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**HARYANA URBAN DEVELOPMENT AUTHORITY
DIVISION REWARI.**

Notice Inviting Single Percentage Rate Tender

1. Tenders are hereby invited from the contractors who are on the approved list of the HUDA for the work A/Mtc. of Master Sewerage Scheme in U/E Rewari. "Prov. & fixing of SFRC manhole cover in various sector in U/E Rewari and all other works contingent thereto".

A/cost. Rs. __1.95 Lacs__

E/ Money Rs. __3900/1950__

T/Limit: __02 Months__

2. Tenders will be received by the Tender Receiving Committee in the O/o Executive Engineer, HUDA, Rewari. The Executive Engineer Haryana Urban Development Authority, Division Rewari at 15.00 hrs. on _____ and will be opened at the same time in the presence of tenderers or their authorized agent who may like to be present. Tenders must be delivered in person by the intending contractor or his agent to the Tender Receiving Committee/ Executive Engineer, Haryana Urban Development Authority, Division Rewari.
3. Earnest money amounting to Rs. __3900/1950__/- in shape of Demand Drafts/ Deposit at call duly pledged in favour of Executive Engineer, HUDA, Division Rewari payable at any Scheduled Bank at Rewari must accompany each tender and tender is to be in a sealed cover super-scribed. "Tenders for the above said work.
4. Tenders should be on prescribed form which can be obtained from the office of the Executive Engineer, Haryana Urban Development Authority, Division Rewari or can be downloaded from the web site of HUDA. The prescribed form contain the condition to be complied is also available on HUDA web site.
5. Further information can be obtained and schedule of quantities, the detailed plans and specifications can be seen in the Divisional Engineer's office during the office hours and on web site of HUDA applicant will be required to pay in case of Rs. __1000__/- cost of document for each tender form (Non refundable) In case the tender document are down loaded from the website then the above fee will have to be paid in shape of demand draft to be enclosed in the envelope 'A' containing tender documents/ technical bid. (for detail see condition No. 22).
6. Tender should be quoted at a percentage above or below the rate in the details of estimate in the enclosed schedule and the contractor should state the period within which he agrees to carry out the work.
7. Each tenderer shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession Haryana P.W.D. specification latest addition failing which his tender shall be liable to be rejected.
8. The Executive Engineer, Haryana Urban Development Authority, Division Rewari reserves the right of issuing the material to the contractor as per list enclosed for use on works at the places and rates note again each plus 3% storage charges. The materials are to be issued from stock. The contractor shall be responsible for obtaining the material from Haryana Urban Development Authority, all such material required for work and for making payment there of by deduction from his bills at the rates specified.

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9. The tenderer shall initial all corrections/ cuttings in his tender as regard to single percentage rate, time etc. Non compliance of this condition will render the tender liable to be rejected.
10. The contractor whose tender is accepted will be required to execute a contract deed in the prescribed form and will required to furnish 5% security for the due fulfillment of this contract or alternatively at the description of the Engineer-in-charge it will be deducted from the running payments to be made on account of work done. (The earnest money will be treated as part of security).
11. The approval of the acceptance of tender will rest with the _____ Gurgaon who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of tenders received without assignment of any reason.
12. If any tenderer modifies or withdraws his tender on subsequently submitting it to the Executive Engineer, HUDA, while on one hand he is liable to be blacklisted. On the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the Executive Engineer. The rates of the contractors shall remain open for a period of three months from the date of opening of the tenders and if a contractor submits a tender limiting the period of validity to a date earlier, then he shall be liable to be blacklisted and his earnest money shall stand forfeited without prejudice to other rights and remedies available to the Executive Engineer.
13. No conditional tender should be given, only premium or rebate should be quoted. A conditional tender is liable to be rejected out right at the discretion of the accepting authority. In the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tenderer to do the work at the premium or rebate quoted by him without conditions. If the tenderer refuses to accept the said counter offer to do the work at the premium or rebate quoted by him without the condition within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited and the tenderer shall have no claim to the same whatsoever.
14. The contractor (s) shall sign all pages of tender form. The signature of the contractor will be witnessed by the person known to the Executive Engineer, Haryana Urban Development Authority or by any notary public. If the tender documents are not signed in the manner, specified the tender shall be treated as invalid and rejected.
15. Tender which is not accomplished with the earnest money/not accompanied with full amount of earnest money depicted in the NIT shall not be considered/ opened.
16. Tender which is not accompanied with prescribed tender form will not be considered.
17. Rate should be quoted in Hindi or English, otherwise the tender can be rejected.
18. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm/ contractor blacklisted by HUDA/ Haryana Govt./ Govt. of India, from time to time. The form of affidavit is annexed at page ____ of DNIT.
19. The earnest money deposited for the tender will not be returned to the contractor's/ firm's till the acceptance of tender or three months, whichever is earlier.
20. In case any contractor who deposits the earnest money for the tender documents and then does not submit his tender, the earnest money in that case will be returned only after the acceptance of tenders or three months, which ever is later.
21. Sales/ Works Tax and Income tax 1% cess will be deducted from the bills of contractor as per the instruction of the Govt.

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EXPLANATORY MEMO

(REFER TO RULE 3 OF GENERAL RULES AND DIRECTIONS

FOR THE GUIDANCE OF CONTRACTORS)

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

For example, the basic rate for an item is 120/- per cum & sanctioned ceiling premium is 50% & 300 cum of the items are executed, premium rebate rates quoted by the Contractor is 3% below the ceiling rate.

QUANTITY	ITEM	UNIT	RATE	AMOUNT	RS
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300 cum 'A'	Cum	Rs. 120/-		Rs. 36,000/-	
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Add Ceiling Premium @50%				Rs. 18,000/-	
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GROSS TOTAL :				Rs. 54,000/-	
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Less Contractor rebate 3% (-)				Rs. 1,620/-	
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NET PAYABLE					Rs. 52,380/-
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If the rate quoted by the Contractor was 5%

Above the amount, net payable would be as					
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Under					
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GROSS TOTAL :					Rs. 54,000/-
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Add Contractor's Premium 5%				Rs. 2,700/-	
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NET PAYABLE					Rs. 56,700/-
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Note : The above net payments worked out are further subject to the deductions like; Income Tax, Surcharge, Works tax etc. as per Govt. Instructions.

The recoveries of all material issued from the HUDA store shall be made from the bills.

4. The tender Receiving Committee or its authorized assistant will open tenders in the presence of intending contractors or their authorized agents who may like to be present at that time, and will enter the rate of all tenders. In the event of a tender being accepted, a receipt for the earnest money forwarded there with shall be given to the contractor. In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall be returned to the contractor.
5. The Executive Engineer shall have the right of rejecting all or & any of the tender without assigning any reason.
6. The Haryana Urban Development Authority may refuse or suspend payments on accounts of a work, when executed by 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 official receipts on behalf of the firm.
7. The receipts of an Divisional accountant or Dy. Supdt. for any money paid by the contractor will not be considered as any acknowledgment of payment to the Executive Engineer & the contractor shall be responsible for seeing that he procures a receipts, duly signed by an authorized person.
8. The memorandum of work tendered for & the memorandum of materials to be supplied by the Haryana Urban Development Authority & their issue rates shall be filled in & completed in the office of the Executive Engineer before the tender is issued. If a form is issued to an intending tenderer without having been so filled in & completed, he shall request the office to have this done before he shall request the office to have this done before he completes & delivers the tender.

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TENDER FOR WORKS

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

At.(_____) (_____)
 (In figures) (In Words)

Percentage ABOVE / BELOW the Ceiling Rates worked out as per the Contract Schedule of Rates and the Schedule of Ceiling Premia Road with amended Rule in accordance all respects with the specification, drawings and instructions in writing referred to in amended Rule thereof & in Clause II of the annexed conditions & with such materials as are provided for & by Engineer –in-charge in all other respects in accordance with conditions so far as applicable.

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

MEMORANDUM

- (a) General Description : _____
: _____
- (b) Estimated Cost : Rs. 1.95 Lacs
- (c) Earnest Money (@2% of estimated cost) : Rs. 3900/1950
- (d) Security deposit (including earnest money) : @5% _____
- (e) Percentage if any to be deducted from bills : 5% including earnest money
- (f) Time allowed for the work from date of written order of commence : 02 months

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

The sum of Rs. **3900/1950**...Deposited vide Haryana Urban Development Authority Receipt No.....dated.....as earnest money, the full value of which is to be absolutely forfeited to the Haryana Urban Development Authority or its successor without prejudice to any other rights or remedies. Should I/W e fall to commence the work specified in the above memorandum the said sum of Rs...10000/- shall be retained by the Haryana Urban Development Authority on account of the security deposit specified in clause 1 of the said conditions of contract. Should I/W e withdraw or modify the tender after the date of opening of tender, my / our earnest money will shall stand forfeited to the Haryana Urban Development Authority.

Witness

Sign. of the Contractor
 Address
 Date _____

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

Dated :

Executive Engineer
 HUDA , Division Rewari.

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 Contractor Witness Executive Engineer

CONDITIONS OF CONTRACT

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

Clause 2 Compensation for Delay : The time allowed for carrying out the work as entered in the tender, shall be strictly observed by the contractor & 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 essence of the contract on part of the contractor) & the contractor shall pay as compensation an amount equal to 1 percent which the Executive Engineer-in-charge may be on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remain un-commenced & or unfinished, after the proper dates & further to ensure good progress during the execution of the work of the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed & three –fourth of the work before three-fourth of such time has elapsed. In the event of contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent which Executive –in-charge may levy on the said estimated cost of the whole work for every day the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent in the estimated cost of work as shown in the tender. The Superintending Engineer HUDA Circle, GGN may on representation from the contractor reduce the amount of compensation & his decision in writing shall be final.

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

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Contractor Witness Executive Engineer

Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for the work actually done and completed & shall not preclude the requiring of bad unbound, re-erected, or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the securing of any claim, nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as to the final settlement of the accounts or otherwise or any other way vary or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of work, otherwise the Engineer-in-charge's certificate of the measurement shall be final 7 binding on all parties. The amount payable, however shall be determined after pre audit of the bill by the accounts Departments of the authority within 15 days of the presentation of the bill by the Engineer-in-charge to the Accounts Department, otherwise the amount already determined by Engineer-in-charge shall become binding on both parties Both the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post of the facts the movement of the final bill and the amount thereof.

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

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

Clause -9 Bill to be on printed forms : – The Contractor shall submit all bills in triplicate on printed forms to be had on application from the office of the Engineer-in-charge , and the charge in the bill shall always be entered at the rate specified in the tender or in the case of any extra works ordered in pursuance of those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such works.

Clause – 10 If the specification estimate of the work provide for the use of any special description of materials to be supplied from Engineer-in-charge's store or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the Contractor shall be supplied with such materials & stores required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied to the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the Contractor under the Contract, or otherwise, against or from the security deposit. All material supplied to the Contractor shall remain the property of

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 Contractor Witness Executive Engineer

the HUDA and shall be kept in safe custody of contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge, and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the Contract, shall be returned to the Engineer-in-charge's store if by a notice written under his hand he shall or require but the Contractor shall not be entitled to return any such materials without 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 Works to be executed in accordance with specifications, drawings, orders etc : –

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

Clause 11A Removal of employees, workmen and foreman : The Engineer-in-charge shall have full

powers at all times to object to employment of any workman, foreman or other employees on the works by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such Man or men from the work, the contractor comply with the request forthwith.

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

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

Clause 12 Alterations in specifications & designs : – the Engineer-in-charge shall have power to

make any alteration or omissions or additions from the original specification, drawings, designs, and instruction, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing duly signed by the Engineer-in-charge and such alterations omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as specified in the tender for the main work. The time for the completion of the works shall be extended in the proportion that the altered additional or submitted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in Haryana schedule of rates, subject to the same percentage above or below for items and if such class or work is not entered in the Haryana PWD Schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the

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Engineer-in-charge of the rate which it is his intension to the charge for such class of work, and the Engineer-in-charge does not agree of his rte, he shall give notice in writing be at liberty to cancel his order to carry out such class of work, and arrange to carry to out in such manner as he may consider advisable, provide always that the contractor or shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, than and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by Engineer-in-charge. In the event of a dispute the decision of the Superintending Engineer, HUDA shall be final.

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

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

Clause 15 Work to be open to specifications, Contract or responsible Agent to be present : - All works under or in course of execution of 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 the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present for that propose order given to the contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 16 Notice to be given before work is covered up :- The contractor shall give not less than five day’s notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach

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Contractor Witness Executive Engineer

of measurement any work in order that same may be measured & c ontract dimensions thereof be taken before the same is so c overed up or placed beyond the reach of meas urement and shall not cover or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work, and if any work shall be covered up or placed behind the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor expense, or in default thereof no payment or allowance shall be made for such work or the materials with whic h the same was executed.

Clause 17 Contractor liable for damage done and for imperfections for 3 months after certificate : - If the contrac tor or his work people or his servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road fence, enclosure or grass land 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 any imperfections become apparent in three month after the certificate final or other of its completions shall have been given by Engineer-in-charge as aforesaid the contrac tor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other workman, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit or, of a s uffic ient portion thereof.

Clause 18 Contractor to supply ladders, plant, scaffolding etc. : - The contractor shall s upply at his own cost all material except such s pec ial materials if any may in accordance with the contract be supplied from the Engineer-in-charge's stores plant, tools appliances, implements , ladders, c ordage, take scaffolding and temporary works, requisite or proper execution of the work , whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satis fying of complying with the requirements of the Engineer-in-charge as to any matter as to which under those conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charging the requisite number of persons with the means and material necessary for the purpose of setting out works and c ounting, weighing and assisting in this meas urement of examination at any time and form time of the work or material, failing which the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceed of sale thereof, or of a sufficient portion thereof the contractor shall also provide all necessary fencing and lights required to protect, the public from accident and shall be bound to bear the expenses of defecne or every suit, action or other proceedings at law that may be brought any person for injury s ustained. Drawing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any suc h suit, action or proceedings to any such pers ons or which may with the consent of the contractor be paid to c ompromise any claim by any such pers on.

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

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

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

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

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

Clause 21 Works not to be Subject. Contract may be rescind & security deposit forfeited:- The contract shall not be assigned or subject without the written approval of the Engineer-in-charge. And if the contractor shall resign or subject his contractor attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do or if any bribe gratuity, gift, loan, perquisite, to reward or advantage, pecuniary or otherwise shall either directly or indirectly be given, promise or offered by the contractor or any of his servants or agents to any public officer or person in the employ of Haryana Urban Development Authority. In any way relating to his officer or employment of if any such officer person shall becomes in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract and security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of Haryana Urban Development Authority and the same consequence shall ensue as if the contract had been rescind under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 22 Sum payable by way of compensation to be considered as reasonable compensation with reference to actual loss : All sums payable by any way of compensation to Haryana Urban Development Authority without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Clause 22A Deductions of amounts of Government on any account whatsoever to be permissible from sums payable to a contractor : Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whether & any other sum found to be due to Haryana Urban Development Authority, the contractors in respect of his contract or any other contract of work order or on any account whether may be deducted from any sum whatever, payable by Haryana Urban Development Authority the contractor either in respect of this contract or and work order or control account by any other department of the Government / Haryana Urban Development Authority.

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

Clause 24 Work to be under direction of Superintending Engineer :- All works to be executed, under the contract shall be executed under the directions of and subject to the approval in all respect of the Superintending Engineer of the Haryana Urban

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Contractor Witness Executive Engineer

Development Authority circle, GGN for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced or from time to time carried on.

Clause 25 Claims for payments of an extra ordinary nature to be referred to HUDA for decisions : No claim for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporary brought to a stand still through no fault of the contractor shall be allowed unless & to the extent that the same shall have been expressly sanctioned by the Haryana Urban Development Authority.

Clause 25(A) (i) If any dispute or difference of any kind whatsoever shall arise between the HUDA / or the authorized representative of HUDA and the contractor in connection with or arising out of the contract the execution of the work what is (i) whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after the termination abandonment or breach of the contract. It shall in the first instance, be referred to for being settled by the Executive Engineer-in-charge of the work at the time and Executive Engineer-in-charge 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 the receipt of the decision by the Executive Engineer-in-charge as aforesaid with all due diligence whether HUDA or authorized representative of HUDA or contractor requires arbitration as hereinafter provided for, or not. If the Executive Engineer –in-charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer –in-charge of the work fails to convey his decision within a period of sixty days, as aforesaid the contractor from the date on which request has been made to the Executive Engineer-in-charge request the Engineer-in-Chief / Chief Engineer, HUDA that the matters in dispute be referred to arbitration, as hereinafter provided.

(ii) All dispute or difference in respect of which the decision is not final and conclusive, shall at the request in writing of either party, made in a communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Superintending Engineer of HUDA, to be nominated by designation by the Engineer-in-Chief / Chief Engineer, HUDA at the relevant time. It will be no objection to any such appointment that the arbitrator, so appointed, is a Govt. servant / in service of HUDA or that he had to deal with the matters to which the contract relates and the course of his duties as a Govt. servant / service of HUDA, he has expressed his views on all or any of the matters in dispute. The Arbitrator to whom the matters is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

or

In case the arbitrator nominated by the Engineer - in - Chief / Chief Engineer, HUDA is unable or unwilling to act as such for any reason, whatsoever, the Engineer - in - Chief / Chief Engineer HUDA shall be competent to

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Executive Engineer

appoint and nominate any other Superintending Engineer of HUDA as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

- (iii) It is also a term of this arbitration agreement that no person other than a person appointed by the Engineer-in-Chief / Chief Engineer, HUDA, shall act as an arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where aggregate amount awarded in respect of each claim and counter / claim separately.
- (iv) The arbitrator shall award separately giving his awards against each claim and dispute raised by either party including any counterclaim individually and that any lump-sum award shall not be legally enforceable.
- (v) The following matters shall not lie within the purview of arbitration :-
 - a) Any dispute relating to the levy of compensation as liquidated damages, which has already been referred to the Superintending Engineer and is being heard or / and has been finally decided by the Superintending Engineer, Engineer-in-charge of the work.
 - b) Any dispute in respect of substituted, altered, additional work/ omitted work/ defective work referred by the contractor for the decision of Superintending Engineer-in-charge of the work, if it is being heard or has already been decided by the said Superintending Engineer.
 - c) Any dispute regarding the scope of work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the HUDA and has been so decided finally by the HUDA.
- (vi) The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.
- (vii) It is also a term of this arbitration agreement that where the party invoking arbitrator is the contractor, no reference for arbitrator shall be maintainable unless the contractor, furnishes to the satisfaction of the Executive Engineer-in-Charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against the cost, if any awarded by the arbitrator against the claimant part and the balance remaining after such adjustment or whole sum in the absence of any such cost being awarded, will be refund to him within one month from the date of award.

Amount of claims	Rate of security deposit
i) For claims below Rs. 10,000/-	2% of amount claimed.
ii) For claims of Rs. 10,000/- and Above & below Rs. 1,00,000/-	5% of amount claimed.
iii) For claims of Rs. 1,00,000/- and above	7.5% 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

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Contractor Witness Executive Engineer

shall be recoverable from any other sum due to such party under this or any other contract.

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

(ix) Neither party shall be entitled to bring a claims for arbitration if the appointment of such arbitrator has not been applied within 6 months :-

- a) Of the date of completion of the work as certified by Executive Engineer –in-Charge , or
- b) Of the date of abandonment of the work, or
- c) Of its non-commencement within 6 months from the date of allotment 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 information from the Executive Engineer-in-Charge of the work that final payment due to or recovery from the contractor had been determined which hereinafter may acknowledge and / or receive.

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

If the matter is no referred to arbitration within the period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

(x) It is also a term of this arbitration agreement that no ques tion relating to this contract shall be brought before any civil Courts without first invok ing and completing the arbitration proceedings as above if the scope of the arbitration specified herein covers issues that can be brought before the arbitration i.e. any matter that can be referred to arbitration shall not be brought before a Civil Court. The pendency of arbitration proc eedings shall not disentitle the Engineer-in- Charge, HUDA to terminate the contract and make alternative arrangements for the c ompletion of the work.

(xi) The arbitrator shall be deemed to have entered on the reference, on the day hereinafter issues notices to the parties fix ing the first date of hearing. The arbitrator may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award.

(xii) It is also a term of this arbitration agreement that subjec t to the stipulation, herein mentioned the arbitration proceedings shall be conducted in accordance with the provisions of Arbitration Act, 1996 or any other laws in force from the time being.

Clause 26 No alteration in contract rates shall be admissible in consequence or fluctuation in railway freight when such railway freight is on account of material which is required by the contractor in the manufacture of an article to be supplied under this contract e.g. fluctuation on railway freight on coal required for burning bricks will not be taken in to cons ideration or for & article which from part of a finished work for the purpose of this clause, similarly no alternation in rates will be allowed

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 Contractor Witness Executive Engineer

when a manufactured article is transported by rail from place A to place B to form part of finished work.

Clause 27 Lump sum estimate :- When the estimate on which a tender is made include lump - sum provision in respect of parts of the work, the contractor shall be entitled to payment in respect of the item of work involved or the part of the work in question at the same rates as are payable under this contract for such items or the part of the work in question is not in the opinion of the Engineer-in-charge, measurable, the Engineer-in-charge may at his discretion, pay the lump sum amount entered in the estimate and the certificate, in writing, of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Clause 28 Action where no specifications – In case of any class of work for which there is no such specifications as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification & in the event of there being no district specification, than in such case, the work shall be carried out in all respect in accordance with the instructions & requirements of the Engineer-in-charge.

Clause 29 Definition on work :- The expression “work” or “work” where used in these conditions shall unless there by something either in subject or context repugnant to such construct on be constructed & taken to mean the work by virtue to the contracted to be executed whether temporary or permanent & whether original, altered, substituted or additional.

Clause 30 The percentage referred to at page -7 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Haryana Urban Development Authority or direct) of (1) the items of work to which the rates in the tender apply & also see the items of work for which rate exist in the Haryana PWD Schedule of Rates 1988.

Clause 31 Unless otherwise provided for in the contract, the term “Engineer-in-charge” referred to in the tender & contract for the work means Executive Engineer, HUDA, Division Rewari.

Clause 32 The contractor shall be responsible for making his own arrangements for securing priorities and licences for the materials and their transportation required for the works and Engineer-in-Charge shall not be held responsible in any way for making such arrangements.

Clause 33 The contractor undertakes that he is not related to any of the officers employed by the Haryana Urban Development Authority.

Clause 34 No pit shall be dug by the contractor near the site of the works for taking out earth for use on the work in case of default, the pit so dug will be filled in by the department at the cost of the contractor plus 14% departmental charges.

Clause 35 When however the final bill is likely to be for a plus amount 75% of the security deposit will be released after three months of taking the final measurement and balance 25% kept as a safeguard against any recovery becoming due a result of the check of the final bill and will be refunded after the final bill is passed.

Clause 36 All royalty and compensation for the building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.

Clause 37 The rates given are for the finished work inclusive of octroi charges, sales tax and all other taxes as applicable.

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Contractor Witness Executive Engineer

Clause 38 It will be the responsibility of the contractor to ensure that trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-Charge and deducted from the bill of the contractor.

Clause 39 The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer –in-Charge. He should also arrange at his own expense for clean drinking water housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the HUDA at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-Charge whose decision will be final and binding. Contractor will also follow the fair wages clause attached.

Clause 40 Any material left on the site of work after one month from the date of completion of the work shall become the property of the HUDA and no payment shall be made for it.

Clause 41 The amount of work can be increased or decreased according to the requirement of the department and no claim whatsoever on this account will be entertained.

Clause 42 HUDA reserve the option to take away any items of the work or part thereof at any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.

Clause 43 No claim on account of fluctuation in prices due to war or any other cause will be entertained.

Clause 44 The contractor shall be liable to make good all damage caused by breakage from the moment the store are handed over to his charge.

Clause 45 No compensation whatever will be payable on account of any delay or default in the supply of material mentioned in the "List of material to be issued to the contractor by the department and consequent delay in the execution of work.

Clause 46 The contractor will inform the C.M.O. about the employment of labour on the work for carrying out Malaria Surveillance.

Clause 47 The terms and conditions of the agreement have been explained to me / us and I/We clearly understand them.

Clause 48 All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc., shall be provided by the contractor at his own cost and nothing extra is payable on this account.

Clause 49 With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor / firm.

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Contractor Witness Executive Engineer

HARYANA URBAN DEVELOPMENT AUTHORITY
CONTRACTS LABOUR REGULATIONS

1. Short Title - These regulations may be called Haryana (1) Public works Department Contractor Labour Regulation.
2. Definitions - In these regulation unless otherwise expressed or indicated the following works & expressions shall have meaning given herein against them respectively that is to say.
 - a) "Labour" means workers employed by contractor directly or indirectly through a sub contractor or other person or by an agent on his behalf.
 - b) "Fair wages" means wages whether for time or place work notified for the work by district authority & where such wages have not been so notified the wages prescribed by the Haryana Public Works department for the district in which the work is done.
 - c) "Contractor" shall include every person whether a subcontractor or of Agent employing labour on the work taken on contract.
 - d) "Wages" shall have the same meaning as defined in the payment of Wages Act, 1986, & include time & piece rates wages.
3. Display of notices regarding Wages, etc. – The contractor shall before he commences his work on contract display & correctly maintained & continue to display & correctly maintain in a clean & legible condition in conspicuous places on the work notices in English & in local Indian language spoken by the majority of workers giving, the fair wages notified or prescribed by the Haryana Public Works, Department & the hours of work for which such wage are earned.
4. Payment of wages (1) Wages due to every worker shall be paid to him direct.
(2) All wages shall be paid in current coin or currency or in both.

FIXATION OF WAGES PERIODS :

5. (i) The contractor shall fix wages period in respect of which the wages shall be payable.
- (ii) No wages periods shall exceed one month.
- (iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (v) All the payments of wages shall be made on working day.

6. Wages book & Wages Slips etc.

- [1] The contractor shall maintain a Wage book of each worker in such form as may be convenient, but the same shall include the following particulars :-

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Contractor Witness Executive Engineer

- (a) Rate of daily or monthly wages .
- (b) Nature of work on which employed.
- (c) Total Number of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deduction made from the wages with an indication in each case or the ground for which the deduction is made.
- (f) Wages actually paid for each wages period.

[2] The contractor shall also maintain a wage slip for each worker employed on the work.

[3] The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book & Slips to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.

7. [1] Fines & deductions which may be made from wages 7 (1) The wages of a worker shall be paid to him without any deduction of any kind except the following.

- a) Fines
- b) Deduction for absence from duty, i.e. from the place or places where by the term of his employment he is required to work. The amount of deductions shall be in proportion to the period for which is absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody or for less or money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- d) Any other deductions which Haryana Urban Development Authority may from time to time allow.

[2] No Fine shall be imposed on a worker & no deduction for damage of loss shall made be from his wages until the worker has been given an opportunity of showing cases against such fines or deduction.

[3] The total amount of fines which may be imposed in any one wage period on a worker shall not exceed equal to five pasha in a rupee of the wage payable to him in respect of that wages period.

[4] No fine imposed on a worker shall be recovered from him by installment of after expiry of 60 days from the date on which it was imposed.

8. Register of fines etc. – 8 [1] The contractor shall maintain a register of fines & of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deductions for damage or loss, which was made.

[2] The contractor shall maintain a list in English & the local Indian language, clearly defining the acts & commissions for which penalty of fine can be imposed. He shall display such list & maintain it in a clear & legible condition in a conspicuous place on the work.

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Contractor Witness Executive Engineer

9. Preservation of Books – The wage book, the slip & the register of the fine deduction, required to be maintain under this regulations shall be preserved for 12 months after the date of last entry made in them.
10. Powers of labour Welfare Officer to make investigation or Enquiry – The labour welfare officer or any other person authorized by the Haryana Urban Development Authority on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observances of the wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provisions.
11. Report of Labour Welfare Officer – The labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the result or his investigation or enquiry to the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of commission if the labourers with a not that necessary deduction from the contractor's bill be made and the wages and the other dues be paid to the labourers concerned.
12. Appeal against the decision of Labour Welfare Officer - Any persons aggrieved by the decision & recommendation of the Labour Welfare Officer or other person so authorized may appeal, the decision to the Labour Commissioner but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.
13. No party shall be allowed to be represented by a lawyer during any investigations enquiry appeal or any other proceedings under these regulations .
14. Inspection of register – The contractor shall allow inspection of the wages book & wages Slips to any of his workers or to his agent at a convenient time & places after due notice is received or the Labour Welfare Officer or any other person authorized by the Haryana Urban Development Authority on his behalf.
15. Submission of return – The contractor shall submit periodical return as may be specified from time to time.
16. Amendments – The Haryana Urban Development Authority from time to time can amend these regulations and or any question as to the application, interpretation or effect of these regulations, the decision of the Labour Commissioner to Haryana Government or any other person authorized by the Haryana Urban Development Authority in that behalf shall be final.
17. The contractor shall be responsible to provide to the entire satisfaction to the Engineer-in-charge at his own expenses the following amenities for the Labour employed be him :-
- a) Suitable temporary hutting accommodation.
- b) Trench Latrine, bathing enclosure, platforms , separately for men and women & their regular clear Drinking Water.

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

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Contractor Witness Executive Engineer

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 road branch, Haryana for the district, in which the work is done.

- (b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labours, indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect, of labour directly employed on the works for the performances of the contractor's part of this agreement the contractor shall comply with or cause to be complied with Public Works Deptt. Contractor's Labours Regulations made by Government from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions un-authorisedly made, maintenance of wage register, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.
- (d) The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimate to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of conditions of the contract for benefit of the workers, non-payment or wages or deductions made from his or their wages which are not justified by the terms of the contract, or for non observance of the regulations referred to in clause (c) above.
- (e) Vis-a-vis the Haryana Urban Development Authority, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall be deemed to be a branch of this contract.
- (g) Attendance card should invariably be issued by the contractor to their workers, which should be returned to the contractor concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors, the authorized concerned should obtain a certificate from the contractors that he has made payment to all the workers concerned with the execution of work, for which the payment is being made.
- (i) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the most. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid over time wages, at the double the ordinary rates of their wages, calculated by the hour.

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LIST OF MATERIALS TO BE USED BY THE ENGINEER-IN-CHARGE OF
THE WORKS TO THE CONTRACTOR

NOTES :

- 1 All the above materials, will be issued at the place of issue given above & all the cost of carriage from the place of issue to site of work will be borne by the contractor & this is included in the rate of the work to be carried out by the contractor.

2. In case any quantity of Cement, steel, coal, or any other controlled or uncontrolled commodity for use directly on the aforesaid work of manufacturers of materials required in connection therewith which is not utilized for the purpose for which it is issued or otherwise disposed off by him or spoiled or lost or allowed to get destroyed or used in excess of the quantities actually required to be used as per specification there – stipulated or these fixed by Engineer-in-charge, the cost of such quantities of that materials shall without prejudice to other rights & remedies available to the Haryana Urban Development Authority be recoverable from the contractor at the double stock rate at which it is agreed to be supplied to the contractor or double the stock rate for the quantities issued free of cost.

3. EXCESSIVE/SHORT CONSUMPTION OF MATERIAL RECOVERY FROM THE CONTRACTOR
 - (a) For excessive consumption of material up to 5% (Five percentage)

Recovery will be made from the contractor at issue rate plus three percent storage charges.

 - (b) Excessive consumption of material than 5% (Five percentage)

Recovery will be made from the contractor for the excessive consumption of materials at penal rates provided in the contract plus three percentage storage charge.

 - (c) For short consumption of material up to 5% (Five percentage)

The recovery of cost of material, less consumed would be made from the contractor at issue rates.

 - (d) In case of less consumption by more than 5% (Five percentage)

The rates of concerned items will be reduced where less materials might have been consumed & the same would be reduced proportionate to the materials used shorter than prescribed. However, where it is not possible to determine the exact item on which less material has been used, the cost of materials would be received from the contractor at issue rate. Some deterrent action against the contractor would be called for by the Divisional Officer & in addition the contractor will be open to disciplinary action by Divisional Officer. In cases where the items or work become non –schedule & non agreemental due to less consumption of materials, the Executive Engineer may sanction such non schedule & non agreement rates up to the power of his technical sanction of the original works. Where amounts larger than those mentioned above are involved, the rates will be got approved from the competent authorities concerned who can approve such rates upto their powers to sanction estimates technically. It should also be left to the Executive Engineer to determine whether the structure is affected adversely by less consumption of material & in case where he feels that it is likely to be so,

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it is for him to reject the work & the decision in such matters of Executive Engineer shall be final.

4. 3% storage charges will be levied on all materials issued to the contractor from stock, the cost of which is recoverable.

5. The Octrol terminal tax, royalty & other taxes & charges on the materials issued shall be born by the contractor.

Page No 26

6. The recovery of cement & steel shall be made in the usual manner from the running bills for the up to date quantity of such material issued to the contractor notwithstanding that lesser quantity of cement & steel might have been consumed on the work & the balance quantity may be laying in the store, at the site of work.

7. Material issued at HUDA Store if not used at site will be returned in HUDA Store immediately. In case the material is not returned or lesser material is returned recovery at panel rate will be made at the rates given in the contract plus storage charges.

8. The other material mentioned in the list will be supplied to the extent of the separate security deposit of suitable amount as per direction of Engineer-in-charge.

AFFIDAVIT

IS/o
Shri.....

resident of

Distt.....Contractor/ Partner/share holders (Strike out the which is
not

applicable)(firm or contractor) do
hereby

Solemnly declare as under :-

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

DEPONENT

WITNESS

DATED :

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

DEPONENT

WITNESS

DATED :

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Contractor	Witness	Executive Engineer

HARYANA GOVERNMENT

Public Works Department
(Building and road Branch, Ambala Circle)

Notification

The 23rd January 2009

No. SE/PWD, B&R / Ambala / CZC/1 – Minutes of meeting of the Central Zonal Committee on Haryana Public Works Department, Schedule of rates, 1988 Second Edition held on 14/2/2009 at Ambala Cantt and approved by the Direction Committee of Chief Engineer received vide Engineer-in-Chief, Haryana PWD (B&R) , Chandigarh No. 35-WI-07/452/WI dated 22/1/2009.

The Direction Committee of Chief Engineer discussed the recommendations of the Central Zonal Committee and approved the fixation of the following premium on various chapters of Haryana PWD Schedule of Rates 1988, 2nd Edition. These premium will be applicable from 1st February, 2009.

Chapter No.	Description	Premium fixed	
		Through Rate	Labour Rate
1	2		3
1.	Daily Wages :	The rate to be paid as per minimum wages Act only in Case of items not covered in minimum wages Act, respective D.C.'s rates to be applicable.	
2.	Monthly Wages	No Rates Fixed	
3.	Materials	NIL	
4.	Loading and Unloading		
	(a) Item No. 4.1 to 4.2, 4.5, 4.9, 4.10, (b), 4.13 4.20 to 4.24, and 4.25, (a)	350% above	
	(b) All – other items except Item No. 4.1, 4.2, 4.5, 4.9 4.10, (b) 4.13, 4.20 to 4.24, and 4.25 (a)	350% above	
5.	Carriage :		
	(a) Item No. 5.2 (By mechanical transport) i) Upto 25 Kms. 300% above	ii) Above 25 Kms. 285% above	
	(b) All items other than item 5.2	150% above	
6.	Earth Work :		
	(a) Item No. 6.1 to 6.6 except Item No. 6.2 (g) (iv) 6.2 (g) (v) and 6.4	350% above	
	(b) Item No. 6.2 (g) (iv) and 6.2 (g) (v) (compaction)	110% above	
	(c) Item No. 6.4 (Earth Compensation)	700% above	
	(d) Item No. 6.7, 6.10 to 6.14 and 6.16 to 6.27	300% above	
	(e) Item No. 6.8 & 6.9	300% above	
	(f) Item No. 6.15 (a) and (b) (Anti Termite)	200% above	200% above
7.	Rock Cutting	350% above	
8.	Demolition	450% above	
9.	Centering and Shuttering	225% above	275% above

Chapter No.	Description	Premia fixed	Through Rate	Labour Rate
1	2			3
10.	Concrete			
(a)	All items except item No. 10.67 to 10.69, 10.74 to 10.76		340% above	370% above
(b)	Item No. 10.67 to 10.69, 10.74 to 10.76		340% above	370% above
11.	Brick work	400% above	400% above	
12.	Stone Masonry	200% above	250% above	
13.	Hoisting and Roofing :			
(a)	All items except item No. 13.11, 13.13, 13.14, 13.18 and 13.43 to 13.49		200% above	250% above
(b)	Item No. 13.11, 13.13, and 13.14 (Terracing)		400% above	400% above
(c)	Item No. 13.43 to 13.49 (C.I. items)		350% above	350% above
(d)	Item No. 13.18 (G.I. Sheet roofing)		240% above	300% above
14.	Flooring and Dados			
(a)	All items except item No. 14.19 to 14.24 And 14.48 to 14.70		340% above	500% above
(b)	Item No. 14.19 to 14.24 (Brick Flooring)		400% above	370% above
(c)	i) item No. 14.48 (a-i) & (b-i) (Glazed Tiles) ii) Item No. 14.48 (a-ii) & (b-ii) (Glazed Tiles)		95% above 95% above	230% above 120% above
(d)	Item No. 14.49 to 14.52 (Marble Stones)		90% above	90% above
(e)	Item No. 14.53		--	60% above
(f)	Item No. 14.54 to 14.61 (Stones other than Kotah)		125% above	125% above
(g)	Item No. 14.62 to 14.66 (Kotah Stones items)		200% above	150% above
(h)	Item No. 14.67 to 14.70 (W ooden Flooring)		200% above	200% above
15.	Plastering and Pointing		340% above	340% above
16.	Painting, Varnishing, White W ashing / Distempering		125% above	140% above
17.	Wood Work			
(a)	Item No. 17.1 to 17.89		250% above	250% above
(b)	Item No. 17.90 to 17.92 & 17.94 (Factory manufactured doors)		250% above	250% above
(c)	Item No. 17.93 (Flush door shutter)		150% above	160% above
18.	Steel and Iron Work :			
(a)	Item No. 18.22		350% above	450% above
(b)	Other items of steel work (except Item No. 18.22)		325% above	350% above.

Chapter No.	Description	Premia fixed	Through Rate	Labour Rate
1	2			3
19.	Lining :			
(a)	All items except Item No. 19.29 To 19.32		340% above	340% above
(b)	Item No. 19.29 to 19.32		410% above	410% above
20.	Outlets	410% above	410% above	
21.	Pile Foundations	325% above	---	
22.	Well Sinking			325% above
23.	River and Canal Protection Work :			
(a)	Item No. 23.39 only (Dumping Stone)		-----	400% above
(b)	Labour rate of items (except Item No. 23.38 & 23.39)		-----	300% above
(c)	Through rate of an items except item No. 23.1 to 23.8, 23.10 to 23.37 & 23.39 to 23.47.		325% above (for estimate purpose only)	-----
(d)	Item No. 23.38 (Wire crates)		325% above	325% above
24.	Road Work			
(a)	Labour rate of all item	-----	310% above	
(b)	Through rate of Item No. 24.34 – 24.35 & 24.38 Expansion joints & road cut		325% above	-----
(c)	Item No. 24.36 (Barbed wire fencing)		300% above	
25.	Maintenance of Furniture		175% above	215% above
26.	Miscellaneous			130% above
27.	Quantities of Materials			No rates involved
28.	Water Supply for Plains :			
(a)	All other items except item No. 28.1 to 28.6, (a to e & f to i) 28.18 to 28.19 & 28.50			250% above
(b)	Item No. 28.1 to 28.6, (a to e) 28.18 to 28.19	300% above		
(c)	Item No. 28.1 to 28.6 (f to i)	300% above		
(d)	Item No. 28.50 (a) only			800% above
(e)	Item No. 28.50 (b to e)			300% above
29.	Sewerage and Drainage :			
(a)	All item No. 29.1, 29.2 & 29.25 to 29.51	100% above		
(b)	Item No. 29.52 to 29.56	280% above	280% above	
(c)	All other except item No. 29.1, 29.2 & 29.25 to 29.56	375% above	375% above	
30.	Sanitary installations			
(a)	All other items except item No. 30.53, 30.59, 30.84 to 30.94 and 30.114 (b) and (d)		250% above	250% above
(b)	Item No. 30.84 to 30.86, 30.88 to 30.91, 30.114 (b) and (d)		300% above	275% above
(c)	Item No. 30.87, 30.92 to 30.94	225% above	225% above	
(d)	Item No. 30.53 to 30.59 (for estimate purpose)		Rs. 1500/- each	250% above.

Chapter No.	Description	Premia fixed	Through Rate	Labour Rate
1	2			3
	31. Electric Installations :			
	(a) Item No. 31.1 to 31.7, 31.19, 31.20, 31.35	130% above	-----	
	(b) Item No. 31.8 to 31.11	130% above	-----	
	(c) Item No. 31.12 (a) main switches Category (a) type	150% above	-----	
	(d) Item No. 31.12 (a) and (b) main switches And BDBS (category B and C only)		150% above	-----
	(e) Item No. 31.25 to 31.29	140% above	-----	
	(f) Item No. 31.32	175% above	-----	
	(g) Item No. 31.13, 31.14 and 31.33	175% above	-----	
	(h) Item No. 31.21	175% above	-----	
	(i) Item No. 31.24	180% above	--	
	(j) Item No. 31.22 All Items except 31.22 (iv, vi, x, xiii, xiv, xvii & xx)		180% above	--
	(k) Item No. 31.22 (iv, vi, x, xiii, xiv, xvii, xx) Copper Work	300% above	--	
	(l) item No. 31.23 all item except Item No. 31.23 (iv, vi to ix)	200% above	--	
	(m) Item No. 31.23 (iv, vi to ix) Copper work	270% above	--	
	(n) Item No. 31.30 (Street Light)	270% above	--	
	(o) Item No. 31.31 (Copper Bus Bar Chamber)	220% above	--	
	(p) Item No. 31.18 All item except 31.18 (xxxi)	200% above	--	
	(q) Item No. 31.18 (xxxi) (Flush Door Shutter)	150% above	160% above	
	(r) Item No. 31.34 All items except 31.34 (I to vi)	130% above	--	
	(s) Item No. 31.34 (i to vi) Rewinding Items	200% above	--	
	(t) Item No. 31.12 (c and d) 31.15 to 31.16	60% above	--	
	(u) Item No. 31.17	30% above	--	
	(v) Item No. 31.36 to 31.49 (i.e. newly added items)	10% above	--	
	(w) Labour Rate item No. 31.1 to 31.7, 31.21 (i) to xxvi and 31.36 to 31.39 (i.e. newly added items of copper wiring)		--	150% above
	32. Working charges of Machinery	Not fixed		
	33. Horticulture		150% above	150% above
	34. Bearing of Bridges : -----			
	(a) All items except item No. 34.7, 34.10 and 34.11	-----	Note Fixed	-----
	(b) Item No. 34.7 (Neoprene Bearings)	170% above	-----	
	(c) Item No. 34.10 and 34.11 (Expansion Joints)		170% above	-----
	A. CEMENT			
	OPC – 43 Grade Cement : Rs. 175.00 per bag of 50 kgs. Cement including the cost of empty Cement bag plus 3% Storage charges.			
	Note :-			
	1. The revised premia are based on the above mentioned		issue rates of cement.	
	2. In case the department supplies the cement, recovery will		be made on above rate irrespective of the type of cement i.e. OPC or PPC.	
	3. In case contractor is allowed to use PPC cement and		arranged by himself, deduction @ Rs. 15.00 per bags of 50 Kgs. Cement will be made.	

B. STEEL

Fe – 500, TMT Steel Bars : Rs. 35,300/- Per MT plus 3% storage charges.

1. The revised premia are base don Fe-500 TMT steel bars
2. In case department supplies the steel, recovery will be
3. In case steel is to be arranged by the agency and he is

Note :-

of the company's TISCO, SAIL, RINL or IISCO.

made on above rates.

allowed to use Fe-500 TMT steel bars companies other than above but ISI marked , the deduction @ Rs. 5000/- Per MT will be made.

Executive Engineer
HUDA Division
Rewari.

