit the physical BS in a physical BS Envelope - 'BS' and any other document related to Technical Bid which cannot be submitted online in a physical Technical Envelope - 'T1'. Price Bids are to be submitted mandatorily online and shall not be accepted in physical form.**

Reference of the BS is to be mentioned online. Also, in case of Technical Bids, the list of documents being submitted physically is to be uploaded online.

Above envelopes, as applicable, shall be kept in a big outer envelope, which shall also be sealed. In the first instance, the Envelope - 'BS' of all the Bidders containing the Earnest Money shall be opened online and physically. If the Earnest Money is found proper, the Envelope 'T1' containing Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelope 'C1' shall be opened only if the Tenderers meet the qualification criteria of the Technical Bid document.

**THE CONTRACTUAL AGENCIES WILL SUBMIT THE NECESSARY DOCUMENTS AS UNDER.**

**Envelope 'BS' - Bid Security/Earnest Money Envelope**

Physical BS Envelope - The Bid Security will have to be in any one of the forms as specified in the Bidding Document.

Online BS Envelope - Reference details of the Earnest Money Deposit instrument and scanned copy of the Bid Security.

**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 and also, the list of such documents that cannot be submitted online, if any.

Physical Technical Envelope - All the Information and Documents / Certificates as required to be submitted as per the Tender that cannot be submitted online, if any.

In case financial bid is submitted and technical bid, Bid Security is not submitted by any bidder, and then bidder would be debarred from further tendering in HSIIDC for a period of minimum 2 years.

## Envelope 'CI' - Price Bid Envelope

To be submitted mandatorily online - Information related to Price Bid of the Tender both these Envelopes 'BS' and 'TI' shall be placed in another envelope 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 not be required. Envelope 'TI' will be only opened if the Contractual Agency fulfills conditions in Envelope 'BS'.

The Contractual Agencies can submit their tender documents as per the dates mentioned in the Key Dates above.

### CONDITIONS:-

- 1) DNIT & eligibility criteria can be seen on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & liable to be rejected.
- 3) In case of the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 4) HSIIDC reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The tender without earnest money will not be opened.
- 6) The jurisdiction of court will be at Sonapat.
- 7) The financial bids of the bidders who does not satisfy the qualification criteria in the bid documents will not be opened 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 opening of technical bids. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modifications in the terms and conditions of the bid, the bids security of that bidder may be forfeited.
- 9) If the agency submitted financial bids through e-tendering but fails to submit either bid security or the technical bid or both, then the agency will be debarred from further e-tendering in HSIIDC for two year.

Sd/-  
Asstt. Gen. Manager(IA),  
HSIIDC Indl. Estate,  
Rai, Distt. Sonapat  
Phone No. 0130-2366833

## SECTION 2

Name of Contractor : \_\_\_\_\_  
\_\_\_\_\_

Name of Work : Construction of Community Centre in village Rasoi, Distt.  
Sonipat (Under Village Development Scheme)

**Haryana State Industrial & Infrastructure Development Corporation (hereinafter called the HSIIDC).**

**(Form F-1)**

### PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

#### **General Rules & Directions for the Guidance of Contractors**

**Rule- 1.** All work proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Asstt. Gen. Manager (IA) and would also be advertised in the newspapers as well.

This Form will state the work to be carried out, as well as, the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with tender and the amount of the security deposit, to be deposited by the successful tender and the percentage, if any, to be deducted from bills Copies of the specifications, designs and drawings, estimated rates/ Haryana PWD Schedule of rates 1988 and any other document required in connection with the work, signed for the purpose of identification by the Asstt. Gen. Manager (IA) shall also be open for inspection by the contractors at the office of the Asstt. Gen. Manager (IA) during office hours.

**Rule-2** In the event of the tender being submitted by a firm, 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 him to do so.

**Rule-3.** No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work, to which they refer, written outside the envelope.



**Rule-4.** The Asstt. Gen. Manager (IA) or his duly authorized assistant will open tenders in the presence of any intending contractors or their authorized representatives or Agents who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable Form. In the event of a tender being accepted, a receipt for earnest money forwarded there with shall there upon be given to the contractor who shall for the purpose of identification sign. Copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the tenderer concerned.

**Rule-5.** HSIIDC shall have the right of rejecting all or any of the tenders.

**Rule-6.** The HSIIDC 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 receipt, on behalf of the firm.

**Rule-7.** The receipt issued by an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment of such payment to the Asstt. Gen. Manager (IA) unless the same is signed by the concerned Asstt. Gen. Manager (IA).

**Rule-8** The memorandum of work tendered for and the memorandum of materials to be supplied by HSIIDC and their issue rates, shall be filled in and completed in the Office of the Asstt. Gen. Manager (IA) before the tender form is issued. If a form is issued to an intending tender without having been so filled in & completed he shall request the office to have this done before he completes and delivers his tender.

**Rule No.9:** The tender shall not be burdened or loaded with any conditions. Only premium or rebate shall be quoted. A conditional tender is liable to be rejected out rightly at the discretion of the accepting authority. In the alternative, the accepting authority may treat the conditions as nil and void and make a counter offer to the tenderer to do the work and the premium or rebate quoted by him without the condition. If the contractor who submitted the tender refuses to accept the said counter offer to do the work at the premium of rebate quoted by him without the conditions within one week of the said offer having been made by the accepting authority, the earnest money which a complete the tender shall stand forfeited and the contractor shall have not claim to the same whatsoever.

**Rule No.10:** Any person who submits a tender shall fill up the usual printed form stating the percentage above or below the ceiling rates at which he is willing to undertake the work. Only

one single rate of percentage above or below on all items ( all Civil, Public Health and Electrical items including all N.S items of civil, public health and electrical items ) shall be mentioned in the space provided in the Tender Form. Any rate entered outside this space may render the tender invalid. If 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.

**Asstt. Gen. Manager (IA)  
HSIIDC, Indl. Estate, Rai**

**MEMORANDUM**

- a) General Description : Construction of Community Centre in village Rasoi, Distt. Sonipat  
(Under Village Development Scheme)
- b) Estimated Cost : Rs. 17.41 Lacs
- c) Earnest money : Rs 0.35 Lacs
- d) Security Deposit 5% (including earnest money)
- e) Percentage, if any, to be deducted 5%
- f) Time allowed for the work  
from date of allotment of work: Six Months

Should this tender be accepted I/We hereby agree to abide by and fulfill all the 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 Corporation or its successors in office, the sums of money mentioned in the said conditions.

The sum of Rs.----- is herewith forwarded in demand draft No.-----Dated -----as earnest money the full value of which is to be absolutely forfeited by the Corporation or its successors in office, without prejudice to any other rights or remedies of the said Corporation, or its successors in office should I/We fail to commence the works specified in the above memorandum or otherwise the said sum of Rs.----- shall be retained by the Corporation on account of the security deposit specified in clause 1 of the said conditions of contract. Should I/We withdraw or modify the tender within the period of bid validity, my/our earnest money will stand forfeited to the said Corporation.

(Signature of the Contractor)

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 2013

Witness

Occupation

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

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 2013

Signature of the  
Officer by whom accepted

## SECTION-3

### INSTRUCTIONS TO BIDDERS (ITB)

1. Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bidding/tendering, etc.) are synonymous.

#### **2. Eligibility Criteria**

This Invitation for Bids is open to all bidders registered with HSIIDC, PWD (B&R) Haryana NDMC New Delhi, and CPWD & MES who fulfill the qualification criteria prescribed as under:

**“The agency should have successfully completed works of similar nature during the last five years.”**

For this, a Certificate from the employer shall be submitted along with the application incorporating clearly the name of the work, Contract value, billing amount, date of commencement & completion of works, satisfactory performance of the Contractor and any other relevant information.

### SUBMISSION OF BIDS

#### Conditions/Guidelines for e-tendering.

1. These conditions will overrule the conditions stated in the tender documents, wherever relevant and applicable.
2. Registration of Contractors on HSIIDC's website <http://hsiidc.etenders.in>.

All the Contractors register with HSIIDC, intending to buy the tender document online are required to register for Electronic Tendering on the website- <http://hsiidc.etenders.in> order to participate in the tenders located using the Electronic System.

The Contractors registered with other Departments who are also eligible to participate in the Tenders process by HSIIDC, are also required to be registered on the Electronic Tendering System in **GENERAL** category.

For more details, please see the information in Registration Info link on the Home Page.

#### **3. Obtaining a Digital Certificate:**

The Bids required to be submitted online should be signed electronically with a Digital Certificate to establish the identity of the Bidder for bidding online. These Digital Certificates are issued by an approved Certifying Authority, authorized by the Controller of Certifying Authorities, Government of India.

A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by the banker with whom the contractor maintains the account with. Only upon the receipt of the required documents, a Digital Certificate can be issued.

The registered contractors may obtain Class - II B Digital Certificates from any Certifying Authority or Sub-Certifying Authority authorised by the Controller of Certifying Authorities or may obtain information and application format and documents required to issue of digital certificate from:

1. NexTender (India) Pvt. Ltd.  
Yuchit, Juhu Tara Road, Mumbai-400049  
Email: [support@nextenders.com](mailto:support@nextenders.com)
  
2. Nextender (India) Pvt. Ltd.  
Old PWD (B&R) Haryana, Nirman Sadan Building (Basement)  
Plot No. 1, Dakshan Marg, Sector-33A, Chandigarh - 160020  
Tel. 0172-2618292  
Email : [chandigarh@nextenders.com](mailto:chandigarh@nextenders.com)  
for Technical Assistance at Gurgaon :  
Mr. Sanjay Kumar, Cell No. +91 8743042801  
for Technical Assistance at Rohtak :  
Mr. Kapil Ghai, Cell No. + 91 9255125260

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 Authorised User loses his / her Digital Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Authorised User is advised to back up his / her Digital Certificate and keep the copies at safe place under proper security to be used in case of emergencies.

In case of online tendering, if the Digital Certificate issued to the Authorised 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. A Firm has to authorize a specific Individual via an Authorisation Certificate / Letter signed by the majority of the Partners to use the Digital Certificate as per Indian Information Technology Act 2000. Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed by the HSIIDC 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 Partners of the Firm to inform the Certifying Authority or Sub Certifying Authority, if the Authorized User changes, and apply

for a fresh Digital Certificate and issue an Authorization Certificate for the new Authorised User. The procedure for application of a Digital Certificate will remain the same for the new Authorised User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorisation Certificate will have to be signed by the Directors of the Company.

#### **4. Opening of an Electronic Payment Account:**

For purchasing the tender documents online, contractors are required to pay the tender document fee online using the electronic payments gateway service as mentioned in the Bid Documents.

Following modes of electronic payments are accepted on the electronic tendering system.

- a) **Credit Cards** - Electronic Credit Card Transactions through the following Credit Card sypes are supported: Master Card / VISA / American Express / Diners Club International / JCB Cards / Citibank E-Cards.
  
- b) **Internet Banking**- Electronic Internet Banking Transactions through Internet Banking Accounts of the following Banks are supported: HDFC Bank / Citi Bank / ICICI Bank / IDBI Bank / UTI Bank / Oriental Bank of Commerce/ Global Trust Bank / Federal Bank / Centurion Bank of Punjab Limited / IndusInd Bank / Kotak Mahindra Bank / Punjab National Bank.

#### **5. Set up of Machine**

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

#### **6. Online Viewing of Detailed Notice Inviting Tenders:**

The Contractors can view the detailed Notice Inviting Tenders and the detailed Time Schedule (Key Dates) for all the packages processed by HSIIDC using the Electronic Tendering System on the <http://hsiidc.etenders.in>

## **7. Purchase of Tender Documents**

Online Purchase/Download of Tender Document : The tender documents can only be downloaded from the electronic tendering website <http://hsiidc.etenders.in> after logging in with a valid Username and Password or from HSIIDC website <http://hsiidc.org>. It is to be noted that it is mandatory that the tender document is download from the electronic tendering website to be able to submit electronic bids. The payment of the Tender Document fee has to be made before preparation and submission of bid. The last date of the submission of Tender Document Fee is as indicated in Detailed Notice Inviting Bids.

## **8. In case online Query processing facility of online bidding is functional:**

Prospective bidder should notify the Employer through the query processing facility available online set up to the date and time indicated in the Notice Inviting Tender. In Such case, the copies of the employer response will be displayed on line including a description of the enquiry, but without identifying its source.

Prospective bidders can participate in the pre-bid meeting using the Query processing facility available online. Prospective bidders can use the Query processing facility available on-line to do so but not later than one week before the meeting. Responses given will be displayed online without delay.

## **9. Submission of Bid Seal (Hash) of Online Bids:**

Submission of Bids will be preceded by submission of the digitally signed Bid Seals (Hashes) as stated in the Tender Time Schedule (Key Dates) published in Detailed Notice Inviting Bids.

The information related to bids should be filled in or uploaded in the available templates under each envelope. After filing templates/uploading documents online, the hash of each envelope is required to be generated and digitally signed by a digital certificate of the person duly authorised to sign on behalf of the bidder.

## **10. Generation of Super Hash:**

After the expiry of the time of submission of digitally signed Bid Seals (Hashes) by the Contractors, has lapsed, the bid round will be closed and a digitally signed Tender Super Hash will be generated by the authorised Official of HSIIDC. This is equivalent to sealing the Tender Box.

## **11. Submission of actual online Bids:**

Contractors have to submit their encrypted Bids online and upload the relevant documents for which they generated the respective Hashes during the stage of Bid Preparation and Hash Submission after the generation of Super Hash within the date and time as stated in the Detailed Notice Inviting Bids (Key Dates). The Electronic Bids of only the Contractors who have submitted their Bid Seals (Hashes) within the stipulated time, as per the Tender Time Schedule (Key Dates), will be accepted by the Electronic Tendering System. A Contractor who does not submit his Bid Seals (Hashes) within the stipulated time will not be allowed to submit his Bid.

Note: The bidder shall fill/upload the information related to bids in the available templates under two separate envelopes marked “TI” and “CI”. After filling templates/uploading documents online, the hash of each envelope is required to be generated and to be digitally signed. The documents that can not be submitted online should be submitted as in manual Bids in the relevant physical envelopes. The physical envelopes should be submitted before the end time and date of the stage - ‘Re-encryption and Submission of Bid Data’ as indicated in the Notice Inviting Tenders. In case of online Bids, no information related to “Financial Bid” shall be accepted manually.

## **12. Submission of Cost of Bid Documents and Bid Security:**

Contractor has to submit cost of bid document online. Bid Security in the form as prescribed in Section - I (ITB) of bid document is to be delivered alongwith cost of documents in a sealed envelope to the officer well in stipulated time as prescribed in list of important dates.

## **13. Opening of Electronic Bids:**

Electronic bid of contractors, whose cost of bid document and bid security have been received before stipulated time, will only be opened.

The online bids will then be opened through the website <http://hsiidc.etenders.in> The hashes of each bid will be matched with the hash generated and submitted during the state - “Bid preparation and Hash Submission’. In the event of a mismatch, the bid in question will be liable for a due process of verification by HSIIDC.

## **14. Key Dates:**

The contractors are strictly advised to follow dates and times as indicated in the Detailed Notice Inviting Bids. The date and time as indicated in the top-right of the web-page is the system time and will be binding on all contractors. All online activities are time tracked



and the system enforces time-locks that ensure that no activity or transaction can be take place outside the start and end dates and time of the stage as defined in the Notice Inviting Tenders.

**15. Online query system is not functional for this package.**

**16. In case there is any contradiction in tender process then instruction contained in the guidelines for e-tendering will prevail.**

**17. Deadline for Submission of the Bids**

Complete Bids (including technical and financial) must be received by the Employer at the address specified above not later than the date indicated in schedule. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

**18. The Employer may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.**

## SECTION 4 (I)

### CONDITIONS OF CONTRACT

**Clause 1:** The person/ persons whose tender may be accepted (hereinafter called the Contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to a maximum of 5% of all moneys so payable. Such deductions shall be held by Corporation by way of security deposit. All compensation or other sums of money payable by the Contractor to the Corporation under the terms of this contract may be deducted from the security deposit account or from any sums which may be due or may become due to the Contractor by Corporation on any account whatsoever. In the event of his security deposit being reduced by reason of any such deduction, the Contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from his security deposit.

**Clause2:-** 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). 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 months 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 the 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 compensation as mentioned below:-

(i) If the work is not initiated or left before the middle stage i.e. the work paid is less than 60% then compensation will be levied @ 2% per week of delay subject to a maximum of 10% of the original tender cost, as advertised in the newspaper.

(ii) If 60% work is over and paid and then left incomplete or delayed then percentage compensation will be levied @ 2% per week subject to a maximum of 5% of the tender cost.

(iii) If 80% work is already paid and then left in-complete or delayed then percentage compensation will be levied at the rate of 2% per week of the tender cost subject to a maximum of 2% of the tender cost.

(iv) The MD/HSI IDC will have the power to reduce or waive the penalty/compensation after receiving the representation from the contractor and it is felt that penalty is wrong-fully imposed but such representation will be entertained only after the contractor first completes the work and then makes the representation. The decision of MD/HSI IDC will be final and will not be challengeable before the arbitrator or any other court of law in the country.

(v) The date of completion of work will be the one on which the contractor has received the completion certificate from the Engineer-in-Charge.

**Clause 3:** In any case, in which under any clause or clauses of this contract the Contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments), the Senior Manager/AGM/DGM on behalf of the Corporation shall have power to adopt any of following course as he may deem best suited to the interest of Corporation.

(a) To rescind the contract of which rescission notice in writing to the Contractor under the hand of the Senior Manager/AGM/DGM dispatched by registered post to the address of the Contractor given in the Tender shall be conclusive evidence and in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.

(b) To employ labour 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 and crediting him with the value of the work done at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Senior Manager/AGM/DGM as to the value of the work done, and quantity, rate & amount of the labour and material employed for doing the work shall be final and conclusive against the Contractor.

(c) To measure the work of the Contractor and to take such part there-of as shall be unexecuted out of his hands and to give it to another Contractor to complete. In such case, any expends which may be incurred in excess of the sum which would have been paid to the original Contractor shall be borne and paid by the original Contractor.

Certificate in writing of the Senior Manager/AGM/DGM in respect of work taken out of the hands of original Contractor, and the excess expenditure incurred shall be final and conclusive. This money may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit.

In the event of any one or more of the above courses being adopted by the Senior Manager/AGM/DGM, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advances on account of or with a view to the execution of the work for the performance of the contract and in case the action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work actually executed under the contract, unless and until the Senior Manager/AGM/DGM will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

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

**Clause 5:** If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to Senior Manager/AGM/DGM within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid. The Corporation shall, if in its opinion (which shall be final) reasonable grounds be shown there-for, authorize such extension of time, if any, as may, in its opinion be necessary or proper.

**Clause 5-A :** Contractor shall deliver in the office of the Senior Manager/AGM/DGM, on or before the 10th day of every month, a return showing details of any work claimed for as extra and such return shall also contain the value of such work as claimed by the Contractor, which value shall be based upon the rates and prices mentioned in the contract or in the Haryana Schedule of Rates read with the premiums fixed by the Central Zonal Committee on the approval of Direction Committee of Chief Engineers as in force on the date of submission of the tender (these two documents read together to be hereinafter referred as HSR). 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 Government under or in respect of or in any manner arising out of the execution of work. The Contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claims not so included whatsoever be the circumstances.

**Clause 6 :** Without prejudice to the rights of Corp. under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the SM/AGM/DGM(IA) (therein after 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 of 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, or of which he may have had possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor, If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he

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, be entitled to receive a monthly payment proportionate to the part thereof then approved & passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by ways of advances against the final payment 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 of performance of the contract, or any part thereof in any respect or according 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 deduction referred to in clause 1 herein before or such part thereof as may be due to the contractor under this contract shall be payable to the contractor after a period of three months has lapsed after payment of final bill.

**Clause 8:** A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer - in - charge for the work executed in the previous month. The Contractor shall submit all bills on the printed forms available with the department. The charges in the bills shall always be entered at the rates specified in the tender. In 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. Final bill in respect of the Contract shall be submitted by the Contractor within 30 days of the date

fixed for completion of the Work or the date of the certificate of completion furnished by the Engineer-in-charge. Engineer - in - charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, if possible, before the expiry of 10 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 countersignature to the measurement list will be sufficient warrant. The 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 on the printed forms to be had on application at the office of the Engineer-In-Charge, and the charges in the bill shall always be entered at the rates specified in the tender or 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 prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule of memorandum, have to be 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 on 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 the '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 if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such material unless with such consent and shall have no claims

for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

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

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

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

**Clause 12 :** The Engineer - in - charge shall have power to make any alteration in, omissions from, addition to or substitutions for the original specifications, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with such instructions given to him in writing signed by the Engineer - in - charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. Such altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer - in - charge shall be conclusive as to such proportion. If the rates for the altered, additional or substituted work cannot be determined in the



manner specified above then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer - in - charge of the rate which he intends to charge for such class of work. If the Engineer - in - charge does not agree with 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 provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the Corporation shall be final.

**Clause 13 :** If at any time after the commencement of the work, the Corporation shall for any reason whatsoever not require the whole work, or part thereof, as specified in the contract to be carried out, the Engineer - in - charge shall give notice in writing of the fact to the Contractor who shall have no claim to 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, that which he did not derive in consequence of the full amount of the work not having been carried out. The Contractor shall also not have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**Clause 14 :** If it shall appear to the Engineer - in - charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within 6 months of the completion of the Work from the Engineer - in - charge specifying the work, materials or articles complained of, notwithstanding that the same may have been 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 proper charge and cost. In the event of his failing to do so within a period to be

specified by the Engineer - in - charge in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1% of the estimated cost of the Work (as shown in the tender) for every day not exceeding ten days, while his failure to do so shall continue. In the case of any such failure, the Engineer - in - charge may rectify or remove and re-execute the work or remove and replace with others, the 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 Contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of Engineer - in - charge or his subordinate to visit the Work 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 7 days' notice in writing to the Engineer - in - charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up, 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 expenses or in default there of no payment of allowances shall he made for such work or the materials with which the same was executed.

**Clause 17 :** If the Contractor or his workers shall break, deface, injure or destroy any part of building in which they may be working, or any building, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, grass or cultivated ground contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults of imperfections appear in

the Work within 12 months after a certificate final or otherwise of its completion shall have been given by the Engineer - in - charge as aforesaid, the Contractor shall, upon a receipt of a notice in writing in that behalf, make the same good at his own expense. In default, the Engineer - in - charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then, or at anytime thereafter may become due to the Contractor, or from his security deposit or the proceeds of 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 Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for proper execution of the work, whether original, altered or substituted and whether included in the Specifications or other documents forming part of the Contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefor 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 work and counting, weighing and assisting 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 or from his security deposit or the proceeds of sales thereof or of sufficient contract portion thereof.

The Contractor shall also provide all necessary fencing and lights required to protect the public from accident. He 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 precautions and to pay any damages 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 compromising 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 action 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 incurred as a result of a such claims.

**Clause 19 (a):** No labour below the age of 12 years shall be employed on the work.

**Clause 19 (b) :** The contractor shall not pay his labourers 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, sub-section (1) of the workman's Compensation Act., 1923, Corp. is obliged to pay compensation to workman employed by the contractor, in execution of the works, Corp. will recover from the contractor the amount of the compensation so paid and without the prejudice to the rights of Corp. Under section 12, sub-section (2) of the Act Corp. 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 Corp. to the contractor whether under this contract or otherwise.

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

**Clause 21:** The contract shall not be assigned or sublet without the written approval of the Engineer - in - charge. And if the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any in-solvency proceedings or make any composition with his creditors or attempt to do so or give 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 servants or agents to any public officer or person in the employ of Corporation in any way relating to his office or employment or if 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 thereupon stand forfeited and be absolutely at the disposal of the Corporation and the same consequences 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 there-for 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 Corporation without reference to the actual loss or damage sustained, and whether or not any damages shall have been sustained.

**Clause 22(a):** Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever and any other sum bound to be due to Corporation 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 Corporation 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 subject to the approval in all respects of the Engineer-in-charge 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 extra ordinary 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 standstill though no fault of the Contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned damim for payment and extraudion any nature to be referred to corp for decision the M.D., HSIIDC.

#### **ARBITRATION CLAUSE**

**Clause 25 (a) (i):** If any dispute or difference of any kind whatsoever shall arise between the Corporation/ his authorized agents 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 SM/AGM/DGM(IA) 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 SM/AGM/DGM(IA), in charge as aforesaid with all due diligence whether he or the Corp. is authorized agent requires arbitration as hereinafter provided or not. If the SM/AGM/DGM (IA), 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 subject matter of arbitration at all. If the SM/AGM/DGM(IA), in charge of the work fails to convey his decision within a period of sixty days from the date on which request has been made to the SM/AGM/DGM(IA) request General Manager that the matters in dispute be referred to arbitration as hereinafter provided.

2. All disputes of differences in respect of which the decision is not final and conclusive shall at the request in writing of either party, made in a communication sent through Registered A.D. Post be referred to the sole arbitration of any serving General Manager (IA)/DGM (IA) to be nominated by designation by the M.D.HSIIDC at the relevant time, there will be no objection to any such appointment that the arbitrator so appointed is a Corp. 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 Corp. servant he had expressed his views on all or any of the matters in dispute. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor-in-office as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In case the arbitrator nominated by the M.D.HSIIDC is unable or HSIIDC unwilling to act as such for any reason, whatsoever the M.D. 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 M.D.HSIIDC 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 counterclaim 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 General Manager and its being heard or/ and has been finally decided by the SM/AGM/DGM(IA), 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 SM/AGM/DGM (IA), In charge of the work, if it is being heard or has already been decided by the SM/AGM/DGM (IA).

(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 Corp. and has been so decided finally by the HSIIDC.

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 involving arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor, furnishes to the satisfaction of the SM/AGM/DGM(IA), In charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award:-

<b>AMOUNTS OF CLAIMS</b>	<b>RATE OF SECURITY DEPOSIT</b>
(i) For claims below Rs. 10,000	2% of amount claimed.
(ii) For claims of Rs. 10,000 and Above and below Rs. 1,00,000.	5% of amount claimed.
(iii) For claims of Rs. 1,00,000 and	10% of amount claimed.

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

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

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 SM/AGM/DGM(IA), - 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 rescission,

or

(e) of receiving an intimation from the SM/AGM/DGM(IA), 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 claim 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 specifies 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 pending of arbitration shall not restraint Corp. 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 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 proceeding shall be conducted in accordance with the provision of the arbitration Act. 1940, or any other law in force for the time being.

**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 thereof or on connection there with unless he has obtained permission in writing from the Engineer - in - charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the Contractor by the Engineer - in - charge will be debited to the Contractor in his account at the rates 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 purpose 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 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 Contractor within fifteen days from such date without prejudice to the rights of Corporation should the Contractor fail to comply with the above requirement any excess or short charge on account of such increase or decrease shall 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 enquired for burning bricks will not be taken into consideration or for an articles which form part of a finished work or 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:** Work shall be carried out in accordance with the Haryana PWD Specifications 1990 (to be read with up to date A&C slips). In the event of there being no specifications, 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 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 district specifications, and in the event of there being no district specification, than 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 "works" or where used in these conditions shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the work by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

**Clause 30:** The percentage referred to in clause 1 of these Conditions of Contract will be calculated on the gross amount (value of finished work including cost of materials whether issued by the Government against price or direct) or (i) the items of work to which the rates in the tender apply and also (ii) the items of work for which rates exist in the Haryana Schedule of Rates.

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

#### **ADDITIONAL CLAUSES**

**Clause 32:** The contractor states that he is not related to any of the officers employed by the HSIIDC.

**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 so dug will be filled in by the Corp. at the cost of the contractor.

**Clause 34:** Fair wage clauses are 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 plan which have been signed by the contractor are 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 with-held till the bill is passed and the recoverable amount is first made good.

**Clause 39 :** All royalty and compensation for building stone, bajri, stone metal and earth 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 Octroi charges, sales taxes, service tax etc. In case the service tax in full or part is payable/paid by the corporation that shall be recoverable from the contractor.

**Clause 41:** It will be the responsibility of the contractor to ensure that the trees at the site of work and in the vicinity or their fruit etc., are not damaged by his labour or agent. The assessed 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 Corp. 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 corp. 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 corp. and no claim whatsoever on this account will be entertained.

**Clause 45:** The Corp. reserves option to take away any items of the work or part thereof any time during the currency of the contract and re-allot it to another agency with due notice to 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 to 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 whatsoever will be payable on account of any delay or default in the supply of material mentioned in the List of material to be issued to the contractor by the Corp. and consequence 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:** Sales Tax/ Income Tax will be deducted form gross payment as per govt. instructions.

**Clause 52:** The contractor shall be liable to pay the ESI/CPF/EPF/ contribution, workers welfare cess etc. as applicable or as applied during the pendency of the contract under the provision of Provident Fund Act/ Labour Act to the persons engaged and shall have the registration with Regional Provident Fund Commissioner/ and Labour Officer etc. under Provident Fund Act/ Labour Act as applicable from time to time. The Corp. shall not be responsible for any default committed under these Acts.

## FAIR WAGES CLAUSES

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

**Explanation :** 'Fair Wage' means wage whether for time or piece-work notified at the time of inviting tenders of the work and where such wages have not been so notified the wages prescribed by the Public Works Department, Building and Roads Branch, Labour Deptt. 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, and 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 or wages period deductions from wages recovery of wages not paid and deduction unauthorisedly made maintenance of wage work, 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 SM/AGM/DGM(IA), concerned shall have the right to deduct. from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not justified by the terms of the contract for non-observance of the regulations referred to in clause (c) above.

(e) Vis-à-vis the Corp., 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 part of this contract.
- (g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors the authorities concerned should obtain a certificate from the contractors that he has made payment to all the workers connected with the execution of the work for which the payment is being made.
- (i) Contractors employing 50 or more workers on the site of a particular work, should provide facilities of housing, latrines, water and light to their workers at their own expense.
- (j) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the latest. The spread over should in no case exceed 10 hours. Workers working beyond these hours, should be paid overtime wages at the double the ordinary rate of their wages calculated by the hour.

**HARYANA STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.  
CONTRACTOR'S LABOUR REGULATION**

**1. Short title**

These regulations may be called HSIIDC Contractor's Labour Regulations.

**2. Definition**

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

(1) Labour means workers employed by HSIIDC contractor's 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 Labour Deptt. Haryana for the district in which the work is 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 in a clean and legible condition in conspicuous places of 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 SM/AGM/DGM(IA), 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 directly.

(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 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 deduction made from the wages within an indication in each case of the ground for which the deduction is made from the wage.
- (f) Wages actually paid for each wage period.

(ii) The contractor shall also maintain a wage slip for each worker employed on the work. The wage slip shall contain all the particulars given in the wage book.

(iii) The SM/AGM/DGM (IA) 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**

(i) 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 deduction which the Government may from time to time allow.

(ii) 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.

(iii) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to Five paise in a rupee of the wage payable to him in respect of that wage period.

(iv) No fine imposed on any worker shall be recovered from him by installments, or after the expiry of 90 days from the date in which is was imposed.

**(8) Register of Fine etc.**

1. The contractor shall maintain a Register of fine and of all deduction for damage or loss Such Register shall maintain the reason for which fine was imposed or deduction for damage or loss 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 in 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 an person authorized by the Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the 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 authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the SM/AGM/DGM(IA),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 authorized 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 SM/AGM/DGM (IA) concerned, but subject to such appeal, the decision of the Labour Welfare Officer shall be final and binding upon the contractor.

**(13) Representation of Parties**

(1) A workman shall be entitled to be represented in any investigation or enquiry 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 enquiry under these regulations by:

- (a) An employer of an association of employers of which he is a member.
- (b) An officer of an association of employers to which the association referred to in clause (a) is affiliated.
- (c) Where the employer is not a member of any association of employers by an officer of an association of employers connected with or by any other employer is engaged.

**(14) Inspection of Books**

The contractor shall allow inspection of Wage Book, the Wage Slips and Register of Fines and deduction to any of this worker 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 be regulated by (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 specified. from time to time.

**(16) Licensing of Contractor**

Every contractor who employs or who employed on any day of the preceding 12 calendar months, 20 or more workmen, is covered by the act and is required to obtain a license. The contractor should obtain the necessary license 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 and or 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.

**SCHEDULE No. 1 (NOT APPLICABLE)**

Schedule showing (approximately) materials to be supplied from the HSIIDC Stores for work contracted to be executed and the rates at which they are to be charged for

Sr. No.	Description	Approximate Qty.	Rate to be charged from the contractor	Place of issue for supply
1.	2.	3.	4.	5.
1.	Portland cement in jute stores /HDPE bag to weight 50kg inclusive of weight of bag		(a) Rs..... per bag including the ..... cost of empty cement bag.	At HSIIDC
2.	SFRC Man Hole covers and frames/ Galvanized Malleable iron steps/ RCC Vent shafts, rolled steel beams and other rolled sections for which fixing charges only are payable to the contractor.		Free of cost	-Do-
3.	salt glazed stone ware” pipes / RCC pipes/chutes and other specials for use in the permanent sewerage works.		Free of cost	-Do-
4.	(a) Best quality jute spun tarred hemp yarn for sewers and sanitary works. (b) _____do_____ (for water supply)		(a) Rs. _____ per Kg. Free of cost for labour rate items.	-Do- -Do-
5.	Tor steel rods and section For reinforcement in, random Length as supplied by the Manufacturers of their Accredited agents.		(a) Free of cost (for labour rate items) (b)Rs. .... ( For Through Rate items)	-Do- -Do-

- |    |   |  |                  |
|----|---|--|------------------|
| 6. | Angle iron, flat iron tee iron and other light structural steel including rivets, bolts, nuts and washers etc.  | (a) Free of cost (for labour rate items)<br>(b) Rs. _____<br>(for labour rate items) | -Do-<br><br>-Do- |
| 7. | C.I./ P.V./ H.D.P.E./ G.I Pipe and specials, sluice Valves, Peet valves, Fire Hydrants, Surface boxes And other fittings etc., for which only labour rates is to be paid to the Contractor. | (b) Free of cost<br>( for labour rate items)   | -Do-             |
| 8. | (a) Pig lead for Sanitary Works _____<br>(b) Pig lead for C.I. water Pipes  | (a) Free of cost<br>( for labour rate items)   |                  |

### **NOTES FOR SCHEDULE No. 1 (NOT APPLICABLE)**

1. All the materials shown in Schedule No. 1 will be issued at the place of issue given there and all the cost of carriage from the place of issue to the site of work will be borne by the contractor and this is included in the rate for the work to be carried out by the contractor.
2. In case any quantity of material i.e. cement, steel, coal, or any other controlled or uncontrolled commodity etc. issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work or manufactures of materials required in connection therewith, which is not utilised for the purpose for which it is issued and is otherwise disposed of by him or spoiled or lost or allowed to get deteriorated or used in excess of the quantities actually required to be used as per specifications therein stipulated or 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 Corp. will be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor. In case of other materials issued free of cost, the recovery will be affected at double the stock issue rates.
3. 3% Storage charges will be levied on all material issued to the contractor from stock, the cost of which is recoverable.
4. The contractor will have to make his own arrangement for bricks and tiles.
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.

## Section-4 (II)

### SPECIAL TERMS & CONDITIONS OF CONTRACT

In addition to the terms & conditions as stipulated in contract agreement, following special conditions shall also be applicable in this contract:

1. 5% security will be deducted from running bills and the same will be refunded after three months after the final payment.
2. Officer-in-charge i.e. DGM (IA)/AGM (IA)/SM(IA), HSIIDC, Rai Sonipat will act as Engineer-in-charge in this agreement.
- 3 Work contract, Tax and Income tax, will be deducted from all the bills as applicable from time to time.
- 4 Cess @ 1% of the total cost of construction of project from the payment of the contractor under section-3 of the “Building & Other Construction Workers Welfare Cess Act-1996” & registration of establishment under section-7 of the “Building & Other Construction Workers” (regulation of employment and condition of service tax act 1996) shall be deducted from all running & final bills
- 5 The scope of work can be increased or decreased depending upon the site conditions/requirement, and payments shall be made on the basis of approved rates of N.I.T. Any work got executed outside the scope of items specified in the NIT, shall be paid on the basis of rates and premium provided for the respective item of HSR along, with quoted premium.
- 6 The payment will be made as per items actually executed at site.
- 7 Nothing shall be paid over and above the accepted rates mentioned as above.
- 8 The work shall be carried out strictly as per Haryana PWD specifications only. In absence of specifications from Haryana PWD specifications, specifications from standard Engineering practice, IS code and as per direction of the Engineer-in-charge shall be followed.
- 9 The time period for completion of work shall be **Six months** from the date of handing over of site to the agency.
- 10 Any dispute arising out of this contract shall be limited to the jurisdictions of Sonapat courts only.
- 11 All materials to be arranged by contractor himself, shall be confirming to relevant ISI specification, duly ISI marked and as per list of approved manufactures/ makes by HSIIDC attached in the NIT. Wherever referred ISI codes shall be with its latest amendments.

- 12 H.S.I.I.D.C. reserves its right to get any material tested from M/s Shri Ram Institute for Industrial research or other equivalent reputed test house to ensure quality of material/work. Testing charges shall be borne by H.S.I.I.D.C. But in case of failure of any lot of material, all the work executed with that lot of the material shall be rejected.
- 13 Sampling of work in progress shall be carried out by representative of Engineer-in-Charge, Contractor and shall be got tested from M/s Shri Ram Institute for Industrial research Delhi. Fee of testing shall be borne by the H.S.I.I.D.C. But in case, if any sample fails, cost (testing charges) shall be recovered from agency with a fine of Rs. 10,000.00 per sample, in addition to rectification of defective work, to the entire satisfaction of Engineer in Charge, as defined in the Haryana P.W.D. specifications.
- 14 The contractor shall submit the CAR (Contractor's All Risks) Policy for the awarded value of the work and valid for the entire duration of the work including the extended period of work, if any.  
(The contractor shall provide to the corporation copy of the insurance policies and document taken out by him in pursuance of the contract immediately after such insurance coverage.  
  
If the contractor fails to effect and keep in force insurance, as per the terms of contract, the corporation may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the corporation as aforesaid from any money due or which may become due to the contractor, or recover the same as debit due from the contractor).
- 15 The contractor shall abide by the local laws and regulations governing labour applicable from time to time. During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notification and by laws (including rules), regulation, bye-laws that may be passed or notification that may be issued under any labour law in future either by the state or the Central Government or the local authority.
- 16 The rate to be quoted shall include all allowances for hardness, wetness, sales tax, royalty(compensation) not octroi and all such other charges and taxes leviable if any and nothing extra shall be payable to the agency on this account.
- 17 Nothing shall be paid for any loss and damages done to rain, floods or any other act of God and payment shall be made only for material acceptable to the department. The rate will be firm and binding on the contractor during the currency of contractor including extended time period. No escalation shall be paid for any increase in cost of material or labour.



- 18 Material purchased in excess shall not be measured and paid for and if not removed within one month after completion of the work, the material shall become the property of the HSIIDC and no claim on this account shall be entertained.
- 19 The contractor shall provide suitable measuring arrangement at site for checking of various material supplied by him.
- 20 The contractor shall use Cement of OPC 43 grade as per IS-269-1976 (with latest amendments) of approved makes or equivalent as approved by competent authority / Engineer- Incharge as per details given below :-  
Ambuja, JK, Ultratech, Vikram
- 21 The contractor shall use Fe-500 steel as per relevant IS standards of approved make as per details given below :-  
SAIL, TISCO, RINL.
- 22 The contractor shall use Paints & Distemper as per relevant IS standards of approved make as per details given below :-  
Asian, Berger, Nerolac, ICI Dulex

**AGM/DGM  
HSIIDC,**

**SECTION-5**

**Abstract of Cost.**

<b>Sr. No.</b>	<b>Description</b>	<b>Amount in Rs.</b>
1.	Construction of Community Centre in village Rasoi, Distt. Sonipat (Under Village Development Scheme)	<b>1740149.38</b>
	<b>Total</b>	<b>1740149.38</b>

**Note:** Details of items and their rates are given in Bill of Quantities (BOQ)

## CONSTRUCTION OF COMMUNITY HALL OF VILLAGE - ROSAI (SONIPAT)

### ABSTRACT OF COST

Sr. No./ HSR No.	Description	Unit	Qty	Rate	C.P.	Amount due to CP	Net Effective Rate	Amount (Rs).
1/6.6	Earth work in excavation in foundation, trenches, etc, in all kind of soils, not exceeding 2m depth including dressing of bottom and sides of trenches, stacking the excavated soil, clear from the edge of excavation and subsequent filling around masonry in 15cm layers with compaction, including disposal of all surplus soil, as directed within a lead of 30mtrs.	100 Cum	83.91	1108.10	425%	4709.43	5817.53	4881.49
2/10.33	Cement concrete 1 : 6 : 12 with stone aggregate 20 mm nominal size in foundation and plinth.	Cum	21.41	365.65	450%	1645.43	2011.08	43057.12
3/11.23	First class brick work laid in cement stone dust ( from crusher) mortar 1:5 in foundation & plinth.	Cum	21.86	427.70	600%	2566.20	2993.90	65446.65
4/10.114	Damp Proof Course 40mm thick of cement concrete 1:2:4 using stone aggregate 20mm nominal size with 2 coat of bitumen 20/30 penetration @ 1.65Kg/Sqm laid hot and sanded.	Sqm	10.32	35.05	450%	157.73	192.78	1988.86
5/11.29	First class brick work laid in cement, stone dust (from crusher) mortar 1:4 in first storey upto 4 metres above plinth level	Cum	42.52	465.65	600%	2793.90	3259.55	138596.07

6/10.90	Cement concrete 1:2:4 with stone aggregate 20 mm nominal size for reinforced concrete work in footing, strips, foundation, beams, rafts, pedestals and approach slabs of bridges etc., excluding steel reinforcement and including centring & shuttering, laid in position, complete in all respects (for work upto 1.5 metres below ground level).	Cum	24.80	687.10	450%	3091.95	3779.05	93720.44
7/10.86	Cement concrete 1:2:4 with stone aggregate 20mm nominal size for reinforced concrete work for walls exceeding 20cm thickness (straight and curved), beams, girders, stairs, columns, (square or rectangular) battens and lintels etc, excluding steel reinforcement, but including centring and shuttering, laid in position, complete in all respects.	Cum	31.96	1101.85	450%	4958.33	6060.18	193683.19
8/10.82	Cement concrete 1:1.5:3 with stone aggregate 20 mm nominal size for reinforced concrete work in slabs with inclination not exceeding 25 degree with horizontal, excluding steel reinforcement, but including centering & shuttering, laid in position complete in all respect.	Cum	22.95	997.90	450%	4490.55	5488.45	125959.93
9/10.95	Extra over item no. 10.79 to 10.94 if 1:1.5:3 mix is used, instead of 1:2:4	Cum	79.71	86.90	450%	391.05	477.95	38097.39
10/18.22	Fe-500 EQR TMT steel bars for RCC, works, where not included in the complete rate of RCC including bending ,binding and placing in position complete.	Qtl	87.68	917.05	500%	4585.25	5502.30	482441.66

11/17.12	Chowkats of commercial hard wood such as hollock, champ, chikrassy, and chaplash etc., (non-coniferous timber other than teak conforming to I.S specification no. 1003 kiln seasoned) of doors and windows including iron hold fasts, etc., complete fixed in position.	Cum	0.86	11745.00	300%	35235.00	46980.00	40402.80
12/17.91	Factory manufactured panelled and glazed door shutters of commercial hard wood, such as hollock, champ, chikrassy & chaplash, etc., (non coniferous timber other than teak, conforming to I.S specification no. 1003, kiln-seasoned) with 100 mm wide vertical styles, 150 mm wide lock rail, 200 mm wide bottom rail and 100 mm wide other rails, with panels of 12 mm thick, commercial veneered both side particle board or plywood of B.W.R. grade, hot pressed, including cost of iron hinges, screws, chock/cleats, stops and nails etc. complete fixed in position (excluding the cost of any fittings, other than specified above but including labour for fixing the same in position).							
(C)	40 mm thick	Sqm	58.24	436.00	300%	1308.00	1744.00	101570.56
13/17.71	Cost of iron fittings, complete for doors and windows, such as tower bolts, handles etc. and screws for these fittings (excluding sliding bolts.)							
(b)	for double leaf shutter	Sqm	29.12	10.15	300%	30.45	40.60	1182.27
14/6.13 (a)	Earth filling under floors with surplus soil excavated from foundation and taken only from outside the building plinth, in 15cm layers							

	including ramming watering and consolidating lead upto 30 meters.							
<i>Note :-</i>	<i>Earth carried for a distance of 10 km, therefore carriage, loading, unloading and compensation etc</i>	100 Cum	213.18	343.40	370%	1270.58	1613.98	3440.64
15/6.4	Compensation for earth, taken from private land.	100 Cum	213.18	35.00	5000%	1750.00	1785.00	3805.22
16/5.2	Carriage of materials (metalled roads), lead more than 0.48 Km. excluding loading, unloading and stacking. (lead - 10km)	Cum	213.18	28.50	450%	128.25	156.75	33415.56
17/4.1	Loading & 1/2 unloading Stone (building or pitching) sand, bajri, shingle, spalls, brick bats, brick ballast and stone metal	Cum	213.18	3.88	450%	17.46	21.34	4549.21
18/15.6	12mm thick cement plaster 1:5	Sqm	230.01	11.60	500%	58.00	69.60	16008.70
19/15.11	15 mm thick cement plaster 1:5 on the rough side of single or half brick wall.	Sqm	246.32	14.25	500%	71.25	85.50	21060.36
20/15.51	10 mm thick cement plaster 1:3	Sqm	168.20	14.55	500%	72.75	87.30	14683.96
21/15.3	12 mm thick cement plaster 1:2	Sqm	66.87	16.60	500%	83.00	99.60	6660.25
22/14.1	Base course of floor consisting of 100mm thick cement concrete 1:8:16 and 100mm sand or stone filling.	Sqm	128.12	36.95	400%	147.80	184.75	23670.37
23/14.62	Kotah stone flooring minimum 34-40 mm thick in any pattern as specified over 12mm thick base of cement coarse sand mortar 1:3 laid and jointed with neat cement slurry mixed with pigment to match the shade of stone including rubbing and polishing	Sqm	136.97	201.95	250%	504.88	706.83	96813.18

24/18.18	Supply and fixing rolling shutters, of approved make, M.S. Laths, Interlocked together through their entire length and jointed together, at the end, by end locks mounted on specially desionged pipe shaft, with brackets, side guiles, 27.5 cm long wire spring grade no. 2, and arrangement for inside and outside locking, with push and pull operation complete, including top cover 0.80mm thick (Payment is to be made for the exact size of poening where rolling shutter is to be fixed.							
	<i>(a) With 80mm x 1.00mm M.S. Laths</i>	Sqm	18.00	364.70	500%	1823.50	2188.20	39387.60
25/13.13	Terreacing consisting of tiles 22.86 cm x 11.43 cm x 3.81 cm laid over 87.50 mm mud filling on a layer of 25 mm mud plaster and another layer of mud mortar for laying the tiles, including two coats of bitumen laid hot at 1.65 kg per sqm on top of RCC slab including grouting with cement sand mortar 1:3 and top surface to be left clean etc.	Sqm	128.91	52.95	600%	317.70	370.65	47780.49
26/13.50	Top khurra 0.6m x 0.6m for rain water pipe in 25mm thick cement concrete 1:2:4 over 50mm thick cement concrete 1:8:16	Nos	2.00	12.30	240%	29.52	41.82	83.64
27/13.57	Bottom khurra on ground 1.2m x 0.6 m consisting of brick-on-edge laid in cement mortar 1:3 over 75 mm cement concrete 1:8:16 including 12 mm thick cement plaster 1:3	Nos	2.00	64.30	240%	154.32	218.62	437.24

28/13.64	Cement concrete 1:2:4 gola 10 cm x 10 cm quadrant along junction of roof with parapet wall finished smooth, where specially specified.	Mtr	44.24	5.35	240%	12.84	18.19	804.73
29/13.89	Providing and fixing PVC rain water pipe 6Kg pressing of ISI marked in cement mortar during masonry work.							
(a)	100 mm dia	Mtr	9.00	182.00	20%	36.40	218.40	1965.60
30/13.90	Providing and fixing PVC bend ISI marked.							
(a)	100 mm dia	No	4.00	97.40	20%	19.48	116.88	467.52
31/18.12	Wrought iron and mild steel (using angles, flats, square bars, tee and channels) ladders grills, grating frames, window guards, iron doors openable or fixed stair case or parapet or any other type of railing, gates and tree guards etc., including cost of screws and welding rods or bolts and nuts complete fixed in position	Qtl	4.78	1040.35	500%	5201.75	6242.10	29862.21
32/11.48	11.43cm thick brick wall laid in cement sand mortar 1:4 in superstructure	Sqm	7.20	55.10	600%	330.60	385.70	2777.04
33/16.48	White washing 3 coats	Sqm	644.53	1.25	230%	2.88	4.13	2658.69
34/16.54	Distempering with dry distemper (of approved manufacture ) two coats over one priming coat on new work.	Sqm	246.32	6.90	230%	15.87	22.77	5608.71
35/16.61	Finishing walls with exterior decorative cement based paints such as snowcem Robbiacem etc. on new work, two coats to give an even shade.	Sqm	246.32	7.25	230%	16.68	23.93	5893.21
36/16.2	Applying pink primer 1st quality or aluminium priming coat on wood work including preparation of surface,	Sqm	63.00	3.75	230%	8.63	12.38	779.63



	knotting and stopping etc.							
37/16.3	Painting tow coats excluding priming coat with synthetic enamel paint in all shades on new wood work or metallic or plastered or concrete surfaces to gie and even shade.	Sqm	63.00	9.40	230%	21.62	31.02	1954.26
38/16.9	Appling priming coat with metal primer on new steel or iron work including preparation of surface.	Sqm	56.00	3.15	230%	7.25	10.40	582.12
39/16.17	Painting two coats excluding priming coat with ready mixed paint for metallic surfaces in all shades on new steel or iron work	Sqm	106.40	7.00	230%	16.10	23.10	2457.84
40/31.36	PVC insulating wiring in recessed conduit Wiring in 1.5sq mm PVC insulated copper conductor cable in 1.6mm thick conduit pipe							
(i)	Fan point							
(b)	Medium	Each	6.00	524.00	10%	52.40	576.40	3458.40
ii) (b)	Light point Medium	Each	10.00	433.00	10%	43.30	476.30	4763.00
vii)	3 Pin five ampior plug point							
b)	Medium point)	Each	4.00	466.00	10%	46.60	512.60	2050.40
41/31.12	Supply & erection of metal clad switches/ B.D.Bs with rag bolts on wall or on existing angle iron board/pedestal including bonding to earth and necessary connections							
ii)	Double pole sweitch 32 amp 240 volts (category-B)	Each	1.00	153.00	300%	459.00	612.00	612.00
42/31.18	Plain pendent complete with bakelite lamp holder and 0.75 Sqm PVC sheathed copper flexible wire but without lamp and shade	Each	4.00	12.20	200%	24.40	36.60	146.40

xii)	Switch 5 Amp on existing sheet	Each	20.00	3.80	200%	7.60	11.40	228.00
xiii)	Wall socket 5 Amp. on existing sheet	Each	4.00	4.40	200%	8.80	13.20	52.80
xvii)	Ceiling rose flush / surface type	Each	6.00	4.00	200%	8.00	12.00	72.00
xviii)	Bakelite sheet including fixing with brass screws and washer							
b)	3mm thick	Sq cm	3600.00	0.03	200%	0.06	0.09	324.00
xxvii)	Supply and erection of 10.5 cm dia M.S. fan box including 10 mm dia 30 cm long M.S. Rod made into suitable suspension hook and erected in RCC slab for the erection of fan complete with all labour and material required to complete the job.	Each	6.00	15.50	200%	31.00	46.50	279.00
43/31.22 (i)	Earthing with G.I earth pipe 4.5 m long and 40 mm dia with masonry enclosures on the top etc. as required.	Each	2.00	378.00	350%	1323.00	1701.00	3402.00
(ii)	Extra for using salt and char coal/ coke for pipe earth electrode as required.	Each	2.00	125.00	350%	437.50	562.50	1125.00
44/NS	Provision for electric connection etc.	nos.	1.00	L.S				5000.00
45/NS	Providing and fixing MS main gate	nos.	1.00	L.S				20000.00
<b>SUB TOTAL</b>								<b>1740149.38</b>

**NOTES:-**

1. In case of any discrepancy between the description and rates given above and those in HSR, the description and rates shall be considered as per HSR. This will be applicable for all items of civil, electrical and public health works.
2. The whole work shall be carried out strictly in accordance with the Haryana PWD Specifications Book 1990 latest edition as applicable to Haryana state with up to date correction slips. In case of NS items which are similar to corresponding DSR items, the work shall be executed as per CPWD Specifications.

**SECTION-6**

**TENDER FORM FOR FILLING RATES (FORM OF BID)**

I/We hereby tender for the execution for the Haryana State Infrastructure Development Corporation Ltd. (here in after referred to as HSIIDC ) works specified in the memorandum under section-2 within the time specified in such memorandum at:

(In figures)	(In Words)

Percent ABOVE/BELOW the ceiling Rates worked out as under:-

- (i) For all HSR Items---( HSR rates + approved premium as applicable on the date of tender)
- (ii) For N.S Items--- Rates provided in the bidding documents.

**(The single percentage above or below shall be applicable for all HSR items and N.S items of Civil, Public Health and Electrical works.)**

and in accordance in all respects with the specifications, drawings and instructions in writing referred to in Rule 1-thereof and in Clause II of the annexed conditions and with such materials as are provided by the Engineer-in-charge in all other respect in accordance with such conditions so far as applicable.

**Enter the rates in words and figures, only in the space provided above. In the event of variation of rate in words and figures, the lower value only shall be considered. Only single percentage on all items of DNIT is to be entered, in case more than one percentage is entered, the tender will be rejected**