

HARYANA SHEHRI VIKAS PRADHIKARAN
DETAIL NOTICE INVITING E-TENDERS
ITEM RATE ONLINE TENDER

On behalf of Haryana Shehri Vikas Pradhikaran Online E-Tenders on the website: <https://etenders.hry.nic.in> are hereby invited from the reputed firms / agencies enlisted in appropriate category in HSVP who meets the following eligibility criteria:-

S. No	Name of Work	Approximate value of works (Rs.)	Bid Document Fee	EMD (Rs.)	Time limit for completion of work
1	A/mtc. of PH Service in sector 1 to 6 MDC and Sector 23 to 28, 31 & 32, Panchkula Extension (Running & maintenance of Web & Application Server including Android application and IOS application for online Water & Sewerage Billing system for various Urban Estates of HSVP in the State of Haryana)	--	250/-	2000/-	One Month

Eligibility Criteria :-

Only those agencies shall be eligible to participate in above said tender who have executed similar nature of work.

2. Key Dates:

Sr. No.	Description	Start Date and Time	Expiry Date and Time
1	Publication of Tender.		
2	Download Tender Document & Online Bid Submission.		
3	Manual submission of bids.		
4	Bid Opening Date.		

3. Bid documents can be downloaded online from the portal <https://etenders.hry.nic.in> by the agency, manufacturer / firm registered on the Portal. The bids to be submitted online are required to be digitally signed; the bidders are therefore advised to obtain Digital Signature at the earliest. For further details, terms and conditions please visit the website <https://etenders.hry.nic.in>.

4. The details of the Bid Document Cost / EMD, prequalification and other documents are required to be uploaded at the time of Online Submission; the Bidders are therefore required to keep the scanned copies of Bid Document Cost / EMD, prequalification and other documents ready for online submission of the bids.

5. Online submission of bids:

The payment for Tender Document Fee and EMD and e-Service Fee through Internet Banking Accounts. The payment for EMD can be made online directly through RTGS / NEFT / OTC or Internet Banking Accounts. Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana).

The interested bidders shall have to pay mandatorily e-Service fee (Non refundable) of Rs.1180/- (Rupee One Thousand One Hundred Eighty Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

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The tender shall be submitted on line by the tenderer in the following three separate covers online:-

- a) **Prequal /Technical:** The cover shall contain scanned copies of the prequalification documents, technical parameter / technical bid to be submitted mandatory online by the bidder.
- b) **Financial:** This cover contains contract schedule of rates (BOQ) to be submitted mandatory online by the bidder.

Note 1: The Executive Engineer has the right to verify the authentication of the documents submitted by the bidder online.

Note 2:- The price bids are to be submitted mandatory online.

6. **Opening of Bid:-** In the first instance, the cover of all the Bidders containing the Bid Document Cost / EMD / e-service fee shall be opened online. If the Bid Document Cost / EMD / e-service fee (online) is found proper and in order then the cover containing prequalification / Technical Bid shall be opened online. The Financial cover shall be opened only of those tenderers who meet the Pre-Qualification / Technical Bid criteria as per these Bid documents. The date of opening of Financial Bid shall be fixed after the opening of Prequalification / Technical Bid.
7. In case bid is submitted by a bidder online and Bid Document Cost / EMD / e-service fee, prequalification documents, technical parameter / brochure / technical bid and other documents required as per these bid documents, are not submitted online then the bid would be rejected and the bidder will be black listed for future tendering.
8. The tender of the bidder who does not satisfy the qualification criteria in the bid documents and still participate in the tender then his bid is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
9. In case the bidder furnish falls information / documents, his bid will not be opened and his EMD would be forfeited with other rights & remedies available with the EIC
10. In case, the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
11. The societies shall produce an attested copy of the resolution of the Co-Operative department for submission of online bids in the e-tendering system.
12. If any tenderer, modifies or withdraws his tender subsequent to submitting it to the Executive Engineer, HSVP and while on one hand he is liable to be blacklisted, on the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the Executive Engineer.
13. The rates of the agency, manufacturer / firm shall remain open for a period of 90 days from the date of opening of the price bids and if a agency, manufacturer / firm 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.
14. The agency, manufacturer / firm whose tender is accepted will be required to execute a contract deed in the prescribed form and will be required to furnish 5% security for the due fulfillment of this contract or alternatively at the discretion of the Engineer-in-charge it will be deducted from the running payments to be made on account of work done. (The earnest money will be treated as part of security). The same will be refunded after 90 days of the completion of the work.

15. The approval of the acceptance of tender will rest with the concerned competent authority 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 assigning any reason.
16. No conditional tender should be given. A conditional tender is liable to be rejected out rightly at the discretion of the accepting authority. In the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tenderer to do the work at the premium or rebate/rates quoted by him without conditions. If the tenderer refuses to accept the said counter offer to do the work at the premium or rebate/rates quoted by him without the condition within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited and the tenderer shall have no claim to the same whatsoever.
17. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm, agency/ manufacturer blacklisted by HSVP/Haryana Govt./Govt. of India, from time to time as per the form of affidavit attached with these bid documents.
18. The earnest money deposited for the tender will not be returned to the agency, manufacturer / firm till the acceptance of tender or three months, whichever is earlier.
19. GST / works Tax, Income Tax, Labour cess or any other tax as applicable will be deducted from the bills of agency, manufacturer / firm as per the instructions of the Govt.
20. In case the agency is not eligible as per pre-qualification criteria and still participated for the tender, his earnest money equal to 2% of contract agreement will not be refunded.
21. 1% cess will be deducted from the contractor as per Govt. instructions.
22. If the rates are found to be on higher side, negotiations shall be carried out with bidder.
23. **RETENTION MONEY / SECURITY DEPOSIT**
At the time of making payments to the contractor, a sum at the rate of 10% (or such other percentage as may be prescribed) of the gross amount of each running bill is deducted till the cumulative amount of deduction alongwith the amount of earnest money already deposited reaches 5% (or such percentage as may be prescribed) of the tendered value. One-half of the security deposit will be refunded on completion of the work / issue of Taking-over Certificate, and the other half will be released one year after expiry of the Defects Liability Period or as may be laid down in the tender document. The contractor shall have the option to replace the second half of retention money with unconditional bank guarantee for the desired period. For minor works, 100% security deposit may be released after defects liability period is over.
24. **PERFORMANCE SECURITY**
Tender document may provide that the successful tenderer will furnish performance security (5 percent of the contract price or such percentage as may be prescribed) which may be in the form of bank guarantee, to be kept as a surety that the contractor completes the work satisfactorily. Initially, the performance guarantee will be valid upto end of the defects liability period plus 30 days or as prescribed in the contract data. In case the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is returned to the contractor after the date specified in the contract.
25. Tenders can be downloaded at HSVP online e-tenders on the website www.etenders.hry.nic.in

Section Officer
HSVP, Div.No.II
Panchkula

Dy. Supdt
HSVP, Div. No.II
Panchkula

Executive Engineer
HSVP Div. No. II
Panchkula

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CONDITIONS OF E-TENDERING

Instruction to agency, manufacturer / firm for E-Tendering

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of agency, manufacturer / firm on E-tendering Portal:-

All the agency, manufacturer / firm intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal <https://etenders.hry.nic.in>

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online are required to be signed electronically with a Digital Certificate to establish the identity of the bidder online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India. One such agency is M/s (n)Code Solutions may be contacted on the following addresses:-

- a) **E-tendering Cell,**
M-Block, South City-I,
Sec-40, Gurgaon
Contact no. : +91-9560487000
Email ID : HSVPetendersggn@gmail.com
- b) **E-tendering Cell,**
HSVP Complaint Center
Water Works, Sec-8
Panchkula
Contact No. : 0172-4020358
Email ID : HSVPetenderspkl@gmail.com
- c) **M/s (n) Code Solutions, (A Division of GNFC Ltd).**
SCO 1032-33, 2nd Floor,
Sector-22-B, Chandigarh.
Contact No. : 0172-2707732
Email ID : HSVPetenderspkl@gmail.com

2.2 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in HSVP tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.3 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.4 The same procedure holds true for the authorized users in a private/Public limited company or L&C Society. In this case, the authorization certificate will have to be signed by the directors of the company.

3 **Set up of machine:**

In order to operate on the electronic tender management system, the user's machine is required to be set up. A help file on setting up of the system can be downloaded from the home page of the website - <https://etenders.hry.nic.in>

4 **Online Viewing of Detailed Notice Inviting Tenders:**

The agency, manufacturer / firm can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on the HSVP's e-tenders website <https://etenders.hry.nic.in>

5 **Download of Tender Documents:**

The tender documents can be downloaded by the registered user from the Electronic Tendering System through the Portal <https://etenders.hry.nic.in>

6 **Key Dates:**

The agency, manufacturer / firm are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all agency, manufacturer / firm. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

7 **Bid Preparation (Technical & Financial) and Submission of Bids:-**

Online submission of bids:

The tender shall be submitted on line by the tenderer in the following three separate covers online:-

- a. **Fee:** Scanned copy of Bid Document Cost / EMD.
- b. **Prequal /Technical:** The cover shall contain scanned copies of the prequalification documents, technical parameter / technical bid.
- c. **Financial:** This cover contains contract schedule of rates (BOQ) to be submitted mandatory online by the bidder.

Contractors have to submit their bids online and upload the relevant documents. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contractors who have submitted their bid within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A agency, manufacturer / firm who does not submit his bid within the stipulated time will not be allowed to submit his bid by the E-Tendering System.

8 **Physical submission of bids:**

The contractual agencies should submit their tender documents online as well as physically in two sealed envelopes as under:

Envelope A :- This envelope marked "**Bid Document Cost/EMD**" shall contain drafts towards Bid Document Cost/EMD in favour of the Executive Engineer HSVP Division No II Panchkula (payable at Panchkula). Name of work, Job No and bidder's name should also be mentioned on the envelope.

Envelope B :- This envelope marked "**Prequalification/Technical bid**" shall contain prequalification documents, technical parameter /brochure/ technical bid and other documents required to be submitted as per these bid documents. Name of work, Job No and bidder's name should also be mentioned on the envelope.

Above envelopes shall be placed in a bigger envelope duly sealed. Name of work, Job No and bidder's name should also be mentioned on this envelope which should be submitted in the office of Executive Engineer concerned within the prescribed time limits as mentioned in the key dates.

Note 1: **The Executive Engineer has the right to verify the authentication of the documents submitted by the bidder online as well as physically.**

Note 2:- **The price bids are to be submitted mandatory online.**

9. **Opening of Bid**:- In the first instance, the cover of all the Bidders containing the Bid Document Cost / EMD shall be opened online as well as physically. If the Bid Document Cost / EMD (online as well as physically) is found proper and in order then the cover containing prequalification / Technical Bid shall be opened (online as well as physically). The Financial cover shall be opened only of those tenderers who meet the Pre-Qualification / Technical Bid criteria as per these Bid documents. The date of opening of Financial Bid shall be fixed after the opening of Prequalification / Technical Bid.

Note:- ***Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at e-tendering website <https://etenders.hry.nic.in>***

**Executive Engineer,
HSVP Division No.II
Panchkula.**

FORM F-1
HARYANA URBAN DEVELOPMENT AUTHORITY
Division No. _____
ITEM RATE TENDER

Name of Contractor Sh. / M/s _____

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

Job No.....

Tender fee Rs. _____ 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 drawings Contract Schedule of 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 items rates as per contract schedule of rate as defined in Rule 1 at which he is willing to undertake the work. Only a item rate on all items of the contract Schedule shall be mentioned in the space provided. 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.

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

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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. Supdt for any money paid by the contractor will be considered as an 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 and the memorandum of materials to be supplied by the Haryana Urban Development Authority and their issue rates, shall be filled in 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.

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)

Item Rates worked out as per the contract Schedule of Rates 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 as mentioned in the space as mentioned in contract schedule of rate. In the event of variation of rate in words and figures tender may be rejected or otherwise the lower or the lowest value shall be considered.

MEMORANDUM

- | | | |
|--|---|-----------------------------------|
| (a) General Description | : | As per page no.1
: _____ |
| (b) Estimated cost | : | Rs. _____ |
| (c) Earnest money (@2% of estimated cost) | : | Rs. _____ |
| (d) Security deposit (including earnest money) | : | @5% (Rs. _____) |
| (e) Percentage if any to be deducted from bills | : | <u>5% including earnest money</u> |
| (f) Time allowed for the work from the date of written order to commence | : | _____ 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.

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The sum of Rs. _____ /- 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 or Rs. _____ /- 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 the tender, my / our earnest money shall stand forfeited to the Haryana Urban Development Authority.

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Signature of the contractor

Address

Date _____

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

Dated :

Executive Engineer,
HSVP, Division No.II,
Panchkula.

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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 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 through out 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 everyday 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 everyday 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 HSVP Circle, **Panchkula** 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:-

- (a) To rescind the contract of which rescission notice in writing 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

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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 give 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 courses 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 thereof 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 preceding 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 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 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 by notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, 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 inforce 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 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

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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 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 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 hereinafter 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 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 HSVP 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.

Clause –11 Works to be executed in accordance with specifications drawing orders etc: The contractor shall execute the whole and every part of 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 works 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 demand 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, drawings 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 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, HSVP 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 or not withstanding 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 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 than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of 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.

Clause 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 any 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 may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or 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 appliances, 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, and the expense may be deducted from 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 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.

And be
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damage
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provision
of lights
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fencing
etc.

Clause 19 No female labour shall be employed within 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 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.

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 of 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.

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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, promised or offered by the contractor or any of his servants or agents to 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 the 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 ensure 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.
- Clause 22A** **Deduction of amounts due to Government on any account whatsoever to be recoverable from 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 the 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 the approval of the Superintending Engineer, Haryana Urban Development Authority circle **Panchkula** 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 HSVP 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 compensation 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 25(A): (i) If any dispute or difference of any kind whatsoever shall arise between the HSVP/or authorized representative of HSVP and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred to, for being settled by the Executive Engineer-In-Charge of the work at that time and Engineer-In-Charge shall within 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 whether HSVP/or authorized representative of HSVP 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, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days, after being requested, from the date on which request has been made to the Executive Engineer In-Charge request the Chief Engineer, HSVP 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 communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Superintending Engineer of HSVP, to be nominated by designation by the Chief Engineer, HSVP 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 HSVP 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 HSVP 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 his predecessor.

Or

In case the arbitrator nominated by the Chief Engineer, HSVP is unable or unwilling to act as arbitrator such for any reason, whatsoever the Chief Engineer, HSVP shall be competent to appoint and nominate any other Superintending Engineer of HSVP 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 Chief Engineer, HSVP 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 perview 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 HSVP and has been so decided finally by the HSVP.

(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 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.

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.	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 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 claim for arbitration if the appointment of such arbitrator has not been applied within 6 months: -

- a) Of the date of completion of the work as certified by Executive Engineer-In-Charge, or
- b) Of the date of abandonment of the work, or
- c) Of its non-commencement within 6 months from the date of 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 a Civil Court. The pendency of arbitration proceedings shall not disentitle the Engineer-In-Charge, HSVP 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 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.

(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

Fluctuation in railway freight

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 into consideration, or for an article which forms part of a finished work for purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place 'B' to form part of 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 at 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, HSVP, Division I, Panchkula.
- Clause 32** The contractor shall be responsible for making his own arrangements for securing 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 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.
- Clause 35** 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 36** The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable and including labour cess @ 1%.
- Clause 37** 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 38** 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 HSVP 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 39** 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 HSVP and no payment shall be made for it.
- Clause 40** 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.

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- Clause 41** HSVP 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 42** No claim on account of fluctuation in prices due to war or any other cause will be entertained.
- Clause 43** 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 44** 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 45** The contractor will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.
- Clause 46** The terms and conditions of the agreement have been explained to me / us and I / we clearly understand them.
- Clause 47** 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 48** 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.

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:

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 - (i) The contractor shall fix wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month
 - (iii) Wages of every workman employed on the contract shall be paid before 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.

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- (c) Nature of work on which employed.
 - (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 or 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 deduction 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 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 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

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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 labourers with a note that necessary deduction from the contractors bill be made and wages of the other dues be paid to the labourers 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, 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 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 Latrin, 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.

EXECUTIVE ENGINEER

SIGNATURE OF THE TENDERER

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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 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, 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 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 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 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 from 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.

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SIGNATURE OF THE TENDERER

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Name of work :

A/cost Rs. _____

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 HSVP stores _____
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 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.	

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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AFFIDAVIT

(To be submitted on Non Judicial Stamp paper)

I _____ S/o Sh. _____
resident of _____ Section _____
Dist. _____ 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 HSVP / 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 persons / 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.

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DATED:

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Name of work :- A/mtc. of PH Service in sector 1 to 6 MDC and Sector 23 to 28, 31 & 32, Panchkula Extension (Running & maintenance of Web & Application Server including Android application and IOS application for online Water & Sewerage Billing system for various Urban Estates of HSVP in the State of Haryana)

E/Money : Rs.2000/-
T/Limit : One Month

CONTRACT SCHEDULE OF RATES

S. No.	Description	Unit	Qty	Rate to be quoted by firm
1	<p>Running & maintenance of Web & Application Server, Android application and IOS application including following services consisting of the responsibilities for running smooth system for online water & sewerage billing :-</p> <p><u>System Analyst-cum-Manager (Operations)</u> User administration (setup & maintaining accounts), Application mtc. updation & up-gradation, verify that peripherals are working properly, Monitor System performance, Create a backup and recovery policy, Monitoring network communication, Password and identity management, Morning checks of systems / software, Adding / deleting / creating / modifying user accounts information, resetting passwords etc., Responsibility for documenting the configuration of the system, System Analysis for troubleshooting, performance tuning and Analytical mind with problem-solving aptitude.</p> <p><u>Sr. Software Engineer</u> Develop high-quality software design & architecture, Strong knowledge in web services and should have experience relates to bank API, Identify, prioritize and execute tasks in the software development life cycle, Develop tools & applications by producing clean, efficient code, Automate tasks through appropriate tools and scripting, Review and debug code, Perform validation and verification testing, Collaborate with internal teams to fix & improve products, Document development phases and monitor systems, Ensure software is upto-date with latest technologies, Proven experience as a Senior Software Engineer, Extensive experience in software development, scripting and project management, system monitoring tools, automated testing frameworks, Familiarity with various operating systems and Excellent organization and leadership skills.</p>	Job	One Job	Rs. _____

Executive Engineer,
HSVP, Div. No.II,
Panchkula.

GENERAL NOTES / CONDITIONS

1. This contract schedule of rates is an extract of the relevant items from the Haryana PWD schedule of rates, 1988 and is to be read with another schedule attached hereto namely as the "SCHEDULE OF CEILING PREMIA". For the purpose of cross reference against each items the chapter no. and the item no has been indicated.
2. The above rates are for the complete items including cost of all materials labour, tools and plants etc. unless otherwise specified.
3. All clauses and notes given in the Haryana PWD Schedule of rates 1988 with upto date amendments i.e. upto the date of tender shall be applicable on all above items where ever necessary.
4. The description rates, units etc. of the above items shall be corrected as per Haryana P.W.D. schedule of rates, 1988 in case of any error or omission.
5. Nothing shall be paid for unforeseen delays on account of non-availability of any kind of material, drawing or design.
6. Nothing shall be paid for the damage done by rain, floor or any other act of God.
7. The whole work shall be carried out strictly in accordance with the Haryana P.W.D. specifications, 1990 edition with upto date correction slips.
8. In case contract schedule of rates. Only essential portion or items has been written it will deem to cover the entire items fully described in Haryana P.W.D. Schedule of rates subject to the foot notes and notes given in the Haryana P.W.D. Schedule of rates, 1988.
9. The work shall be considered to be situated within the Municipal Limits for all purposes.
10. No claim will be entertained from the contractor in case any mistake in description, rates or units accrue in any of the items taken in the schedule, while composing this schedule or on account of typing or comparison or over sighting. If there is any mistake, the same shall be rectifiable at any stage as per Haryana P.W.D. schedule of rates, 1988 by the Engineer-in-charge alongwith the amendments of the same received from time to time.
11. Approximate quantities have been given in the contract schedule of rates and these can vary at the time of execution of the work. The payment will however be made according to the actual work done by the contractor and accepted by the Deptt.
12. The amount of work can be increased or decreased. The contractor will / have no claim on this account.
13. The items given in the contract schedule of rates can be changed by the Engineer-in-charge and its execution will be handing over the contractor.
14. No claim on account of fluctuated in prices due to any reason what so ever will be considered.
15. The list of ceiling premia admissible on various items contained in various chapter of Haryana P.W.D. schedule of rates 1988 is attached with the Notice Inviting Tender and shall form the part and parcel of this contract schedule of rates. All those items which do not fall within Haryana PWD schedule of rates, 1988 the ceiling premia shall be "ZERO".

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16. Any items of work not provided in the contract schedule of rates, 1988, it required to be executed will be paid as per Haryana PWD Schedule of rates, 1988 together with the ceiling exhibited in the NIT for various chapters subject to premium of discount tendered by the contractor where the item exist in Haryana PWD Schedule of rates, 1988. In case non schedule of rates items the same will be governed by clause 12 of the tender documents.
17. Income tax, Sale tax and labour cess as applicable will be deducted from the bills of the contractor as per Govt. instructions.
18. The deptt. Reserve the option to take away any item of work or any part there of at any item during the currency of contractor and re-allot to another contractor with due notice to the contractor without liability of compensation.
19. All the pages of the tender for must be signed by the tenderer before submitting the tender failing which the tender shall be treated as invalid.
20. The validity of the tender shall be considered as three months and no lower limit even if quoted by the contractor shall be considered.
21. 5% security shall be deducted from the running bills and shall be refunded after three months from the date of final payment.
22. Undersigned reserves the right to reject any or all tenders, without assigning any reason.
23. The successful tenderer shall have to sign an AFFIDAVIT to the effect that he has no relation or connection with the firm / contractor blacklisted by the Haryana Govt. / Govt. of India from time to time. The form of Affidavit is annexed at Page no. _____ of NIT.

Executive Engineer,
HSVP, Div. No.II,
Panchkula.

SPECIAL CONDITIONS

Registration of Govt. Establishments under the Building & Other Construction Workers Welfare (RE&CS) Act, 1996.

a) Every contractor shall:-

- i. In relation to an establishment to which this Act applies on its commencement, within a period of 60 days from such commencement; and
- ii. In relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of 60 days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of establishment;

Further, the first running bill of the contractor shall be cleared only after the receipt of registration certificate under the Building & Other Construction Workers Welfare (RE&CS) Act, 1996 and registration of all the eligible construction workers as a beneficiary of the Haryana Building & Other Construction Worker Welfare Board.

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**SPECIAL CONDITIONS REGARDING PREVENTIVE OF AIR POLLUTION AS PER ORDERS
OF NATIONAL GREEN TRIBUNAL (NGT) NEW DELHI.**

1. The agency shall ensure that there should be no hot mixing on the road side. During construction and maintenance of road, it shall be also ensure that coal tar, bitumen and asphalt is brought in molten condition and same is neither burnt nor fire is put to melt these substances on open roads.
2. The demolition material and construction material is transported by contractor with proper coverage and precautions, in order not to be cause serious air pollution.
3. Contractor / builders would be permitted to store and dump construction material or debris on the metalled road.
4. The agency will ensure that such storage does not cause any obstruction to the free flow of traffic and / or inconvenience to the pedestrians. The construction material is completely covered by tarpaulin, to ensure that no dust particles are permitted to pollute the air quality as a result of such storage.
5. The builder / contractor will be responsible and ensure that their activity does not cause any air pollution during the course of the construction and / or storage of material or construction activity as per NGT orders time to time. Defaulter shall be liable to be prosecuted under the law in force.
6. All trucks or vehicles of any kind which are used for construction purposes and / or are carrying construction materials like cement sand and other allied material shall be fully covered dust free and / or other precautions would be taken to ensure that en-route their destination, the dust, sand or other particles are not permitted to be released in the air and / or contaminate air. Any truck which is not complying with these directions would not be permitted to enter in the region.
7. The agency shall put tarpaulin on scaffolding around the area of construction and the building. Builder / agency shall not be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
8. The construction material of any kind that is stored in site will be fully covered in all respects so that it does not disperse in the air in any form.
9. All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere in any form what so ever.
10. The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.
11. The vehicle carrying construction material and construction debris of any kind should be cleaned after unloading of any type of material.
12. Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with Mask to prevent inhalation of dust particles.
13. The agency shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carrying of construction material and debris relatable to dust emission.
14. The agency will transport construction material and debris waste to the construction site, dumping site or any other place in accordance with rules.
15. The agency will take appropriate measures and to ensure that the terms and conditions of the order already passed and to be passed by National Green Tribunal should be strictly complied with.
16. In case of non compliance of any condition the executing agency shall be liable for action to be taken as per law and as per terms and condition of the agreement.

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