

XEN

**HARYANA URBAN DEVELOPMENT AUTHORITY
DIVISION HORTICULTURE, HISAR
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 Providing and fixing of S.F.R.C. tree guards on road side plants on 45mtr. wide of sector dividing road of sector – 8 & 9, Sonapat. (details of the estimate of which are given in the schedule).

A/cost. Rs. 2.40 Lacs.
E/Money Rs. 4800/-
T/Limit : 2 (Two) months

2. Tenders will be received by the Tender Receiving Committee/Executive Engineer, Haryana Urban Development Authority, Division (Horticulture), Hisar at 15.00 hrs. on 09.02.2010 and will be opened at the same time in the presence of tenders 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 (Horticulture), Hisar.
3. Earnest money amounting to Rs. 4800/- in shape of Demand Drafts/ Deposit at call duly pledged in favour of Executive Engineer, HUDA, Division (Horticulture), Hisar payable at any Schedule Bank at Hisar must accompany each tender and tender is to be in a sealed cover super-scribed. "Tenders for the _____".
4. Tenders should be on prescribed form which can be obtained from the office of the Executive Engineer, Haryana Urban Development Authority, Division, (Horticulture), Hisar. The prescribed form contains the conditions of contract to be completed with by the person whose tender is accepted. Applicant will be required to pay in cash Rs. 250/- the prescribed fee for each tender form (non-refundable) supplied and should see that these are duly signed by the Dy. Supdt. of Division office.
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.
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 tender shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession Haryana P.W.D. specifications latest addition failing which his tender shall be liable to be rejected.

Contractor

Witness

Executive Engineer

XEN

8. The Executive Engineer, Haryana Urban Development Authority, Division (Horticulture), Hisar reserves the right of issuing the material to the contractor as per list enclosed for use on works at the places and rates noted 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.
9. The tender 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 para of security).
11. The approval of the acceptance of tender will rest with the S.E., HUDA Hisar 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 Engineers. 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 condition 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 tender 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 tender shall have no claim to the same whatsoever.

Contractor

Witness

Executive Engineer

XEN

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 accompanied 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. Sale/Works Tax and Income Tax will be deducted from the bills of contractor as per the instruction of the Govt.
22. Cess at minimum rate of 1% of gross construction cost and maximum @ 2% would be recoverable from the contractual agency.

Note: - HUDA reserve the right to carry out the negotiation with all the tenderer for reduction of rates if necessity arisen.

Contractor

Witness

Executive Engineer

XEN

Total estimate cost Rs. 2.40 Lacs.

Item No.	Sub Head of estimate	Rate	Unit
-----------------	-----------------------------	-------------	-------------

As per NIT at Page No, ___ to ____.

Divisional Accountant
HUDA, Div. (Horticulture),
Hisar.

Dy. Supdt.,
HUDA Div. (Horticulture),
Hisar.

Executive Engineer,
Haryana Urban Dev. Authority
Division (Horticulture),
Hisar.

Contractor

Witness

Executive Engineer

XEN

Contractor

Witness

Executive Engineer

XEN

**FORM F-1
HARYANA URBAN DEVELOPMENT AUTHORITY
DIVISION (HORTICULTURE), Hisar
SINGLE PERCENTAGE RATE TENDER**

Name of Contractor Sh./M/s. _____

Name of work : (As described at page No. 1) Job No.

TENDER FEE RS. 250/- DEPOSITED VIDE RECEIPT NO. _____ DATED _____

**Signature
(Dy. Supdt.)**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

1. All work proposed for execution by Contract will be notified in a shape of 'Notice' pasted on a board hung up in the office duly signed by the Executive Engineer Haryana Urban Development Authority referred to as Engineer-in-Charge. The detailed form of "NOTICE INVITING TENDER" can be seen in the office of Executive Engineer on any working day during working hours. This will state the work to be carried out as well as the date for submitting, opening of tenders and the time allowed for carrying out the work and the amount of security to be deposited by the successful tenderer, copies of the specification, design and drawing Contract Schedule of rates and also a 'Schedule of Ceiling Premium by which the rates for various items of the Contract Schedule of rates, shall be increased or decreased, so as to be called the "Ceiling Rates". Further any other documents required in connection with the works for purpose of identification by the Executive Engineer shall also be opened for inspection by the contractor in the office of the Executive Engineer during office hours.
2. In event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf, by a person holding power of attorney authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form stating the percentage rate above or below the "Ceiling Rates" as defined in Rule 1 at which he is willing to undertake the work. Only a single rate of percentage above/below on all items of the contract Schedule shall be mentioned in the space provided in the Tender Form. For the purpose of this single rate please see Explanatory Memo below which explains the manner in which the admissible payment shall be worked out after taking into consideration the sanctioned Ceiling Premium as enumerated in the 'Schedule of Ceiling Premium' mentioned in Rule 1 and the rate quoted by the contractor. Any rate entered outside this space may make the tender invalid. If a contractor quote more than one rate in case, only lower or lowest of the rates quoted shall be applicable and a counter offer shall be made to him accordingly at the lowest of the rates so quoted by him and in the event of his not accepting the same, his earnest money shall stand forfeited and the contractor shall have no claim to the same whatsoever.

No single tender shall include more than one work, but contractor who wishes to tender for two or more works, shall submit separate tenders for each work. Tenders shall have the name-and number of the work to which they refer written outside the envelop, in which these are sealed.

Contractor

Witness

Executive Engineer

XEN

**EXPLANATORY MEMO
REFER TO RULE 3 OF GENERAL RULES AND DIRECTIONS
FOR THE GUIDANCE OF CONTRACTORS**

For the purpose, the basis rate for particular item specified in the Contract Schedule of Rate shall be increased by the sanctioned ceiling premium as per the "Schedule of ceiling premium" which is attached and 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 of an item is Rs. 120/- per cum and sanctioned premium is 50% and 300 cum of the item 'A' is executed and for example, the rate quoted by Contractor is 3% below the ceiling rate.

QUANTITY	ITEM	UNIT	RATE	AMOUNT
300 cum	'A'	cum	Rs. 120/-	Rs. 36000/-
			Add ceiling premium @ 50%	Rs. 18000/-
			Gross Total :-	Rs. 54000/-
			Less contractor rate 3% below ceiling rate	Rs. 1620/-
			Net payable	Rs. 52380/-
			If the rates quoted by the contractor was 5% above the amount net payable would be as under: -	
			Gross Total	Rs. 54000/-
			Add Contractor's Rate 5% above ceiling rate	Rs. 2700/-
			Net Payable	Rs 26700/-

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 reserves the right to reject all or any of the tender without assigning any reason.
6. The Haryana Urban Development Authority may refuse or suspend payments on account of a work which is executed by firm or by contractor described in their tender as a firm, unless receipt 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.
7. The receipt of an Divisional Accountant or Dy. Dupdt. for any money paid by the contractor will be considered as a acknowledgement of payment to Executive Engineer and the contractor shall be responsible for ensuring that he procures a receipt, duly signed by an authorized person.
8. The memorandum of work tendered for an the memorandum of materials to be supplied by the Haryana Urban Development Authority and their issue rates, shall be filled in the and completed in the office of the Executive Engineer before the tender is issued to an intending tenderer, without having been so filled in and completed he shall request the office to have this done before he completes & delivers the tender.

Contractor

Witness

Executive Engineer

XEN

TENDER FOR WORKS

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

at

--

--

(in figures) (in words)

Percent ABOVE/BELOW the Ceiling Rates worked out as per the contract Schedule of Rates and the Schedule of ceiling Premia read with the amended Rule in accordance in all respects with the specifications drawing and instructions, in writing, referred to in amended Rule thereof and in clause-II of the annexed conditions and with such materials as are provided for by Engineer-in-charge in all other respects in accordance with such conditions as applicable

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

MEMORANDUM

- (a) General Description : See At Page No. - 1
:
- (b) Estimated cost : Rs. 2.40 Lacs.
- (c) Earnest money (@2% of estimated cost) : Rs. 4800/-
- (d) Security deposit (including earnest money) : @ 5% 12000/-
- (e) Percentage if any to be deducted from bills : 5% including earnest money
- (f) Time allowed for the work from the date of written order to commence : 2 (Two) months

In case this tender is accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto as applicable, or on its 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. 4800/- 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 other rights or remedies. Should I/We fail to commence the work specified in the above memorandum the said sum of Rs. 12000/- shall be retained by the by the Haryaan Urban Development Authority on account of the security deposit specified in, clause 1 of the said conditions of contract. Should I/We withdraw or modify the tender after the date of opening the tender, my/our earnest money shall stand forfeited to the Haryana Urban Development Authority.

Witness

Signature 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 (Hort.), Hisar

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 as per memorandum) within 10 days of the acceptance of the tender by way of security deposit in case of default, the earnest money already lying with Executive Engineer shall stand absolutely forfeited to the Haryana Urban Development Authority or its successor in office and the contract shall stand terminated or in the alternative, at the discretion of the Engineer-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 well (with the earnest money deposited by him) amount to 5% of all moneys so payable, such deductions to be held by Haryana Urban Development Authority by way of security deposit. All compensation or other sums of money payable by the contractor 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 and in the event of his security deposit being deducted by reason of any deduction, the contractor shall within 10 days thereafter make good in cash as aforesaid any sum which may have been deducted from his security deposit or any part thereof.

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

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

XEN

(a) To rescind the contract of which rescission notice in written to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in such case the security deposit of the contractor shall stand forfeited and belong absolutely to the Haryana Urban Development Authority.

(b) To employ labour paid by the Haryana Urban Development Authority to supply material 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 (for the amount a certificate of the Executive. Engineer shall be final and conclusive, against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to the value of the work done shall be final and conclusive against contractor.

(c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to gives it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work has been executed by him (for the amount the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Haryana Urban Development Authority under the contract or otherwise or from his security deposit.

In the event of any of the above course adopted by the Executive Engineer, the contractor shall have no claim for the compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof, actually performed under this contract unless and until the Executive Engineer 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 Contractor remains liable to pay compensation if action not taken under clause 3 : In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same shall not exercised the non-exercise there of shall not constitute a waiver of any of the condition thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of contractor, for past and future compensation shall remain unaffected.

Power to take possession or require removal or sell contractor's plant : In the event of the Executive Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof belonging to the Contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to be certified by the Executive Engineer where certificate thereof shall be final, otherwise the Executive Engineer may be notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants,

XEN

materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale, on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer to the expenses for such removal and the amount of the proceeds and expenses, if any, shall be final and conclusive against the contractor.

Clause -5 Extension of time : If the contractor desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply, in writing, to the Executive Engineer within 30 days of the date of the hindrance but before the expiry of the contractual period on account of which he desires such extension as aforesaid and the competent authority shall, if in his opinion (which shall be final reasonable ground) be shown therefore authorize such extension of time if any so may in his opinion be necessary or proper.

Clause-5(a) Contractor to submit a return every month on any work claimed as extra : The contractor shall deliver in the office of the Executive Engineer on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra and such return shall contain the value of such work as claimed by the contractor, which value shall be based upon the prices in the contract or in Schedule of rates force in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatsoever kind. However arising which at the date thereof, he has or may claim to have against the Executive Engineer under or in respect of or in any manner, arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claim not so included whatsoever be the circumstances.

Clause-6 Without prejudice to the right of Haryana Urban Development Authority, under any clause hereinafter contained on completion of the work, the contractor shall be furnished with the certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor work shall be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off dirt from all wood works, floor, other parts of any building in, upon or around which the work is to be executed, or part of which he had in 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 of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge at the expense of the contractor shall remove such scaffolding, surplus materials and rubbish and dispose of the same as he may think fit and clean off such dirt as aforesaid and the contractor shall pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or such surplus materials as aforesaid except for any sum actually realized on account of sales, thereof.

Clause-7 Payments on intermediate certificates to be regarded as advances : No payment shall be made for works estimated to cost less than Rs. One thousand, till the whole of the works shall have been completed and the certificate of completion given. But in the case of work estimated to cost more than Rs. One thousand the contractor not submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof as approved and passed by Engineer-in-charge, whose certificate of

Contractor

Witness

Executive Engineer

XEN

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 advances against the final payment only and not as payments for the works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing 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 far the final settlement and adjustments of the accounts or otherwise or in 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 the work, otherwise the Engineer-in-charge's certificate of the measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the accounts however, shall be determined after pre-audit of the bill by the accounts Departments authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined by the 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 about the facts of 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 contractor under this contract shall be payable to contractor after a period of three months has lapsed after the payment of final bill.

Clause-8 **Bills 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 and the Engineer-in-charge shall take 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 to do 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 and the Engineer-in-charge may prepare, a bill from such list which shall be binding on the contractor in all respect.

Clause-9 **Bills to be on printed forms** : The contractors 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 rates specified in the tender or in the case of any extra works ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate 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 Engineer-in-charge's store or if it is required that contractor shall use certain store to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as herein-after mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning for effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and 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 the materials and stores so supplied at the rates specified in the said schedule of memorandum may be set off or

Contractor

Witness

Executive Engineer

XEN

deducted from any sums due or thereafter to become due, to the contractor under the contract or otherwise against or from the security deposit. Materials supplied to the contractor shall remain the property of 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 & shall all times be opened for 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, in writing, under his hand he shall so 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 to be supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

Clasue-11 Works to be executed in accordance with specifications drawing orders etc : The contractor shall execute the whole and every part o the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with Haryana P.W.D. specification latest edition / specifications as may be specifically provided for. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing 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 his office or at the site of the work. For the purpose of inspection during office hours, the contractors shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs and instruction as aforesaid.

Clause-11A Removal of employee workman and foreman : The Engineer-in-charge shall have full powers at all time to object to the employment of any workman, Foreman or other employees on the work by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of such workman from the work, the contractor shall comply with the request forth with.

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

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

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

XEN

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 rate entered in the 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 Engineer-in-charge of the rate, which it is his intention to charge for such class of work. If Engineer-in-charge does not agree to his 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 the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned 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 the 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 respective Superintending Engineer, HUDA shall be final.

- Clause 13** **No compensation for alternation in or 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 contractors 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 which he did not drive 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, drawing, designs and instructions which shall involve any curtailment of the work originally contemplated.
- Clause-14** **Action and 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 workmanship or with material of any inferior description or that any material or article provided by him for the execution of the work are unsound or of a quality inferior to the contract or otherwise not in accordance with the contract, the contractor shall on demand, in writing, from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for the forthwith rectify or removed 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 article at his own charge and cost. In the event of its 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 on the amount of estimate of everyday not exceeding ten 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 or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense of the contractor.
- Clause-15** **Work to be open to inspections, contractor or his responsible agent to be present :** All works 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 time with

Contractor

Witness

Executive Engineer

XEN

reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly authorized, in writing, present for that purpose. Orders given to the contractor's agent shall considered to have the same force as 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 then five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement 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 measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clasue-17 Contractor liable for damage done and for imperfections for 3 months after certificate : If the contractor or his work people or servants shall break, deface, injure or destroy and part of a building in which they may be working, on any building, Road, Fence, enclosure or grass, land, cultivated ground or the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its completions, shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses and in default, the Engineer-in-charge my cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) form any sums that may be then, or at any time thereafter, may become due to the contractor or from his security deposit.

Clause-18 Contractor to supply plant ladders, scaffoldings etc : The contractor shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliance, ladders, cordage, scaffolding and temporary works required 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 the 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 thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor, as the expense may be deducted form any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof. The contractor shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, actions or other proceedings at law that may be brought by any person

XEN

for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

- Clause-19** No female labour shall be employed with the limits of Cantonment.
- Clause-19A** No labour below the age of 12 years shall be employed on the work.
- Clause-19B** The contractor shall pay his laborer not less than the wages determined under minimum wages act for the District.
- Clause-20** **Work on Sunday** : No work shall be done on Sunday without the sanction, in writing, of Engineer-in-charge.
- Clause-20A** **Contractor liable for payment of compensation to injured workman or in case of death to his relations** : In every case in which by virtue of the provision of section 12, sub section (1) of the workmen's compensation Act, 1923. Haryana Urban Development Authority is obliged to pay compensation to workman employed by the contractor, in execution for the works. Haryana Urban Development Authority will recover from the contractor the amount of the compensation so paid and without prejudice to the right of Haryana Urban Development Authority under section 12, sub section (2) of the said acts, Haryana Urban Development Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security or from any sum due 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 except on the written request of the contractor and upon his giving request 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** **Work not be sublet. Contract may be rescinded and security deposit forfeited** : The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall reassign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, reward or otherwise, shall either directly or indirectly be given, promise or offered by the contractor or any of his servants or agents or any public officer or person in the employment of Haryana Urban Development Authority, 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 security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Haryana Urban Development Authority. The same consequence shall ensue as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.
- Clause-22** **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss** : All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

XEN

- Clause-22A Deduction of amounts due to Government on any account whatsoever to be recoverable form sums payable to a contractor :** Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Haryana Urban Development Authority by the contractors in respect of this contract or any other contract or work order for any sum whatsoever shall be recoverable from the contractor from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of the Haryana 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 firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.
- Clause-24 Work to be under directions of Superintending Engineer :** All works to be executed, under the contract shall be executed under the directions of and subject to eh approval of the Superintending Engineer, Haryana Urban Development Authority circle Hlsar 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 payment of any extra ordinary nature to be referred to HUDA for decision :** No claims 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 compensating where work has been temporarily brought to a standstill with no fault of the contractor, shall be allowed unless and to the extent that the same shall have been sanctioned by the Haryana Urban Development Authority.
- Clause-25A (i)** If any dispute or difference of any kind whatsoever shall arise between the HUDA/or authorized representative of HUDA and the contractor in connection with or arising out of the contract, or the execution of th work that is (i) whether before its commencement or during he 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 Engineer-in-Charge shall with in a period of sixty days after being requested, in writing, made by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-in-charge as aforesaid, with all due diligence wither 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 within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of firt sixty days, after being requested, from the date of 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 relevant 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

Contractor

Witness

Executive Engineer

XEN

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. There 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 in the course of his duties as a Govt. servant/in service of HUDA he has expressed his views on all or any of the matter 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 this predecessor.

Or

In case the arbitrator nominated by the Engineer-in-Chief / Chief Engineer, HUDA is unable or unwilling to act as arbitrator such for any reason, whatsoever the Engineer-in-Chief / Chief Engineer, HUDA shall be competent to 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 arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25000/- the arbitrator must invariably give reasons for his award in respect of each claim and counter/claims separately.

(iv) 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.

(v) The following matters shall not lie within the preview of arbitration : -

- a) Any dispute relating to the levy of compensation as liquidated damages, which has already been referred to the Superintending Engineer and is being heard or/and has been finally decided by the Superintending Engineer, In-Charge of the work.
- b) Any dispute in respect of substituted, altered, additional work/omitted work/defective work referred by the contractor for the decision of Superintending Engineer In-Charge of the work if it is being heard or has already been decided by the said Superintending Engineer.
- c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the 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 arbitrator 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

XEN

cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment or whole sum in the absence of any such cost being awarded will be refunded to him within one month from the date of the award.

<u>Amount of claims</u>	<u>Rate of Security deposit</u>
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.	7½% of amount claimed.

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

(viii) The venue of arbitration shall be such place 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 claim for arbitration if the appointment 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 recession, or
- e) Of receiving an intimation from the Executive Engineer-in-Charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive.

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

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

(x) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Courts without first involving and completing the arbitration proceedings as above. If the scope of the arbitration specified herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before before a Civil Court. The tendency of arbitration proceedings shall not disentitle the Engineer-in-Charge, HUDA to terminate the contract and make alternative arrangements for the completion of the work.

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

XEN

(xii) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1940 or any other law in force for the time being.

- Clause-26** 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 manufacturing of an article to be supplied under this contract e.g. fluctuation in railway freight on coal required for burning bricks will not be taken in to consideration, or for an article which forms part of a finished work for purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place 'B' to form part of 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 items 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 specification** : In case of any class of work for which there is no specifications 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, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.
- Clause-29** **Definition on work** : The expression "Work or Works" where used in these conditions shall unless specified either in subject or context repugnant to such construct or be constructed & taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- Clause-30** The percentage referred to as page-7 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Haryana Urban Development Authority or direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the Haryana PWD Schedule of Rates 1988.
- Clause-31** Unless otherwise specified in the contract, the term "Engineer-in-charge" referred to in the tender and contract for the work means Executive Engineer, HUDA, Division No-II, Hisar.
- Clause-32** The contractor shall be responsible for making his own arrangements for securing licenses for the materials and their transportation required for the work 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 work 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.

Contractor

Witness

Executive Engineer

XEN

- 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 as 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 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, all duties and all other taxes as applicable including labour welfare ceiss.
- 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 provide 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 wage 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 the work can be increased or decreased according to the requirement of the department and no claim whatsoever on this account will be entertained.
- Clause-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 damages caused by breakage from the moment the stores are handed over to his charge.
- Clause-45** 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 department and consequent delay in the execution of work.
- Clause-46** The contractor will inform the C.M.O. about the employment of laborer 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.

Contractor

Witness

Executive Engineer

XEN

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.

Contractor

Witness

Executive Engineer

**HARYANA URBAN DEVELOPMENT AUTHORITY
CONTRACTS LABOUR REGULATIONS**

1. **Short titles** : These regulations may be called Haryana (1) Public Works Department Contractors Labour Regulations.
2. **Definitions** in these regulations unless otherwise expressed or indicated the following words and expression shall have the meaning given herein against them respectively that is to say.
 - a) "Labour" means workers employed by the contractor directly or indirectly through sub contractor or other person or by an agent on his behalf.
 - b) Fair wages means wages whether for time or piece work notified at the time of submitting tender of the work and 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) "Contractors" shall include every person whether a sub-contractor or headmen or agent employing labour on the work taken on contract.
 - d) "Wages" shall have the same meaning as defined in the payment of wages Act, 1936 and include time and piece rate wages.
3. **Display of notice regarding wages etc.** The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous place on the work notice in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Haryana Public Works Department and the hours of work for which such wages 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 wage period shall exceed one month.
 - (iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of wage period in respect of which the wage 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 day of expiry of the month in which his employment is terminated.
 - (v) All the payment of wages shall be made on working day.
6. **Wages book and wages slip etc.**
 - [1] The contractor shall maintain a wage book of each worker in such form as may be convenient but this shall include the following particulars.
 - (a) Rate of daily or monthly wages or contract wages.
 - (b) Name of work on which employed.
 - (c) Nature of work on which employed.

XEN

- (d) Total number of days worked during each wage period and total amount payable for the work during wage period.
 - (e) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage 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 and Slip to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.
7. [1] Fines and deductions which may be made from the wages of a worker shall be paid to him without any deduction of any kind except the following.
- (a) Fines.
 - (b) Deductions for absence from duty i.e. from the place of places where by the term of his employment he is required to work. The amount of deduction shall be proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for less or more 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 Haryana Urban Development Authority may from, time to time allow.
- [2] No fine shall be imposed on a worker and no deducting for damage shall made be from his wages until the worker has been given an opportunity or showing causes against such fines or deductions.
 - [3] The total amount or fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paisa i a rupee of the wage payable to him in respect of that wage period.
 - [4] No fine imposed on a worker shall be recovered from him installment or after expiry of 60 days from the date on which it was imposed.
8. **Register of fines act-8 [1]** : The contractor shall maintain a register of fines and 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 and local Indian Language clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clear and legible condition at conspicuous place on the work.
9. **Preservation of Books** - The wage book, the slip and the register of fine deductions required to be maintained under the regulation 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 Office or any other person authorized by the Haryana Urban Development Authority on their behalf shall have power to make enquiry with a view to ascertaining and enforcing due and proper observances of the wage clause & the provisions of these regulations. He shall investigate into any

Contractor

Witness

Executive Engineer

XEN

complaint regarding the default made by contractor - 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 executive Engineer concerned indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the laborers with a note that necessary deducting from the contractors bill be made and wages of the other dues be paid to the laborers concerned.
12. **Appeal against the decision of Labour Welfare Officer** - Any person aggrieved by the decision and recommendation of the labour welfare officer or other person so authorized may appeal, against such decision to the Labour commissioner but subject to such appeal, to 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 investigation or enquiry appeal or any other proceedings under these regulations.
14. **Inspection of Register** - The contractor shall allow inspection of the wages book and wages slip to any of his workers or to his agent at a convenient time and place after due notice 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 maintain and submit periodical return as may be specified from time to time.
16. **Amendment** - The Haryana Urban Development Authority from time to time add or amend these regulations and or any question as to the application, interpretation or effect of these regulation 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 of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him.
 - a) Suitable temporary hutting accommodation.
 - b) Trench Latrine, bathing enclosure, platforms, separately for men and women with 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 and cost thereof shall be recovered from the contractor. Any dispute regarding above point shall be settled by the Engineer-in-charge and his decision shall be final.

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 was 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 wage prescribed by the Public Works Deptt., Building and road branch, Haryana for the district, in which the work is done.

- (b) The contractor shall, not with standing the provisions of any agreement to the country, 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 performance of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Public Works Deptt. Contractors' 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 unauthorized made, maintenance of wage register, wage slip, publication of wages and other terms of employment inspection ad 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 some required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the regulation is referred to in clause (c) above).
- (e) Vis-à-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 breach thereof shall be deemed to be a breach 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 form the contractor that he has made payment to all workers connected with the execution of the 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 rate of their wages, calculated by the hour.

**LIST OF MATERIAL TO BE ISSUED BY THE ENGINEER-IN-CHARGE OF THE WORKS
TO THE CONTRACTOR**

NOTES:

1. All the materials, will be issued at the place of issue given 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 carried out by the contractor.
2. In case my quantity of cement, steel, coal or any other controlled or uncontrolled commodity for use directly on the aforesaid work of manufacturers or 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 qualities actually required to be used as per specification therein stipulated or these from fixed by the Engineer-in-charge, the cost of such quantities of the materials shall without prejudice to other rights and remedies available to the Haryana Urban Development Authority be recoverable from the contractor on double the 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. **EXCESS/SHORT CONSUMPTION OF MATERIAL RECOVERY FROM CONTRACTOR**
 - a) **For excessive consumption of Material upto 5% (five percent).**

Recovery will be made from the contractor at issue rate plus 3% storage charges.
 - b) **Excessive consumption of material more than 5% (five percent)**

Recovery will be made from the contractor for the excessive consumption of materials of panel rate provided in the contract plus three percent storage charges.
 - c) **For short consumption of material upto 5% (five percent)**

The recovery of cost of material less consumed would be made form the contractor at issue rates.
 - d) **In case of less consumption by more than 5% (five percent)**

The rates of concerned items will be reduced where less materials might have been consumed and the same would be reduced proportionate to the materials used shorter that prescribed. However where it is not possible to determine the exact item on which less materials has been used, the cost of materials would be recovered from the contractor at issue rate and in addition the contractor will be open for disciplinary action by the Divisional Officer. In case where the items of work become non-schedule and non-agree mental due to less consumption of materials, the Executive Engineer may sanction such non-schedule and non agreement rate upto the power of his technical sanction of original work 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 and in cases where he feels that it is likely to be so, it is for him to

XEN

rejected the work and 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 octroi, terminal tax, royalty and other taxes and charges on the materials issued shall be borne by the contractor.
6. The recovery of material issued by HUDA store shall be made in the usual manner from the running bills for the upto date quantity of such materials issued to the contractor notwithstanding that lesser quantity of material might have been consumed on the work & the balance quantity may be lying in 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.

XEN

Name of work : **At Page No-I**

A/cost Rs. **2.40 Lacs**

Schedule showing (approximately) materials issued form Haryana Urban Development Authority, stores for works contract to be executed and the rates at which are to be charged for

Sr. No.	Description	Rate to be charged from the contractor for supply	Place of issue
1	Portland cement in bags to weight 50 Kgm. inclusive of weight of bag.	at the rate of Rs. 245/- 3% S.C per bag inclusive value of empty bag.	At HUDA stores Bhattu
2.	Salt glazed stone ware pipes (1) _____ mm i/d (2) _____ mm i/d (3) _____ mm i/d	@ Rs. _____ per pipe of 60 Cm. @ Rs. _____ per pipe of 60 Cm. @ Rs. _____ per pipe of 60 Cm.	
3.	(a) R.C.C. pipe i) _____ mm i/d ii) _____ mm i/d iii) _____ mm i/d per meter b) Collars i) (a) _____ mm ii) (a) _____ mm iii) (a) _____ mm	@ Rs. _____ per meter @ Rs. _____ per meter @ Rs. _____ per meter DELETED @ Rs. _____ per collar @ Rs. _____ per collar @ Rs. _____ per collar	
4.	Pig lead for C.I. water pipes	Free of cost (for labour rates item)	-- do --
5.	C.I. pipes & specials (i) (a) _____ mm i/d (b) _____ mm i/d (c) _____ mm i/d (d) _____ mm i/d ii) Specials	@ Rs. _____ Per meter. @ Rs. _____ Per meter. @ Rs. _____ Per meter. @ Rs. _____ Per meter.	
6.	Bitumen 80/100 grade	@ Rs. _____ per metric ton.	

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

Contractor

Witness

Executive Engineer

XEN

AFFIDAVIT

I, _____ S/o _____ Sh.
_____ resident _____ of
_____ Section _____ 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 and
3. That the said person / firms are not 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 :

Contractor

Witness

Executive Engineer

XEN

Name of work :- **Providing and fixing of S.F.R.C. tree guards on road side plants on 45mtr. wide of sector dividing road of sector –8 & 9, Sonapat.**

Ch. to :- **Dev. of road side and central verge plantation on 45mtr. wide sector dividing road of sector –8 & 9, Sonapat.
(E/Cost = Rs. 16.21 Lacs.).**

A/C Rs. 2.40 Lacs.

CONTRACT SCHEDULE OF RATES

Sr. No.	HSR Item Description	Qty.	Rate / Unit
1.	Appd. Item Prov. & fixing of steel fibre reinforce concrete (S.F.R.C.) tree guard consisting of four pannel and one pannel of size 1800 mm x 620 mm x Av. 32 mm thick with 12 slite of 95 mm x 350 mm & having opening of bottom 500 mm x 500mm and fixing after excavation of 4 Nos block and making HUDA Monogramme on each pannel complete in all respect and as per drawings enclosed with the DNIT and to the entire satisfaction of the Engineer-In-Charge.	200 Nos.	Rs. 1200/- Each.

The minimum volume of fibre shall be 0.5% of the volume of concrete.

The reinforcement shall confirm to IS : 226 : 1975 or ISI Part - I & II 1982 of ISI 786 : 1985 as appropriate.

**Executive Engineer,
HUDA, Hort. Division,
Hisar.**

GENERAL CONDITION

1. This contract of schedule of rates is an extract of the relevant item from the Haryana PWD schedule of rates 1988 and is to be read with another schedule attached here to namely as the 'SCHEDULE OF CELLING PREMIA' for this purpose of cross reference against each item, the chapter No. and item No. has been indicated.
2. The work will be carried out according to PWD book of specification 1990/latest edition/I.R.S. specification which will form a part and parcel of this contract schedule of rate.
3. Approximate quantities are given in the contract schedule of rates and these can vary at the time of execution of work. The payment will be made accordingly to the actual work done by the contractor.
4. The work will be considered to be situated in the Municipal limits for all purpose.
5. The items hereafter are described very briefly but the description would mean the completed description in the Haryana P.W.D. schedule of rates 1988.
6. All the items in the contract schedule of rates are subject to the foot notes as given in the Haryana PWD schedule of rates 1988 regarding those items.
7. Any items of work not provided in the contract schedule of rates but require to be executed will be paid at the Haryana PWD schedule of rates 1988 together with ceiling premium exhibited in the NIT for various chapter where the item exists in the Haryana PWD schedule of rates 1988 subject to premium or discount tendered by the contractor. In case of non-schedule item, this will be cover by clause 12 of the agreement/approved NIT/Tender form.
8. All amendments issued in the Haryana PWD schedule of rates 1988 uptill the date of opening of tender will be applicable on the contract schedule of rates.
9. The list of ceiling premia admissible on various items contained in the various chapters of the Haryana PWD schedule of rates 1988, is attached with the "NOTICE INVITING TENDERS" and shall form the part and parcel of the contract schedule of rates. The same ceiling premia will be allowed on the various items contained in the contract schedule of rates. All these items which do not fall within the Haryana PWD schedule of rates 1988 i.e. approved items, the ceiling premia shall be zero.
10. No. claim will entertained from the contractor in case mistake in description rates or unit occur in any of the items taken in contract schedule of rates on accounts of typing comparison or over sighting. If there will be mistake the same shall be rectifiable at any stage as per Haryana PWD schedule of rates, 1988 with amendments of the same received from time to time.
11. The success full tenderer shall have to sign an 'AFFIDAVIT' to the effect that he has no relations or connection with the firm/contractor black listed by the Haryana Govt./Government of India from time to time. The form of affidavit annexed at page No.

XEN

12. The earnest money deposited by the firm/contractors will refunded after acceptance of tenders of three months which ever is earliest.
13. The firm/Contr. who depositer the earnest money for the purchase of tender documents and does not submitted his offer. The earnest money in this case also will be refunded only after acceptance of tender or three months which ever is later mention above.
14. The earnest money deposited by the firm/contractor will be refunded through cheque after the allotment of work of three months whichever is earlier/later mention above.
15. Nothing extra shall be paid on account of any damage due to rain flood or and other act of God.
16. All the pages of the tender from must be singed by the tendered before submitting the tender failing which the tender shall be treated as invalid.
17. The measurement of earth work shall be made on cross section basis after compaction. To determine the quantity of earth work level shall be taken before the commencement of work and also after completion of work.
18. 20% deduction shall be made in case loose earth is measured and paid for on cross section basis for payment.
19. No. pits shall be dug by the contractor near the site of work or taking earth required for filling in case of default, the pits / pits so dug will be refilling by the department at the cost of contractor plus 14% departmental charges.
20. All charges such as royalty municipal taxes, octroi charges, forest tax, sale tax and other kind of taxes shall be paid by the contractor and are inclusive in the rates quoted by the contractor.
21. All causes of work not otherwise described shall be executed in accordance with the principles laid down in the PWD public health branch specification and B&R branch book of specification edition in the building works etc.
22. Bricks will be arranged by the contractor himself No. condition in the respect will be entertained.
23. All types of steel required shall have to be arranged by the contractor at his own sources and the test report from the approved laboratory will be finished before the steel used at the site of work. However, any counter test if required by the Engineer-In-Charge will be done by the contractor his own risk and cost.
24. 4% S.T. Income Tax alongwith surcharge will be deducted from contractor on gross amount as per Govt. instructions.

**EXECUTIVE ENGINEER
HUDA HORT. DIVISION,
HISAR.**

XEN

Name of work:- **Providing and fixing of S.F.R.C. tree guards on road side plants on 45mtr. wide of sector dividing road of sector –8 & 9, Sonapat.**

Ch. to :- **Dev. of road side and central verge plantation on 45mtr. wide sector dividing road of sector –8 & 9, Sonapat.
(E/Cost = Rs. 16.21 Lacs.).**

A/C Rs. 2.40 Lacs.

Abstract of Cost

Sr. No.	HSR Item	Basic Cost	C.P.	Cost due to C.P.	Total Cost
1.	Appd. Item	240000.00	Zero%	---	240000.00
				Total	240000.00

Say Rs. 2.40 Lacs.

**Executive Engineer,
HUDA, Hort. Division,
Hisar.**