



HARYANA URBAN DEVELOPMENT AUTHORITY

DIVISION NO. 1, FARIDABAD

Notice Inviting Percentage Rate Tenders

1. Tenders are hereby invited from the contractors who are on the approved list of the HUDA For the work Providing external water supply scheme in Sector-2, 61, 62, 64 & 65, Faridabad. "Construction of boosting chamber and all other work contingent there to."

(details of the Estimate of which are given in the schedule).

A/ cost . **Rs.9.90 lacs**

E/ Money **Rs.19800/-**

T / Limit : **2 Months**

2. Tenders will be received by the Tender Receiving Committee in the office of Administrator, HUDA, Fbd./ Executive Engineer, Haryana Urban Development Authority Division No. 1 Faridabad at 15.00 hours on 16.02.2010 and will be opened by him at the same time in the presence of tenderers or their agent who may like to be present. Tenders must be delivered in person by the intending contractor or his agent to the Tender committee / Executive Engineer, Haryana Urban Development Authority Division No. 1 Faridabad.
3. Earnest money amounting to **Rs. 19800/-** in shape of Demand Draft / Deposit at call duty pledged in favour of Executive Engineer, HUDA, Division No. 1 Faridabad payable at any schedule Banks at **Faridabad** must accompany each tender , and tender is to be in a sealed cover subscribed "Tender for the (Name of work at para no.1 above)
4. Tenders should be on prescribed form which can be obtained from the office of the Executive Engineer, Haryana Urban Development Authority Division No. 1 Faridabad. The prescribed form contains the Conditions of contract to be complied with by the person whose tender is accepted. Applicant will be required to pay in cash **Rs.500/-** 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, schedule of quantities, the detailed plans and specifications can be seen at the Divisional Engineer's office during office hours.
6. Tender should be made at a percentage above or below the rate in the details of estimate in the 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 edition failing which his tender shall be liable to be rejected.
8. The Executive Engineer, Haryana Urban Development Authority Division No.....1..... Faridabad reserves to himself the right of issuing the materials to the contractors as per list enclosed for use on works at the places and rates noted against each plus 3% storage charges. The materials are to be issued from stock. The contractor shall be held responsible for obtaining from Haryana Urban Development Authority all such materials required for work and for making payment there or by deduction from his bills at the rates specified.
9. The tenderer shall initial all correction in his tender as regards percentage, time etc. Non - compliance with this condition will render the tenderer liable to be rejected.
10. The contractor whose tender is accepted will be required to execute a contract deed on the prescribed form mentioned in paragraph 4 above and will be required to furnish

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a security for the due fulfillment of his contract. This security will consist of deduction of the percent from the monthly payment to be made on account of work done (The earnest money will be treated as part of the security).

11. The approval of the acceptance of tender will respect with the C.E. / **S.E.** / E.E. **HUDA Faridabad** who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason.
12. If the tenderer modifies or withdraws his tender subsequently to the Executive Engineer. While on one hand he is liable to be black listed, on the other hand his earnest money shall be forfeited without prejudice to other rights & other 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 & 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 & remedies to the Executive Engineer.
13. No conditional tenderer should be given, only premium or rebate should be quoted. A conditional tender is liable to be rejected outright at the discretion of the accepting authority in the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tender to do the work at the premium and rebate quoted by him without the conditions, if tender refuses to accept the said counter offer to do the work at the premium or rebate quoted by him without the conditions within one week of the said offer having been made by the accepting authority, his earnest money shall stand forfeited & tenderer shall have no claim to the same whatsoever.
14. The contractor (s) shall sign on all pages of the tender form. The signature of the contractors will be witnessed by the persons known to the Executive Engineer, HUDA or by any Notary Public. If the tender documents are not signed in the manner specified the tenders may 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 firm / contractor blacklisted by HUDA / Haryana Govt. / Govt. of India, from time to time. The form of affidavit is annexed at page __28__ 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 Tender or three months, which ever is later.
21. Sales / Works Tax, and Income Tax will be deducted from the bills of contractor as per the instruction of the Govt.
22. Cess @ maximum 2% but not less than 1% of the total cost of construction will be deducted from the bills of the contractor as per Govt. instructions issued from time to time and same will be transferred in Haryana Building and other construction works welfare fund.

Authority : EIC HUDA Panchkula Memo no. 7132 dated 28.5.2007

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Total estimated cost **Rs.9.90 lacs**

Item No.	Sub Head of estimate	Rate	Unit
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As per Page - 1

As per N.I.T. Page.....1.....to56.....

Divisional Accountant
HUDA, Divn. No.....1.....Faridabad.
No...1.....Faridabad.

Dy. Supdt.,
HUDA Divn. No...1.....Faridabad

Executive Engineer
Haryana Urban Dev.Authority
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HARYANA URBAN DEVELOPMENT AUTHORITY

DIVISION NO...1.....FARIDABAD

SINGLE PERCENTAGE RATE TENDER

Name of Contractor Sh. / M/s _____

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

Job No. 145

TENDER FEE RS. _____ DEPOSITED VIDE RECEIPT NO. _____

DATED _____

**Signature
(Dy. Supdt.)**

GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS

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, Division No.....1.....Faridabad 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. This form will state the work to be carried out, as the date of submitting & opening tenders & the time allowed for carrying out the work, also the amount of security to be deposited by the successful tenderer, copies of the specification, design & drawings contract schedule of Rate & also a “Schedule percentage of Ceiling Premia” by which the rates for various items of the Contract Schedule of rates, shall be increased so as to be called the “Ceiling rates”, Further any other documents required in connection with the works signed for purpose of identification by the Executive Engineer shall also be opened for inspection by the Contractors 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 a power of attorney authorising him to do so.
3. Any person who submits a tender shall fill up the usual printed form stating the percentage above or below the “Ceiling rates” as defined in Rule 1 at which he is willing to undertake the work. only one single rate of percentage above or 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 permissible payment shall be worked out after taking into consideration the sanctioned Ceiling Premia as enumerated in the :schedule of Ceiling Premia” mentioned in Rule 1 & the rate quoted by the Contractor. Any rate entered outside this space may render the tender invalid. If a contractor quoted more than one rate in that case only lower or lowest of the rates so quoted shall be applicable and a counter officer shall be made to him 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. Tenders shall have the name and number of the work to which they refer written outside the envelop, on which they are sealed.

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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.

<u>QUANTITY</u>	<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>	<u>AMOUNT RS</u>
300 cum	'A'	Cum	Rs. 120/-	Rs. 36,000/-
		Add Ceiling Premium @50%		Rs. 18,000/-
		GROSS TOTAL :		Rs. 54,000/-
		Less Contractor rebate 3% (-)		Rs. 1,620/-
		NET PAYABLE		Rs. 52,380/-
If the rate quoted by the Contractor was 5% Above the amount, net payable would be as Under				
		GROSS TOTAL :		Rs. 54,000/-
		Add Contractor's Premium 5%		Rs. 2,700/-
		NET PAYABLE		Rs. 56,700/-

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 | : <u>As per page -1</u> |
| | | : _____ |
| (b) | Estimated Cost | : Rs.9.90 lacs |
| (c) | Earnest Money (@2% of estimated cost) | : Rs. 19800/- |
| (d) | Security deposit (including earnest money) | : @5% Rs.49500/- |
| (e) | Percentage if any to be deducted from bills | : <u>5% including earnest money</u> |
| (f) | Time allowed for the work from date of written order of commence | : 2 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. 19800/-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/We fail to commence the work specified in the above memorandum the said sum of **Rs.49500/-** 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/We 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 No.....1....., Faridabad.

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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 with 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 with 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, **Faridabad** 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 nay 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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- (a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), & in which case the security deposit of the contractor shall stand forfeited & shall be absolutely at the deposit of 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 labour and the price of the materials (for the amount of which cost & price a certificate of the Executive Engineer shall be final & conclusive, against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (c) The measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to give 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 had been executed by him (for the amount of which excess the certificate in writing of the Executive Engineer shall be final & conclusive) shall be borne & paid by the original contractor & may be deducted from any money due to him by Haryana Urban Development Authority under the contract or otherwise or from his security deposit.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim for the compensation for any loss sustained 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 rescind under the provision aforesaid the contractor shall no be entitled to recover or paid any sum for any work therefore, actually performed under it is contract unless and until the Executive Engineer will have certified in writing the performance of such work & the value payable in respect thereof & be shall only be entitled to be paid the value so certified.

Clause 4 Contractor remains liable to pay, compensation if action not taken under clause3 : - In any case in which any case in which any of the powers conferred upon Executive Engineer by clause 3 hereof shall have become exercisable & the same shall not be exercised, the non –exercise there of shall not constitute a waiver of any of the conditions 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 & the liability of the contractor for past & future compensation shall remain unaffected.

Power to take possession of or require removal or sell contractor’s plant : In the event of the Executive Engineer putting in force either of power (a) or (c) vested in him under the preceding clause he may, if he of desires, take possession of all or at the site thereof or 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 in account at the contract rates, or in case of these not being applicable and correct market rates to be certified by the Executive Engineer whose certificate there of shall be final, otherwise the Executive Engineer may be notice in writing to the contractor or his clear of the works , foreman or other authorised agent

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

Clasue 5 **Extension of time** : If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other ground , he shall apply in writing to the Executive Engineer within 30 days of the date of 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 authorise such extension of time if any as may, in his opinion be necessary or proper.

Clasue - 5 (a) **Contractor to submit a return every month on any works claimed as extra** : The contractor shall deliver in the office in the Executive Engineer on or before 10th day 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 inforce in the District for the time being. The contractor shall include in such monthly return particular 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 no right to enforce any such claim not so included whatever by the circumstances.

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Clause 6 Without prejudice to the rights of Haryana Urban Development Authority under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (thereafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off dirt, all woodwork, walls, floors other parts of building in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fall to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sales, thereof.

Final
Certificate

Clause 7 **Payments on intermediate certificates to be regarded as advances** : - No payment shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But , in the case of works estimated to cost more than rupees one thousand the contractor shall, on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof approved and passed by

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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 on admission of the due performance of the contractor and 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 very 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 & 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 be 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 there of 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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the HUDA and shall be kept in safe custody of contractor but shall not an 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 opened to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the Contract, shall be returned to the Engineer-in-charge's store if by a notice written under his hand be 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 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 objects 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 **Alternations 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 dully signed by the Engineer-in-charge and such alternations 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 sub situated 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 workmanship or with material of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to the contracted for, or otherwise not in accordance with the contract, the contractor shall on demand, in writing from Engineer-in-charge specifying the work materials or articles complained of 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 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 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-charge of the work before covering up or otherwise placing beyond the reach in -

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of measurement any work in order that same may be measured & contract dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement 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 which the same was executed.

Clause 17 Contractor liable for damage done and for imperfections for 3 months after certificate : - If the contractor or his work people or his servants shall break, deface, injure or destroy any part of a building in which they may be working or any building, road fence, enclosure or grassland cultivated ground 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 contractor shall make the same good at his own expense or in default the Engineer-in-charge may cause the same to be made good by other workman, 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 sufficient portion thereof.

Clause 18 **Contractor to supply ladders, plant, scaffolding etc. :** - The contractor shall supply at his own cost all material except such special materials if any may in accordance with the contract be supplied from the Engineer-in-charge's stores plant, tools appliances, implements , ladders, cordage, 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 satisfying 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 counting, weighing and assisting in this measurement 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 sustained. Drawing 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 persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

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 19B The contractor shall pay his labourer 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.

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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 sector 12, sub sector (2), of the said Act, Haryana Urban Development Authority shall be at liberty to recover such amount or any part thereof deducting inform 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 in directly 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 ensure 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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Development Authority circle, Faridabad 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 stain 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 what so ever 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 with in 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 wiring 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 this 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.

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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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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 a 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 award 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 subsituated, 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 terms 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 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 part as desired by the arbitrator and in the event of such party's default the stamp fee

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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 question relating to this contract shall be brought before any civil Courts without first invoking 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 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 deemed to have entered on the reference, on the day hereinafter 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.

(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 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 consideration 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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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 them “Engineer-in-charge” referred to in the tender & contract for the work means Executive Engineer, HUDA, Division No.....1.....Faridabad.
- 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 he 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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- 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 what so ever on this account will be entertained.
- Clause 42** HUDA reserve the option to take away any items of the work or part there of 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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**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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- (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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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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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 contract 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 unauthorisedly 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 there with which is not utilized for the purpose for which it is issued or otherwise disposed off by him or spoiled or lost or allowed get destroyed or used in excess of the quantities actually required to be used as per specification there –in-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 if 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 Control terminal tax, royalty & other taxes & charges on the materials issued shall be born by the contractor.
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 not withstanding 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.

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Name of work : **As per page -1**

A/Cost **Rs. 9.90 lacs**

Schedule showing (approximately) materials issued from 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. _____ per Bag inclusive value Of empty bag	At HUDA stores _____
2.	Self 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 (b) Collars i) (a) _____ mm ii) (b) _____ mm iii) (c) _____ mm	@ Rs. _____ per meter. @ Rs. _____ per meter. @ Rs. _____ per meter. @ 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 @ Rs. _____ per Kg.	--- do – --- do – --- do – --- do –
6.	Bitumen 80 / 100 grade	@ Rs. _____ per metric ton.	-- do --

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

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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 is 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 to my firm and are not any way connection with my business

DEPONENT

WITNESS

DATED :

I do here by 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

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Executive Engineer

Name of Work: Providing external water supply scheme in Sector-2, 61, 62, 64 & 65, Faridabad. "Construction of boosting chamber and all other work contingent there to."

A/Cost Rs. 9.90 lacs.

E.Money: Rs. 19800/-

Time Limit: 2 Month.

DETAIL OF QUANTITY

Sr. No.	HSR Item No.	Description	Quantity
1.	9.1 + Note	<p>Centring and shuttering for the surface such as suspended floors, roofs, landings, chhajjas, shelves etc. inclination not exceeding 25 degree with horizontal.</p> <p>In case the inclination of the RCC slab is more than 25 degree, the labour as well as through rate of item no. 9.1 shall be increased by 10% and nothing extra shall be paid for lesser inclination.</p> <p>1 x 22.50 x 10.50 = 236.25 sqm 2 x 24.10 x 0.90 = 43.38 sqm 2 x 12.10 x 0.90 = 21.78 sqm 301.41 sqm</p>	Say 310 sqm
2.	10.82 +10.95	<p>Cement Concrete 1:2:4 with stone aggregate 20mm nominal size for reinforced concrete work in slabs with inclination not exceeding 25 degree with horizontal excluding steel reinforcement etc.</p> <p>Extra over item no. 10.79 to 10.94, if 1:1.5:3 mix is used instead of 1:2:4.</p> <p>1 x 24.30 x 12.30 x 0.15 = 44.84 cum</p>	Say 45 cum
3.	10.86 +10.95	<p>Cement concrete 1:2:4 with stone aggregate 20 mm nominal size for reinforced concrete work for walls exceeding 20 cm thickness (straight and curved) beams, girders, stairs, columns, (square for rectangular) battens and lintels etc. excluding steel reinforced but including centering and shuttering, laid in position, complete in all respect.</p> <p>Extra over item no. 10.79 to 10.94, if 1:1.5:3 mix is used instead of 1:2:4.</p> <p>2 x 24.30 x 0.35 x 0.35 = 5.954 cum 2 x 24.30 x 0.25 x 0.50 = 6.075 cum 2 x 12.30 x 0.35 x 0.35 = 3.013 cum 4 x 12.30 x 0.50 x 0.75 = 18.450 cum 33.492 cum</p>	Say 35 cum
4.	10.89 +10.95	<p>Cement concrete 1:2:4 with stone aggregate 20mm nominal size for reinforced concrete work in fascias parapets and other thin vertical sections, not covered by Item Nos. 10.82, 10.86</p>	

- to 10.88 not exceeding 10 cm thickness excluding steel reinforcement but including centering and shuttering, laid in position, complete in all respect.
Extra over item no. 10.79 to 10.94, if 1:1.5:3 mix is used instead of 1:2:4.
 $2 \times 24.30 \times 0.10 \times 0.55 = 2.673 \text{ cum}$
 $2 \times 12.30 \times 0.10 \times 0.55 = \underline{1.353 \text{ cum}}$ Say 4 cum
4.026 cum
5. 13.13 Terracing consisting of tiles 22.86 x 11.43 cm x 3.81 cm laid over 87.50 mm mud filling on a layer of 25mm mud plaster and another layer of mud mortar for laying the tiles, including two coats of bitumen laid hot at 1.65 kg per sqm on top of R.C.C. slab including grouting with cement sand mortar 1:3 and top surface to be left clean etc. Say 275 sqm
 $1 \times 23.60 \times 11.60 = 273.76 \text{ sqm}$
6. 13.64 Cement concrete 1:2:4 gola 10cm x 10cm quadrant along junction of roof with parapet wall finished smooth, where specially specified. Say 75 R.M
 $2 \times 23.60 = 47.20 \text{ R.M}$
 $2 \times 11.60 = \underline{23.20 \text{ R.M}}$
70.40 R.M
7. 15.5 12mm thick cement plaster 1:4 Say 796 sqm
 $2 \times 22.50 \times 6.00 = 270 \text{ sqm}$
 $2 \times 10.50 \times 6.00 = 126 \text{ sqm}$
 $2 \times 23.20 \times 5.15 = 238.96 \text{ sqm}$
 $2 \times 11.20 \times 5.15 = 115.36 \text{ sqm}$
 $2 \times 24.50 \times 0.60 = 29.4 \text{ sqm}$
 $2 \times 13.50 \times 0.60 = \underline{16.20 \text{ sqm}}$
795.92 sqm
8. 15.57 Mud plaster 25mm thick with gobri leeping including all material. Say 333 sqm
 $1 \times 22.50 \times 10.50 = 236.25 \text{ sqm}$
 $2 \times 24.10 \times 0.90 = 43.38 \text{ sqm}$
 $2 \times 12.10 \times 0.90 = 21.78 \text{ sqm}$
 $1 \times 4.50 \times 3.10 = 13.95 \text{ sqm}$
 $1 \times 6.00 \times 1.10 = 6.60 \text{ sqm}$
 $1 \times 3.90 \times 2.80 = \underline{10.92 \text{ sqm}}$
332.88 sqm
9. 18.12 Fe-415 TMT steel bars / Fe-500 TMT steel bars of company's TISCO, SAIL, RINL, TISCO bars for RCC, works where not included in the complete rate of RCC including bending, binding and placing in position complete Say 99 qtl.
 $3300 \text{ sft} @ 3 \text{ kg/sft} = 9900 \text{ kg/sft}$

Sub Divisional Engineer
HUDA Sub Division No. V
Faridabad

Executive Engineer
HUDA Division No.1
Faridabad