

EXECUTIVE ENGINEER, PANCHAYATI RAJ SIRSA

WORK CODE NO. 1

NAME OF WORK :- CONST. OF CIVIL WORK IPB (M-35) WITH DRAIN AT VILLAGE SAHUWALA-I AND PANIHARI (E/COST 43.17 LACS)

DETAILED NOTICE

INVITING TENDER

Opened by

Name of Contractor/Society : _____

Contact No. : _____

PAN No. : _____

Postal Address : _____

Name of the Work: -

Amount of the Work:-

Amount of Earnest Money: -

Time Limit: -

CONTENTS OF DNIT

Chapter No.	Name of Chapter	Page No.
1.	Press Note	
2.	Notice Inviting Tender	
3.	Procedure for submission and opening of tenders	
4.	Double envelope system	
3.	Tender Form (P.R.P.W. Form No.20) containing. I. Tenders of work II. Conditions of contract III. Maintenance schedule IV. Schedule of material V. Conditions VI. Additional Conditions VII. Panchayati Raj Public Works Department Contractors Labour Regulation VIII. Fair Wage Clause	
4.	Explanatory Notes; Rules for the protection of the health and sanitary arrangement for workers employed by the Haryana Panchayati Raj Department of its contractor .	
5.	Form of Agreement	
6.	Annexure 'B': Administrative Approval	
7.	Brief note on technical specification (e.g. cement conc. Paver Blocks etc.)	
8.	Detail of schedule of items to be executed as per estimate.	

TENDER NOTICE

Notice inviting tenders for Const. of CC Street with Interlocking paver block M35

Sealed tenders on percentage rate basis above or below the HSR are hereby invited on behalf of Governor of Haryana from contractors and L&C Societies registered in Haryana.

Sr. No.	Name of Village/Work.	Estimated Cost (Rs.)	Cost of Tender Form (Rs.)	Earnest Money (Rs.)	Time limit
				<u>Contractors</u> Societies	

Earnest Money in the shape of Bank Guarantee/Deposit at call Receipt should be in the name of “Executive Engineer, Panchayati Raj, Sirsa . The Contractors/L&C Societies enlisted with the PWD (three wings) /Panchayati Raj Department as Class-I are eligible for bidding.

The tender forms are available at www.haryanapanchayat.com w.e.f. 28-9-2010 and tender forms can also be collected from the O/o Executive Engineer, Panchayati Raj Sirsa during working day / working hours. The tenders form will be received on dated 5-10-2010 up to 12:00 noon and the same shall be opened at 1:00 PM on 5-10-2010 in the presence of the bidders or their authorized representatives by them

Suggestions/clarifications regarding the terms & conditions could be sought from the Department and the Department reserves the right to modify/alter the scope of the tender/terms & conditions upto. The bidders are advised to update themselves of the revised terms & conditions, if any, on from the office of Executive Engineer, Panchayati Raj, Sirsa and go through the same before submitting tenders on.

Executive Engineer,
Panchayati Raj, Sirsa

NOTICE INVITING TENDER

DEVELOPMENT AND PANCHAYATS DEPARTMENT

PANCHAYATI RAJ, PUBLIC WORKS, DIVISION...SIRSA.

Notice inviting percentage Rate Tenders

1. Sealed tenders on single percentage rate bases above or below the Schedule of Rates as attached with the DNIT are hereby invited from L&C Societies registered in Haryana and contractors who are on the approved list of Panchayati Raj /PWD (three wings) and those who fulfill the criteria for the works detailed below:

Sr. No.	Name of Village/District	Estimated Cost (Rs.)	Cost of Tender Form (Rs.)	Earnest Money (Rs.)	Time limit
				<u>Contractors</u> <u>Societies</u>	

Note:

i) In the tendered rates of civil work, defect liability/ defect liability/ maintenance upto one Year period, starting after completion of work, are included.

2. Tenders will be received by Executive Engineer, Panchayati Raj, Sirsa or any other authorized officer on behalf of the Governor of Haryana Upto 12: 00 Noon on 5.10.2010 and will be opened by him on the same day at 1:00 PM in the presence of such tenderer or their agents who may like to be present. Tenders must be delivered in person by the intending contractor or his agent to above referred receiving officer.

3. Earnest money as mentioned in Col.5 above pledged to Executive Engineer, Panchayati Raj, Sirsa must accompany each tender in the shape of deposit at call receipt/ Bank Guarantee of any scheduled bank. Conditions and earnest money in the shape of DAC/ Bank Guarantee shall be put in the first envelops duly sealed and submitted along with pricing for the withdrawal of each condition.

4. The Cost of Tender Form is Rs. 1000 & 5000/- each. And will be received in shape of demand draft of nationalized bank in favor of Executive Engineer Panchayati Raj Sirsa Payable at Sirsa and shall be put in the first envelope.

5. Further information can be obtained and a tender's schedule of quantities, detailed plans and specification can be seen in the Office of under signed between the office hours on every working day.

6. Tenders are to be on prescribed form (PR PW 20) which should be obtained from www.haryanapanchayat.com and from the O/o Executive Engineer, Panchayati Raj Sirsa. The prescribed form contains the "Condition of Contract" to be Compiled with by the person whose tender may be accepted.

7. Tenders should be at a percentage above or below the rates in the Schedule of rates. Any item not included therein will be payable as per Haryana Schedule of Rates, 1988 but subject to the tendered premium.

8. The acceptance of a tender will rest with competent authority which do not bind itself to accept the lowest tender and reserves to itself the authority to negotiate with the contractors or to reject any or all of the tenders without assigning any reason thereof. All tenders, in whom the above conditions are not fulfilled, will be liable to rejection.

9. The contractor whose tender is accepted will be required to execute a contract deed in the prescribed form mentioned in paragraph 4 above and will be required to furnish security for the fulfillment of his contract. The security will consist of a deduction of ten percent from the monthly payments to be made on account of work done. The earnest money (mentioned in Para 3) will form part and parcel of the Security.

10. Each tenderer will give proof to the entire satisfaction of the undersigned that he has in his possession a copy of the Haryana Public Works Department's specification, Edition up- to – date, failing which his tender shall be liable to be rejected.

11. The tenderer shall initial corrections in his tender as regards percentage and etc. Non compliance with this condition will render the tender liable to rejection.

12. Tenders not accompanied by Earnest Money in the shape of deposit at Call receipt/ Bank Guarantee of a Schedule Bank of the full value of the amount of Earnest Money pledged to Executive Engineer Panchayati raj Sirsa, shall not be considered.

13. Conditional tenders are liable to be rejected.

14. The contractor shall be required to sign the contract agreement within ten days of the intimation of the acceptance of the tender/ tenders to him. Failure on his part to do so may result in invalidation of the contract and forfeiture of the security and Earnest Money.

15. Should the tenderer withdraw and amend his offer within a period of Ninety days from the date of opening of tenders he is liable to be black-listed in addition to the forfeiture of his earnest money.

16. All cases of dispute shall be referred to the Chief Engineer PR Haryana, Chandigarh who shall act as an arbitrator and his decision shall be binding both on the contractor and the Department.

17. Notwithstanding anything to the contrary appearing in the Haryana Schedule of Rates, (1988 Publication) of Haryana Govt. Public Works Department or the draft agreement, for the works for which tenders are hereby invited.

18. Details of estimate as per schedule attached in the DNIT from page 1 to 71

PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS

1. A tender document available on the website contains page 1 to
2. The intending contractors shall fill up %age rates above or below the (HSR+CP) / Analytical rates given in the DNIT on prescribed form at its appropriate place and sign all papers himself of the tender documents, initial correction and seal the “Tender Documents,” in envelope. This envelope should be super scribed “Tender form”
3. The above sealed envelope together with the documents listed below should be sealed in another cover and delivered to this office by the prescribed hour.
 - i) A list of all documents accompanying the sealed envelope containing the tender documents.
 - ii) Duly accepted power of attorney in original alongwith its two certified copies in the name of tenderer of authorized representative to act on behalf of the agency.
 - iii) Documents in respect of payment of earnest money.
4. a) Tenderers must strictly abide by all the stipulations set forth in detailed notice inviting tenders while tendering for the work, the tenderer shall adopt double envelope system.
b) The first envelope must contain earnest money in prescribed shape alongwith, Cost of tender form in shape of demand draft, certified copy of enlistment as approved contractor/ L&C Societies, PAN No, Postal add. With Mobile/ Telephone No, proof of owning required machineries and proof of availability of road roller conditions of tenderer’s if any duly priced for withdrawal for each condition. In case of non-compliance or partial compliance by any tenderer in this respect, his price bid and tender shall not at all be considered and will be returned to him un-opened.

Second envelop will only be opened if the Contractual agency fulfills the conditions of the first envelop containing the technical bid.

The second envelope super scribed “price bid envelope only shall contain the price bid, that is only the rate and price and nothing more at all failing which the tender and price bid/rates of tenderer would be invalid for consideration irrespective of the same being economical of favourable to the Government.

In case any tenderer does not comply with procedure given above, it will be presumed that he is not interested in the work and the work shall not be let out him, further he may be delisted without further notice to him for failing to abide by the strictly approved terms of detailed notice inviting tenders for this work.
5. The Tenders which are not accompanied by the earnest money or proof of earnest money or do not strictly follow the technical requirements are liable to be rejected summarily.
6. Tenders quotations which are dependent upon the quotations of other tenders shall be summarily rejected.

DOUBLE ENVELOPE SYSTEM

While tendering for the work, the tenderer shall adopt two envelope system. Conditions and earnest money in the shape of DAC/ Bank Guarantee, Cost of tender form in shape of demand draft, certified copy of enlistment as approved contractor/ L&C Societies, PAN No, Postal add. With Mobile/ Telephone No, proof of owning required machineries and proof of availability of road roller shall be put in the first envelopes duly sealed and submitted along with pricing for the withdrawal of each condition. The second envelope super-scribed as price Bid envelope shall contain only the price bid and no other condition/clarifications or observations. Any departure from the above would make the tender invalid and it would not be opened and if it is erroneously opened, will not be considered at all. Further the tenderer who is responsible for the deviation shall be liable to be delisted without any further notice to him in respect of the proposed action for the default.

In case, any tenderer do not comply with the procedure given above and fails to give financial implications and pricing of his conditions for the withdrawal of conditions which are at variance with the stipulations of D.N.I.T. it will be presumed that he is not interested in the work and his second envelope i.e. price bid shall be returned to him unopened and will not be considered while opening and deciding the second envelope of the other tenderers.

TENDER FORM

P.R.P.W. form No.20

Name of Contractor:

Name of work:

DEVELOPMENT AND PANCHAYATS DEPARTMENT

Panchayati Raj, Public Works Division Sirsa

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Chief Engineer PR s or Deputy Commissioner concerned or Executive Engineer Panchayati Raj.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, designs and drawings, schedule rates and any other documents required in connection with the work, sign for the purpose of identification by the Executive Engineer Panchayati Raj shall also be open for inspection by the contractor at the office of the Chief Engineer PR s or Deputy Commissioner concerned or Executive Engineer Panchayati Raj during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the rates specified in rule I he is willing to undertake the work. Only one rate of percentage more or less on all the schedule rates shall be named. Tenders, which purpose any alternation in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender

for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. Chief Engineer PR s or authorized Officer will open tenders in the presence of any intending contractors or their authorized agents who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted receipt for the earnest money forwarded there with shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall there upon be returned to the tendering contractor.

5. Chief Engineer PR s shall have the right of rejecting all or any of the tenders without assigning any reason.

6. The department may refuse or suspend payments on account of a work when executed bay a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners, or some other person produces written authority enabling him to give effectual receipts on behalf to the firm.

7. The receipt of an Accountant Clerk or for any money paid by contractor will not be considered as any acknowledgement of payment to the Chief Engineer PR s and the contractor shall be responsible for seeing that he procures a receipt signed by the Chief Engineer PR s.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Department and their issue rates shall be filled in and completed in the office of the Executive Engineer Panchayati Raj before the tender form is issued.

If a form is issued to an intending tendered without having been so filled in and completed he shall request the office to have this done before the completes and delivers his tender.

TENDERS OF WORK

I/We hereby tender to execute, for the Department of Development & Panchayats, the work specified in the under written Memorandum, within the time specified in such memorandum, at the rates given below, in all respects as per the specification, design, approved drawings, instruction in writing and conditions of contract.

Memorandum:

- a) General description

- b) Estimated Cost

- c) Earnest Money (In the shape of DAC or Bank Guarantee) @ 2% of the estimated cost for contractors or @1% of the estimated cost for L&C Societies.

- d) Security deposit @ 10% of the amount of the work done will be deducted from running/final bills subject to maximum of 5% of contract value.
(Earnest money of the successful bidder will be retained and will be adjusted towards 10 % security)

- e) Percentage if any to be deducted from bills Income Tax, Sale Tax, VAT etc. as per Government Rules.

- f) Time allowed for completion from the date specified in the acceptance letter issued to contractor/bidder.

Note: - The contractor is responsible for defect liability/ defect liability/ maintenance of these Civil Works upto 12 months after completion of work. Tendered rates will be inclusive of this defect liability/ defect liability/ maintenance upto 12 months and nothing will be paid extra on this account.

Should this offer be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract and all the term provisions contained in the detailed "Notice Inviting Tender" and /or in default there to forfeit

A sum of Rs.....is hereby forwarded in the shape of Deposit at call/ Bank Guarantee No.....dated.....drawn in favour of Chief Engineer PR s, Haryana, Chandigarh, as earnest money.

I/We agree that the full value of Earnest Money will be forfeited without prejudice to any other right of remedies to the Chief Engineer PR s, Haryana, Chandigarh or Additional Deputy Commissioner concerned or his successor in office, should I/We (i) withdraw or modify my/our offer without written concurrence of Executive Engineer during the period of validity i.e. Ninety Days or (ii) fail to sign the contract agreement after acceptance of the offer or (iii) fail to commence the work within 20 days of the issue of acceptance of my/ our offer, otherwise the said Earnest Money shall be retained by him towards security deposit against clause(d) of the above memorandum.

Dated.....	Signature of the Contractor/bidder
Witness.....	Address.....
Address.....
Occupation.....	Telephone.....

The above offer is hereby accepted by me on behalf of the Department

Dated.....

Signature:
Designation:

SPACE FOR RATES

(a) Rates for all H.S.R. items: (HSR + CP as on the date) _____.

(b) Rates for NS Items : Item wise rates to be quoted by the contractor/Agency in the space given below :-

Space for N.S. Item Rates as given below :

S. No.	Items	Unit	Rates to be quoted by the contractor/Agency.
1	Supply / Laying and consolidation of stone metal soiling coat 63 to 45 mm gauge, to water - bound macadam specification 75 mm compacted thickness, including making side dowels carrying the metal from stacks and spreading to templates screening and spreading the binding material and consolidating the stone metal and blinding material to proper camber with road roller, excluding the cost of templates barriers and lighting arrangement and chowkidars .	Cum	
2	Supply / Laying and consolidation of stone metal wearing coat 53 to 22.4 mm gauge, to water - bound macadam specification 75 mm compacted thickness, including making side dowels carrying the metal from stacks and spreading to templates screening and spreading the binding material and consolidating the stone metal and blinding material to proper camber with road roller, excluding the cost of templates barriers and lighting arrangement and chowkidars .	Cum	
3	Analysis of supply and laying metal 63mm to 45mm gauge stone metal soiling coat and 22.4mm to 53mm gauge stone metal wearing coat laying and consolidation of stone metal sub-base/base in two layers to wet mixed macadam specification including mixing of aggregate with requisite quantity of water mixing with mechanical mixer and unloading from mixer and loading into paver including carriage of mixed material to paver and laying with paver in proper camber and consolidation with road roller etc. complete.	Cum	

These rates include defective liabilities / maintenance of these civil works upto Twelve months after completion of work.

Signature of the Bidder

CONDITIONS OF CONTRACTS

Clause 1: The person / persons, whose tender will be accepted, hereinafter, shall be called as “contractor”. He will be required to deposit an amount as “security deposit” which will be progressively deducted from all payments @ 10 % subject to maximum of 5% of contract value, inclusive of the earnest money initially deposited with the bid, to cover the cost that may be involved in removal of the defects, imperfections, or taking remedial measures in the work, which have been executed. The same will be refunded after successful completion of defect liability/ maintenance period as specified and successful commissioning of the scheme as certified by the Engineer – in – Charge with respect to satisfactory removal of all defects, imperfections/ shortcomings, that may be noticed during this period and after satisfactory winding up of the Contract as provided in Clause 6 to the entire satisfaction of the Engineer-in-Charge.

This security deposit will be refunded by the Govt. after successful completion of one year period if defect liability/ maintenance after 1 year of completion of work will not be done by the contractor.

In cases, where defect liability/ maintenance will be done by the contractor for a period more than 1 year after completion of work, then the security deposited will be refunded as per schedule given below: -

- a) 50% of the total 5% security will be released after successful completion of half the defect liability/ maintenance period starting after one year of completion of the work of defect liability e.g. if defect liability/ maintenance period is for 2 years starting after one year of completion of work (total defect liability plus defect liability/ maintenance period 3 years), then 50% of the 5% security will be released after 2nd year of completion of work and balance amount will be released after 3 years of completion of work.
- b) However, after one year of the completion of work, if the contractor so desires, the security can be converted into any interest bearing security of scheduled commercial bank in the name of ADC duly pledge to ADC upto the completion of defect liability/ maintenance period.

Clause 2: The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as Executive Engineer, Panchayati Raj

Security deposit

Compensation for delay.

may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced 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 cases in Which the time allowed for any work exceeds one month to complete, one fourth of the whole of the work before one- fourth of the whole time allowed under the contract has elapsed, one half of the work before one-half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Xen, Panchayati Raj may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. Executive Engineer Panchayati Raj on representation from the contractor may reduce the amount of compensations and his decision in writing shall be final.

Clause 3: In any case in which under any *Clause* or *Clauses* in this contract the contractor shall have rendered himself liable to pay any compensation, the Executive Engineer, Panchayati Raj on behalf of the Government shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government:-

Action when whole of security deposit is forfeited.

(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 which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Government.

(b) To employ labour paid by the Government and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Xen (P.R) shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Xen (P.R) as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work, had been executed by him (for the amount of excess, the certificate in writing of the (Xen PR 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 Government under the contract or otherwise or from his security deposit.

In the event of any of the above courses being adopted by the Executive Engineer Panchayati Raj, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any engagements, or made any advances on account of or with a view to the execution of the work of 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 therefore actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified

Clause 4: In any case in which any of powers conferred upon the executive Engineer, Panchayati Raj, by clause 3 hereof shall have become exercisable and the same shall not be exercised the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

Contractor remains liable to pay compensation if action not taken under clause 3

In the event of the Executive Engineer putting in force either of the powers(a) to (c) vested in him under the proceeding Clause he may, if he so desires, take possession of all tools, plant materials and stores in or upon the works, or the site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work any part hereof paying or allowing for the same in account at the contract rates or in case of these not been applicable at current market rates to be certified by Xen P.R. whose certificate hereof shall be final otherwise the Xen P.R. may by notice in writing to the contractor or his clerk or the works foreman or other authorized agent require him to remove such tools plant materials or stores from the premises with in 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 respects and the certificate of the Executive Engineer as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of or require removal of or sell contractor's plant.

Extension of time

Clause 5: If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Xen PR with in 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, but before

expiry of time limit and Executive engineer shall, if in his opinion (which shall be final) reasonable grounds be shown, authorized such extension of time if any, as may, in his opinion be necessary or proper.

Clause 5A: The contractor shall deliver in the office of the Xen (PR) on or before the 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 also contain the value of such work as claimed by the contractor, which value shall be based upon the rate and prices mentioned in the contract or in the schedule of rates in force in the District* for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at the date thereof the has or may claim to have against the Xen 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 in force any such claims not so included, whatsoever be the circumstances.

Contractor to submit a return every month or any

works claimed as extra

* District rates mean the Punjab P.W.D. buildings and roads Branch rates for that District.

Final certificate

Clause 6: Without prejudice to the rights of Govt. under any Clause herein after contained on completion of work, the contractor shall be furnished with a certificate by the Sub Divisional Officer (hereinafter called the officer in charge) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed form the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood work doors, walls, floors, or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof 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 material, and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the officer in charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Payment on intermediate certificates to be regarded as advances submitted.

Clause 7: No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the officer in charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work and actually done and completed and shall not

preclude the requiring of bad, unsound, and imperfect unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission the due performance of the contract, or any part thereof in any respect, or the accruing of any claim nor shall it conclude, determined or effect in any way the power of the officer in charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or 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 officer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

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

Bill to be submitted
monthly

Clause 9: The contractor shall submit all bills on the printed forms to be had on application at the officer in charge and the charge in the bills shall always be entered as the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bill to be on printed form
subject to the premium
tendered

Clause 10: If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the officer in charge's store or if it is required that the contractor shall use certain stores to the provided by the officer in charge (such materials and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so in any way to control the meaning or effect of this control, 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 purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said scheduled or memorandum may be set off or deducted from any sums then due or thereafter, to become due to the contractor under the contract or otherwise, against or from the security deposit. All materials supplied, to the contractor shall remain the property of the contractor but shall not on any account be removed from the site of the work without the written permission of the officer in charge and shall at all times be open to inspection by

him. Any such material unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the officer in charge in store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such material unless with such consent, and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him for any wastage in or damage to any such materials.

Clause 11: The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with Haryana PWD specification, upto date. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction is writing relating to the work signed b y the officer in charge and lodged in the office, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours, and the contractor shall he so required, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Works to be executed in accordance with specifications drawing, orders etc

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

Removal of employee's workmen and foreman

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

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

Clause 12: The officer in charge shall have power to make any alterations in or omissions from additions to or substitutions for, the original specifications, drawings, designs and in-situation 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 in accordance with any instruction which may, be given to him in writing signed by the officer in charge and such alterations, additions, or substitutions, shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the

Alteration in specification designs do not invalidate contract.

Extension of time in consequence of alterations.

proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the officer in charge shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district subject to the same percentage above or below as for as the items included in the contract and if such class of work is not entered in the schedule of rates in the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the officer in charge of the rate which it is his intention to charge for such class of work and if the officer in charge does not agree to this rate he shall be notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard there to before that rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date determination the rate as aforesaid according to such rate or rates as shall be fixed by the officer in charge. In the event of a dispute the decision of the Chief Engineer (PR) shall be final.

Rate for works not in estimate or schedule of rates of the district.

Clause 13: If at any time after the commencement of the work of the Govt. shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out by officer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alternation having been made in the original specifications, drawings, design and instruction which shall involve any curtailment of the work originally contemplated.

Action and compensation payable in case of bad work.

Clause 14: If it shall appear to the officer-in charge or his subordinate Incharge of the work that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the officer-in- charge specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for forthwith, rectify or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials or article so specified and provide other proper and suitable materials or articles this own proper charge and cost and, in the event of his failing to do so within a period to be specified by the officer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of

No compensation for alteration in or restriction of execution work to be carried out

one percent on the amount of the estimate for everyday not exceeding ten days while his failure to do so shall continue and in the case of any such failure to officer- in- charge may rectify or remove, and re-execute the work or remove and replace with others materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause 15: All work under or in course of execution or executed in pursuance of the contract shall all times be open to the inspection and supervision of the Executive Engineer/ Sub Divisional Officer and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the officer-in-charge or his subordinates to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Work to be open to inspection.

Contractor or responsible agent to be present.

Clause 16: The contractor shall give not less than Five days notice in writing to the Officer - in- charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same maybe measured and correct dimensions thereof be taken before the same is so covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, and work without the consent in writing of the officer- in -charge or his subordinate – in - charge of the work and if any work shall covered up or placed beyond the reach of measurement and 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.

Notice to be given before work is covered up.

Clause 17: If the contractor or his work people, or Servant shall break, defect, injure or destroy any part of a work, if they may be working on any building road, fence enclosure, or grass land, cultivated ground contiguous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work, while in progress from any cause whatever or any imperfections become apparent in it within one year after a certificate final or other of its completion shall have been given by the Officer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default the officer-in-charge may cause the same to be made good by other workman and deduct the expense(of which the certificate of the officer-in-charge shall be final) from any sums that may be then, or at anytime thereafter may become due to the contractor, or from his security deposit.

Contractor liable for damage done and for imperfection for one year after certificate.

Clause 18: The contractor shall supply at his own cost all material except such special materials, if as may in accordance with the contract be supplied from the office-in-charge's store, plants tools,

Contractor to supply plan ladder, scaffolding etc.

appliances, implements, ladders, cordage tackle, scaffolding and temporary works requisite or proper for the execution of the work whether, original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement of the Officer-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 here for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examining at anytime and from time to time of the work or materials. Failing his so doing the same may be provided by the Officer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.

and be liable for damages arising from non-provision of lights fencing etc.

Clause19: No female labourer shall be employed within the limits of a cantonment.

Female labour.

Clause19A: No labourer below the age 18 years shall be employed on the work.

Clause19B: The contractor shall pay his labourers not less than the wages paid for similar work in the neighbourhood.

Clause 20: No work shall be done on Sundays without the sanction in writing of the Officer-in charge.

Work on Sunday

Clause 20A: In every case in which by virtue of the of the provision of Section 12, sub-section (i) of the Workmen's Compensation Act, 1923 Govt. is obliged to pay compensation to a workman employed by the contractor in execution of the works. Govt. recovers from the contractor the amount of the compensation so paid and without prejudice to the rights of Govt. under section 12 sub-section (2) of the said Act, Govt. shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under section 12(I) of the said Act except on the written request of the contractor and upon his giving to Govt. full security for cost for which Govt. might become liable in consequence of contesting claim.

Contractor liable for payment of compensation to injured workman or in case of his relation.

Clause 21: The contract shall not be assigned or sublet without the written approval of the Executive Engineer Panchayati Raj, and if the contractor shall assign or sublet his contract; or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempt so to do or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any Public Officer or person in the employ of Panchayati Raj **Wing** in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly interested in the contractor, the Executive Engineer may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequence shall ensue as if the contract has been rescind under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work theretofore actually performed under the contract.

Work not to be sublet.

Contact may be rescinded and security deposit for forfeited for subletting bringing or if contractor becomes insolvent.

Clause 22: All sums payable by way of compensation under any of these conditions shall be considered as responsible compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as responsible compensation without reference to actual loss.

Clause 22A: Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever any and other sum found to be due to Government by the contractor in respect of his contract or any other Contract or work-order or on any account whether may be deducted from any some whatsoever payable by government to the contractor either in respect of this contract or any work order or contractor or on any other account by another department of Government.

Deductions of amount due to Govt. on any account whatsoever to be permissible from sums payable to a contractor.

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

Changes in constitution of firm.

Clause 24: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Executive Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Executive Engineer.

Clause 25: 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 officer-in-charge or claims for compensation where work has been temporarily brought to a standstill though no fault of the contractor shall be allowed unless and to the extent that the same shall have been

Claims for payment of an extraordinary nature to be referred to Govt. for decision.

expressly sanctioned by the Department under the signature of one of his Secretaries.

Clause 25A: Disputes:

Arbitration clause.

A.1 If any dispute difference of any kind whatsoever shall arise between the Governor of Haryana/his authorized agents and the contractor in connection with or arising out of this contract at any time that is (i) Whether before its commencement or during the progress of the work or after its completion (including defect liability/maintenance, if a part of the contract) (ii) and whether before or after the termination/ abandonment/ breach of the contract, it shall in the first instance be referred with full details to the Executive Engineer-in-charge of the work at the time.

A.2. The Executive Engineer-in-charge shall within a period of 60 days after being requested in writing by the contractor to do so, convey his decision to the contractor and subject to arbitration as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the work on receipt of the decision by the Executive Engineer-in-charge as aforesaid with all due diligence whether he or the Governor of Haryana/ his authorized agent requires arbitration as hereinafter provided or not.

A.3. 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 60 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.

A.4. If the Executive Engineer-in-charge of the work fails to convey his decision within a period of 60 days after being requested as aforesaid, the contractor may within further 60 days of the expiry of first 60 days from the date on which request has been made to the Executive Engineer-in-charge, request the Executive Engineer-in-charge that the matter in dispute be referred to arbitration, as hereinafter provided

A.5. The appointment of the arbitrator for arbitrating the disputes/ differences so referred to arbitration shall be made only by the Chief Engineer PR s, Haryana, Chandigarh after 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:

Amount of Claim	Security Deposit
Total Claim value less than or equal to Rs. 10,000/-	2% of the Claim Amount
Total Claim > Rs. 10,000/- but less than or equal to Rs.1.00 Lac.	5% of the Claim Amount

Total Claim > Rs. 10,000/- but less than or equal to Rs.1.00 Lac.	5% of the Claim Amount
Claim > Rs. 1.00 Lac.	7% of the Claim Amount

A.6. This security shall on the termination of the arbitration proceedings be adjusted against the cost if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded the whole of the sum will be refunded to him within one month from the date of the award.

A.7. Only graduate engineers shall be eligible for appointment as arbitrator.

A.8. There shall be no objection to appointment of any serving officer of the Government as arbitrator on the plea that he had expressed his views on all or any of the matters in dispute. In case, arbitrator is appointed by designation, the arbitrator to whom the matter is originally referred being transferred or vacating his office his successor in office as such shall be entitled to proceed with the stage at which it was left by his predecessor.

A.9. In case the arbitrator nominated by the Chief Engineer PR s, Haryana, Chandigarh is unable or unwilling to act as such for any reason whatsoever the Chief Engineer PR s, Haryana, Chandigarh shall be competent to appoint and nominate any other arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

A.10. In all cases, the arbitrator shall give reasons for his award in respect of each claim and counter claim separately and that any lump sum award shall not be enforceable.

A.11. The following matters shall not lie within the purview of arbitration:-

- (a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Superintending Engineer and is being heard or / and has been finally decided by the Superintending Engineer-in-Charge of the work.
- (b) Any dispute in respect of substituted, altered additional work/omitted work/defective work referred by contractor for the decision of the 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 Government of Haryana and has been so decided finally by the Haryana Government.

A.12. The Contractor shall not be entitled to bring a dispute/difference for decision of the Executive Engineer-in-Charge under clause 25.2.

- (a) After 6 months of the date of completion of work, or
- (b) After 6 months of the date of abandonment of the work, or
- (c) After 6 months of dispatch through a registered letter of 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.

A.13. If the matter is not referred to arbitration within the period prescribed above all the rights and claims of the contractor under the contract shall be deemed to have been waved.

A.14. It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any civil Court without first involving and completing the procedure above.

A.15. The pendency of arbitration proceedings shall not disentitle the Government to make alternative arrangements for completion of the work.

Clause 26: The contractor shall obtain from the stores of the officer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required thereof or in connection there, with unless he has obtained thereof mission in writing from the officer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the officer-in-charge will be debited o the contractor in his account at rates shown in the schedule attached to the contract, and if they are not entered in the schedule they will be debited at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Stores of European or American manufacture to be obtained from Govt.

Clause 26A: Any fluctuations in Railway rates which may occur during the subsistence or and effecting freights of any material to be supplied under this contract shall be brought to the notice of the officer-in-charge by the contractor within days from such datewithout prejudice to the rights of the Government should be contractor had to comply with the above requirement any excess or charge on account of such increase or decrease shall be credited to or recovered from the contractor. No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract, e.g. fluctuation of railway freight on coal required for burning bricks will not be taken into consideration, or for an article which form part of a finished work, for purpose of this clause. Similarly no alternation in rates will be allowed when manufactured article is transported by rail from place A to place part B to form of a finished work.

Fluctuation in railway freight.

Clause 27: In case the cement is arranged by the contractor, the record of cement shall be maintained for each site including bill of the firms, stock register, testing report from approved laboratories etc. and this record shall be produced by the contractor or his reliable employee at the time of inspection by any officer of this department on demand.

Storage of cement and record of consumption.

Clause 28: When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved of the part of in question at the same rates as are payable under this contract for such items, or if the work in question is not in the opinion of the officer-in-charge capable of measurement, the officer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the officer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to under the provisions of this clause.

Lump sum is estimate.

Clause 29: In the case of any class of work for which there is no specification as mentioned in clause 11 the work shall be carried out in accordance with the specifications laid down by the Bureau of Indian Standards and in the event of there being no such specifications, the work shall be carried out as per the requirements of the Engineer in charge.

Specifications

a) Concrete Work:

All the concrete work shall have to be done with mechanical mixer unless permitted otherwise by Engineer in charge. All RCC work shall be compacted with a mechanical vibrator driven by petrol/diesel or electricity. All RCC work and plain cement concrete of mix 1:3:6(M-10) and richer mixes, only coarse sand having a Fineness modulus between 2.5-3.5 shall be used. Test samples shall be taken during the execution of work as per stipulations of the BIS. The compressive strength of test samples shall meet the requirements of relevant standards laid down by the BIS. The contractor/bidder shall set up a field- testing lab with necessary equipment and appoint suitable staff for carrying out the test at his cost.

b) Curing:

The contractor/bidder shall ensure proper curing of all work involving use of cement strictly as per stipulations of the Haryana PWD specifications. Since proper curing during the critical period has a direct bearing on the strength and safety of cement work, the Engineer-in-charge shall in the case of any default on the part of the contractor/bidder, take prompt action to arrange adequate curing at the cost of the contractor/bidder without issuing any prior notice in this respect, to avoid lapse of critical period of curing. The certificate of the Engineer-in-charge would be final and binding in this respect and the cost incurred shall be recovered from the contractor / bidder.

c) Pits at Site Prohibited:

No pits shall be dug by the contractor/bidder at or near the site of

work for taking out earth for use in the work. In case of default the pits so dug shall be got filled by the Department at the cost of the contractor/bidder, charging additional amount of fourteen percent towards department charges.

d) Co-ordination with other agencies:

The contractor/bidder shall maintain close co-ordination with other departments such as Electricity, Telecommunication, Public Health, PWD (B&R) etc. during the project. No claim for additional payment on this account shall be entertained.

Clause 30: The rates as offered and accepted in this contract are inclusive of all taxed and statutory levies such as stamp duty on the contract agreement, Income Tax, Octroi terminal tax, Sales tax / turn over tax, Royalty, contribution under employees state insurance and local taxes payable under the respective statutes (ESI contribution etc).

Taxes and Levies

Income Tax shall be deducted at source as per provisions of the Income Tax act and a certificate of such deduction made in each financial year shall be furnished to the contractor / bidder by the disbursing officer.

Vat/ Sales tax, turn over tax or any other tax shall also be deducted from the bills of the contractor/bidder if so directed by the authority.

Clause31: The contractor/bidder shall employ the requisite technical construction staff i.e. Graduate/Diploma Engineer with relevant experience (as per enlistment condition), on whole time basis during the execution of work and shall submit names and attendance certificate on the 10th of each calendar month.

Technical Staff

In case the contractor/bidder fails to employ the above technical staff and fails to submit the names and attendance certificate of such staff, recovery shall be made from his bills at the rate of twice the average pay of the corresponding staff working with the department.

Clause 32: It is expected that every contractor/bidder will have proper quality control staff and procedures in order ensure quality. For all works amounting to more than Rs 2 crore, the contractor / bidder shall engage a competent and independent quality control consultant approved by Engineer-in- charge of work to exercise effective control over the construction operations on the field so as to produce quality works. The fully equipped laboratory shall be set up at site of work and the said consultant shall employ trained staff. The contractor/bidder shall supply to the Engineer-in-Charge, a copy of his agreement and the fee for quality control should generally be between 0.5% and 1.5% of the contract value. The payment to the agreement supplied by the contractor / bidder. The payment will be recoverable from the contractor/bidder.

Consultant for quality control.

The consultant will guide the contractor/bidder for production of quality works at all stages and shall maintain records/ reports and test results so as to indicate the extent of quality achieved. The consultant will also supply a copy of all these reports, tests and checks to Engineer-in-charge regularly. The contractor/bidder shall also attach a copy of these reports test and checks with his bill without which no payment shall be made. The Engineer-in- charge can also order the change of consultant if in his opinion they are not performing competently. The Engineer-in-charge will be free to conduct surprise, random or in-situ checks so as to have cross check on quality. In case the contractor/bidder fails to employ for the whole or part of the period of execution a quality control consultant, the Engineer-in-charge may order employment of a consultant at the cost of the contractor/bidder or may order the departmental staff to carry out the quality control checks and a deduction at the rate of 1.5% to total cost of the work shall be deducted from the bill of the contractor/bidder even if the actual expenditure incurred on private consultant or departmental quality control is less. Nothing in this clause shall reduce the overall responsibility of the contractor/ bidder regarding quality and he shall remain liable for any defect in the execution.

Clause 33: The contractor/bidder shall give a satisfactory performance test of the entire installations as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor/bidder for this test.

Clause 34: No claim whatsoever shall be entertained for any loss or damage caused by rain, floods or any other natural causes or other acts of God.

Clause 35: The expressions “ works” “or Work” where used in these conditions shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or virtue of he contract to be executed whether temporary or permanent, and whether original, altered substituted or additional.

Definition of work.

Clause 36: The percentage referred to at page 3 i.e. in Memorandum of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Govt. or direct) of (1) the items of work for which rates in the tender apply and also (2) the items of work for which rates exists in the schedule of rates of the district.

Clause 37: The terms and conditions of the agreement have been explained to me/Us and I/We clearly understand then.

Clause 38: Certified that I/We am /are classified contractor/ contractors of PR/PWD Haryana

Clause 39: Certified that I/We have no blood relation in Development and Panchayat Department, Haryana as per enlistment condition.

Clause 40: The Schedule of additional conditions, Panchayati Raj Department contractors labours regulation, Fair wages clause and the rules for the protection of Health and Sanitary arrangement for workers employed by the Panchayati Raj or contractor, shall be deemed to be part of this contract and breach there of shall be deemed to be a breach of this contract.

Condition regarding Cause of Action in respect of contract disputes and the appropriate court having jurisdiction over such disputes:

“In any suit for damages etc. for breach of contract, the cause of action consists of making of the contract and of its breach so that the suit may be filled either at the place where the contract was made or at place where it should have been performed and the breach occurred. The making of the contract is part of the cause of action. A suit on a contract therefore, can be filled at the place where the contract was made. The determination of the place where the contract was made is part of the law of contract. But making of an offer of a particular place does not form cause of action in a suit for damages for breach of contract ordinarily, acceptance of an offer and its intimation result in a contract and hence a suit can be filled in the court within whose jurisdiction the acceptance was communicated. The performance of a contract is part of cause of action and a suit in respect of the breach can always be filled at the place where the contract should have been performed or its performance completed. If the contract is to be performed at the place where the contract was made the suit on the contract is to be filled there as no where also. In suits for agency section, the cause of action arises at the place, where the contract of an agency was made or the place where action are to be tendered and payment is to be made by agent part of cause of action arises where money is expressly or impliedly payable under a contract. In cases the place where repudiation is received is of repudiation of a contract, the place where the suit would lie if a contract is pleaded as part of the cause of action giving jurisdiction on the court. Where the suit is ruled on that contract is found to be invalid, such part of the cause of action disappears.”

MAINTENANCE SCHEDULE

It has been decided that the following clauses regarding schedule for defect liability / maintenance may be included in the DNIT.

(i) The Executive Engineer shall be give notice to the contractor of any defects before the end of defect liability / maintenance period which begins at the completion and ends after one year. For the one year from the date of completion, the defects will be removed by the contractor free of cost for one year.

(ii) Every time notice of defect is given the contractor shall correct the notified defect with in the duration of time specified by the Executive Engineer's notice.

(iii) The Contractor shall do the routine defect liability / maintenance of streets including pavement, streets sides and cross drains including surface drains to the required standards and in the manner as directed and keep the entire street surface and structure in defect free condition during the entire defect liability / maintenance period which begins at completion and ends after one year.

(iv) The routine defect liability / maintenance standards shall meet the following minimum requirement :-

(a) Like any other road work, block pavement also should be maintained to give long service. The defect liability / maintenance requirement of block pavement is minimal. The block pavement requires initial defect liability / maintenance soon after its laying, say after a week or two for checking sand in the joints. Subsequently, the defect liability / maintenance is in the form of replacing any damaged block / blocks or raising the settled section, if any. Repair especially after laying a cable duct is much simpler in the case of block pavements. the cut area can be reinstated without any blemish.

(b) After about a week of laying the blocks there is a need to inspect the surface to check for any loss of sand at joints. Wherever sand level has dropped down it should be reinstated. This type of inspection should continue for two to three months till the sand level is stabilized and topping us is no more required. With time the joints receive fine dust and detritus thus making them waterproof. During rains these joints may allow weeds to grow but these normally should get eliminated with the traffic. In case it does not get eliminated these may have to be controlled by spraying herbicide of by manual removal. Annual inspection, however, will be required.

(c) Repairing of surface drains including reshaping to maintain flow of water.

(d) Repairing of culverts & pits / sewers for free flow of water.

(e) Any other defect liability / maintenance operation required to keep the street traffic worthy at all time during the defect liability / maintenance.

(v) To fulfill the objectives laid down in clause (i), (ii), (iii) & (iv) also the contractor shall undertake detailed inspection of the work at least one in a month. The Executive Engineer can increase this frequency in case of emergency. The contractor shall forward to the Executive Engineer, the record of inspection and rectification each month.

(vi) No claim will be entertained for damage & loss of material in custody of the Contractor due to rains, flood and any other act of God.

(vi) The Executive Engineer may issue notice to the Contractor to carry out defect liability / maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Executive Engineer a compliance report.

(vii) If the Contractor ha not corrected a Defect pertaining to the Defect Liability Period under clause (iii) of these Conditions of Contract, to the satisfaction of the Executive Engineer, within the time specified in the Executive Engineer's notice, the Executive Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

CONDITIONS

I. MODE OF MEASUREMENT AND EXECUTION OF EARTH WORK IN EXCAVATION/FILLINGS:

1. Nothing extra shall be paid for any type of jungle clearance, which the tenderer may have to carry out.
2. The Contractor will be responsible for setting out the work, establishing benchmark, central lines etc. and will carry out all such works at his own cost.
3. The contractor shall clear the site of work simultaneously as the work proceeds falling which the same shall be got cleared by the Engineer – in – charge at the risk and the cost of the Contractor.
4. Earth shall be good and free from leaves, mud, vegetables, slush and other foreign material.
5. Measurement will be made and paid for on the basis of cross sections of the finished embankment at interval of 15 meters as laid down in Haryana P.W.D specification No. 6.2 Para 27 b and Para 28.
6. The actual deduction to arrive the net cubic contents to be paid is derived on the basis of D.B Ds at every 75 meters length.
7. Cross section of existing ground at the interval of 15 meters shall be accepted & signed by the tenderer before start of the work to consider the final position of natural level.
8. In case the executing agency brings the earth from the nearer lead than that specified in the D.N.I.T the rates to be paid will be proportionately reduced.
9. In case the agency fails to pay the compensation of earth to the land owners (from where the earth is brought) deduction at the rate of H.S.R plus sanctioned ceiling premium will be made from the bills and will only be released on the production of proper acknowledgement of the land owners duly certified by the Revenue authority/Deptt. That the compensation of earth taken has been paid so the land owners/Sarpanch/ Village Panchayat. Necessary certification will also be issued by the S.D.E that the compensation of earth taken from private land has been paid to land owners.
10. No pit shall be dug by the tenderer within the road boundary for taking out earth for use in the work. In case of default, the pit so dug will be filled in by the department at the cost of the tenderer plus fourteen percent departmental charges also.
11. Nothing extra shall be paid for any lead or lift or hardness or wetness or dressing of for any other reason.

12. The design of super-elevation at circular curves shall be earned out by the contractor and got approved from the Engineer-in-charge sufficiently in advance of the actual commencement of the work and the work will be carried out design laid.
13. The contractor shall make arrangement at his own cost for at least two number of modern leveling instrument (wild type) for the purpose of carrying our leveling operations failing which; the same shall be arranged by the Engineer-in-charge at contract risk and cost.
14. 10% shrinkage will be deducted from the compacted quantity of earth work.
15. Nothing extra shall be paid for damages caused by rains, floods or any act of god.
16. Nothing extra shall be paid for making and defect liability/ maintenance of the service road required for the transportation of the earth/material etc.
17. Before commencement of the earth work the contractor sign the cross section of the existing ground in token on acceptance thereof. These shall be considered as the final sections of the original conditions of the work before commencement.
18. The earth obtained from the cutting will be used by the agency in filing upto the economical lead and that quantity will not be payable. The deviation of the E.I. Charge will be final regarding deviation of the economical lead.
19. The Department will be at liberty to withdraw the item of earth work to reduce it to any extent and no claim what so ever will be entertain on this account.

II. SUPPLY OF MATERIAL

I) Bricks shall conform to specifications No. 3.5 of P.W.D specification 1990 with upto date amendments.

I) OTHER MATERIAL

1. The material shall be from the quarry approved by Haryana P.W.D B&R Deptt. & shall strictly conform to physical criteria prescribed by MOST specification (4th revision of 2001) PWD specification 1990.
2. The work will be carried out strictly in accordance with the Ministry of Surface Transport (Road wing) Specification, for road and bridges works (4th revision of 2001 MOST) supplemented by the Haryana PWD specification latest edition 1990 wherever MOST specification is silent with upto date amendments.
3. To ensure quality of intermediate fraction, test check should be carried out on sample taken from materials; in case material is not found according to specification the entire supply may be rejected. However, the Engineer-in-Charge, if considers it expedient and in the interest of work may allow the contractor so supply the missing fraction upto the quantity as determined by hum separately free of cost.

4. The contractor will stack the materials separately for each grading with the help of wooden or steel forms which will be supplied by him and got approved from the Engineer-in-Charge or his representatives before use. The Engineer-in-Charge or his representatives will count number of stacks built up by the contractor with the help of these forms and test check the quantity in few stacks selected by him. The average volume of material per sock in stacks so checked by the Engineer-in-Charge or his representative will be considered as volume of an average stack and applied to the entire supply or any other rational method to arrive at the quantity used.
5. If the contractor wants to supply any materials from any other approved quarry nearer than specified by name in the detailed N.I.T., he will get the approval of Executive Engineer-in-Charge in writing before taking the supply in hand for the same and rates to be paid for such suppliers from nearer source shall be decided by the Executive Engineer or the competent authority.
6. The Contractor shall store all materials in proper manner so as to avoid contamination, deterioration and accidents. He shall not store or keep any materials, tools and plants in Public through fares except for such, as are required for immediate use on the works. The place where materials are to be stored shall be subject to the approval of the Engineer-in-Charge. The contractor shall make his own arrangements to clear the place within such time as may be instructed by the Engineer-in-Charge failing which the site shall be got cleared at the risk and cost of the contractor.
7. The contractor shall not occupy or abstract, by his operations, more than $\frac{1}{2}$ (half) of the width, of any road or street. However in special conditions the contractor shall obtain the consent of Engineer-in-Charge in writing before closing any road for vehicular traffic and the foot path shall be kept clear at the times. The contractor shall take all the precautions to avoid any accident and for proper guidance of the traffic or providing necessary barriers, reflective cautionary signs/signals speed limit boards, red and green flag and red electric light at night, with sufficient number of Chowkidars and will take other safety measure, while the work is in progress or white blocking the road or where ever other wise necessary. The material and machinery shall be stocked at the site of work in such a way that there will be no obstruction to traffic and inconvenience to public. No claim shall be entertained on account of such arrangement made by the contractor. The contractor shall be fully responsible for any accidents caused by the neglect of such precautions, In case the contractor fails to comply with the aforesaid arrangements, the same shall be made by the Engineer-in-Charge at the risk and cost of the contractor.

8. To arrive at the actual quantity of payment 12.5%, 10% & 5% deduction shall be made in volume computed by stack measurement as applicable for grading 2 & 3 of course aggregate & stone chippings respectively.
9. The stacking shall be commenced from the end farthest from the source of supply & shall proceed continuously or as desired by Engineer-in-Charge of the work.
10. The quality control test will be done by the Deptt. & material for such test will be supplied by the contractor free of cost. In case the material is not found upto the standard, the same will be rejected.
11. The frequency of different test required shall be as per table 31 of the hand book of quality control for construction of roads and runway I.R.C specification No. 11.
12. Upto 10% variation in grading may be allowed in the intermediate sieve on deduction as laid down below: -
 - i) Upto 5% variation may be allowed in the intermediate sieve by deduction @ 5% of the basic quarry rates as applicable on the date of tenders.
 - ii) For variation from 5 – 10% in the intermediate sieve deduction @ 10% shall be made on the basic quarry rates as applicable on the date of tenders.
 - iii) No variation beyond 10% on the intermediate sieve shall be accepted.
13. The rates should be inclusive of all charges of quarry operations, royalty for Octroi, sales tax, toll tax and all other taxes and charges livable what so ever may be and nothing extra shall be payable to the agency on this account.
14. The amount of works can be increased and decreased according to the actual requirement of the department without any compensation to the contractor.
15. Material collected in excess shall not be measured and paid for, and if not removed within one month of the final measurements it shall become the promptly of the Govt. and no claim on this account shall be entertained.
16. At least one authorized representative of the contractor should always be available as site of work to take instructions from department officers and ensure proper execution of work. No work should be done in absence of the contractor or his authorized representative.
17. Only actual quantities of work completed and accepted by the Engineer-in-Charge shall be paid for.
18. Cost of testing of material if any will be born by the agency.
19. Section Nos. referred in the description of items are that of M.O.S.T. (Ministry of surface Transport) (Red wing) specification for road and bridge work (4th revision of 2001).

20. Road shall be closed by erection of barriers at both end which shall be strictly lighted at the night during day light a man with red and green flag must be deployed above ten mtr. in the front of each barrier directly traffic. Night watchman must also be provided to see the light work at night.

ADDITIONAL CONDITIONS

1. The work will be carried out strictly in accordance with the Haryana Public Works Department Specifications upto date, specification of the estimate, instructions of the Engineer-in-Charge and to his entire satisfaction.
2. The Executive Engineer, P.R. Division P.R.P.W. reserves the option to take away item of work or any 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 for compensation.
3. All royalty, sales tax and other taxes, compensation for building stones, bricks, bajri, and for stone metal are included in the rates and are the liability of the contractor.
4. The arrangements for the water supply for the construction purposes are to be made by the contractors at their own cost.
5. No claim on account of fluctuation in price due to war or any other cause will be considered.
6. Any material left on the site after the completion of work shall be removed by the contractor within one month from the date of issue of the notice by the S.D.O.P.R. In case the contractor fails to comply with the notice, the material shall become the property of the Government and no payment shall be made to the contractor for it.
7. The schedule of rates referred to in clause twelve of tender form shall be the Haryana schedule of rates 1988.
8. It will be the responsibility of the Contractor to ensure that trees in the labour camp site and in the vicinity, their fruit etcetera is not damaged by his labour or agents. Cost of such damages if any will be assessed at the discretion of the S.D.O.P.R. and deduction shall be made from the bill of the contractor.
9. Amount of work can be increased or decreased according to the requirements of the department and no claim on this account will be entertained.
10. The rates given in the attached schedule of rates are for finished work inclusive of lead, lift and octopi charges etcetera.
11. The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him.
 - (i) Suitable temporary hutting, accommodation, as in the opinion of the XEN, P.R. may be necessary.

- (ii) Trench latrines, bathing enclosures and platforms separately for men and woman and their regular cleaning to the satisfaction of the Medical Officer Incharge.
- (iii) Clean drinking water.

In the event of his failure to provide any or all of these amenities the same shall be provided by the Department and the cost recovered from the contractor. Any dispute regarding these points shall be settled by the XEN, P.R. whose decision will be binding.

Note: - No labour will be allowed to reside at the site work.

12. In the event of materials issued by Department as provided in the contract for bonafide work being misused, lost, stolen, damaged or rendered unfit for use while in the custody of contractor, he shall be fully responsible for all such losses and shall pay the Xen, P.R. its cost at double the issue rates specified against each. Similarly the Cost of other materials if any not provided in the contract issued for use in the work having been misused, lost, stolen, damaged or rendered unfit will be recovered at double the issue rates fixed by the Executive Engineer Incharge. In case of any delay or short supplies of the above materials no claim for any compensation shall be entertained due to interruption in the work or labour thus rendered idle.

13. The contractor shall be required to submit a return to the Labour Welfare/ XEN P.R.P.W. Division on the tenth of every month on the prescribed form for the payment of wages under fair wage clause. The failure of the contractor to do so will be considered as a breach of the Contract and will be dealt with such.

14. The department will not be responsible for any loss or damage to the material or structure due to rains, floods, or any other act of God.

15. The security will consist of deduction of 10 percent from the running payments to be made on account of this work. The earnest money deposited with the tender will be treated as part of the security. The security deposit will be refunded in accordance with provision in P.R.P.W. Accounts Rules.

16. The contractor shall be responsible for the removal of all such debris as has been created by the work allotted to him from the site of work to specified places before the expiry of contractual time failing which it will be get removed by the department at the contractor's cost and no claim regarding the department having spent excessive amount on the removal of the debris shall be entertained.

17. Earth required by the Contractor shall not be dug from any part near the area of work. The site from which the earth is to be brought is subject to the prior approval of the XEN P.R.

18. All cement concrete whether plain or reinforced shall be mechanically mixed unless otherwise directed by the XEN P.R. It shall be the sole responsibility of the contractor himself to arrange for the mixer at his own cost.

19. All reinforced cement concrete when poured shall be vibrated with mechanical vibrator unless otherwise directed by the XEN P.R. which shall be arranged by the contractor himself.

20. Surplus earth as a result of foundations of basement shall be placed at the place approved by the S.D.O. P.R. No earth so excavated shall be sold by the Contractors to private parties nor removed for sale.

21. The arrangement for electric supply required for construction purpose shall be made by the Contractor at his own cost.

22. The fair wage clause and Panchayati Raj Public Works Department Contractor, Labour Regulations annexed herewith will be binding on the Contractors executing the work.

23 Recovery clause for short/ excess consumption of Department materials supplied for works on through rate basis: -

I for Excessive Consumption of material: -

(a) Upto 5 per cent. No action is called for

(b) Above 5 per cent. As given below: -

As per practice in vogue, recovery has to be made for the excessive consumption of material at penal rates provided in the contract. Regarding further action to be taken against the contractor and the defaulting staff, the matter is left to the discretion of the S.D.O. (PR) concerned. The S.D.O. (PR) should in turn bring such cases to the notice of the Executive Engineer P.R.P.W. whose decision in such reported cases would be final.

II (a) Less consumption above 5 per cent. No action is called. The recovery of cost of material thus saved shall be made from the contractor at the issue rate.

(b) Less consumption above 5 per cent. As given below: -

To reduce the rates of items or where it is not possible to determine the exact items on which less material has been used, the cost of the less material to be recovered from the contractor at the issue rates, while some deterrent action against the contractor should be taken by the Executive Engineer (PR). In cases where the items of works become non-scheduled and non-agreement due to less consumption of material, the Executive Engineer (PR) may sanction such non-scheduled and non-agreement rates upto the total cost involved for each such items being upto Rs. 1,000 while cases going beyond his competency may be referred to the S.E. (PR) for final decision. It should also be left to the Executive Engineer (PR) to determine whether the stability of the structure is affected adversely by less consumption of material and in cases where he feels that

likely to be so, it is for him to reject the work and the decision in such matters of Executive Engineer (PR) shall be final.

24. Should the tenders modify or withdraw his tender without the written concurrence of the Executive Engineer, within 90 (ninety) days from the date of tender, he is liable to be blacklisted in addition to forfeiture of earnest money and other penalty envisaged in the tender forms.

25. Apprentice Act: The contractor shall comply with the provisions of the apprentice Act, 1961 and the rules and order issued there under from time to time. Contractor's failure will be breach of the contract and the Superintending Engineer may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation be him of the provision of the Act.

26. Income tax will be deducted from the bill of the contractors according to section 194 of the Income tax act, 1961 and instructions from time to time.

27. Relation with public authorities the contractor shall comply with all legal orders and direction given from time to time by an local or public authorities and shall pay but of his own money the fees or the charges for which he may be liable.

28. Any work done or material used without supervision or in specification issued by the Chief Engineer of the department, is liable to be ordered to be removed and replaced at the contractor's expense.

29. Failure to reject any defective work or material will not in any way prevent later rejection when such defect is discovered or obliged the department to make final acceptance.

30. In case of any discrepancy between descriptions in works and figures quoted by a tender, the description in work shall prevail.

31. If there are varying or conflicting provision made in any document forming part of the contract, the accepting authority shall be deciding authority with regard to the intention of the document.

32. No claim shall be entertained on account of increase in price of labour or material due to any cause whatsoever.

33. No work shall be carried out on Sundays and authorized holidays without the prior approval of the Engineer-in-charge in writing. The time allowed for the completion of the work includes Sunday and labour holidays.

34. If directed by the Engineer-in-charge in writing the work shall be done during night time for which nothing extra shall be paid to the contractor.

35. In case of importance roads where the intensity of the traffic is high the contractor shall, if instructed by the Engineer-in-charge, restrict the work to non peak period as determined by the Engineer-in-charge. No claim/compensation on account of the same shall be entertained/ allowed.
36. In case of emergency contractor shall be required to pay his labour every day and if this is not done, Govt. will make the requisite payment and recover the same from the contractor.
37. The contractor shall not be entitled to any payment on account of work done till he signs the contract agreement and the same is accepted and the competent authority.
38. Collection of material at site for the proper execution of the work as per specification shall include all lead & lifts. The rates quoted by the contractor shall hold good, irrespective of the quarry/sources from which materials are brought so long it conforms to the specifications closure/change of any part as quarry/source shall not entitle the contractor to claim any review in rates.
39. Rates for stone metal, soling includes the cost of all quarry operations including blasting and removal and disposal of quarry over burden and rejected strata of rock.
40. Rate shall be quoted for items enumerated in the Notice inviting Tender & deviation of any from the terms of DNIT will be summarily ignored.
41. The material shall be free from dust clay leaves or organic matters and decayed stone.
42. Supply shall commence at the end/Km/ farthest from the source of supply and shall proceed continuously. The contractor will supply the material uniformly in various reaches without leaving any gaps in between. No material supplied in a Km. will be measured and paid for unless same in previous Km. has been completed in all respect.
43. The size of stack can be got increased accordingly to availability of space as desired by the Engineer-in-charge and nothing extra will be paid on this account.
44. The contractor shall provide suitable measuring arrangement at the site for checking of various materials supplied by him.
45. The contractor shall collect at roadside quantity of material according to the contract. Material collected in excess or sub standard or unstacked shall not be paid for and if not removed within 15 days from the date of issue of the Executive Engineer or Sub Divisional Engineer in writing shall become the property of the Govt. and no claim of contractor on this account will be entertained.
46. If during the execution the contractor arranges imported labour, he shall immediately inform the local health authorities entrusted with the work of eradications of malaria for their (Labourers) inclusion in the surveillance operation and forgetting their bile assigns from abroad authorities in order to conclude malaria positive.

47. Tenders with restricted validity period will not be entertained.
48. If any damage is done by the contractor to any existing work during the course of execution of the work this shall have to be made good by him at his own cost.
49. Nothing extra shall be paid for unforeseen delay on account of non-availability of any kind of material, drawing and design.
50. Nothing extra shall be paid for making and defect liability/ maintenance of the service road required for the transportation of the Earth/Materials etc.
51. The cost of testing material, if any will be born by the agency.
52. At least one authorized representative of the contractor should always be available at site of work to take instructions from department officers and ensure proper execution of work. No work should be done in the absence of the contractor or his authorized representative.
53. Only actual quantities of the work completed and accepted by the Engineer-in-charge shall be paid for.
54. In event of collapse of false work, the contractor stands the risk of being black listed and will be responsible for other consequences if any on this account.
55. The contractor shall have to work as per programme of the department. No claim what so ever will be entertained on this account.
56. The contractor shall progress on different parts simultaneously as far as possible so that minimum breakage and repairs are involved.
57. The contractor shall maintain in good conditions all work executed till the completion of entire work allotted to the contractor.
- 58. COMMENCEMENT OF WORK:** - The agency will notify the date of commencement of work or resumption of work in writing to the Engineer-in-charge at least three days in advance. Any wok done without proper notice will not be accepted and paid for.

The S.D.E (Representative of Engineer-in-charge) on receipt of the report will inspect the work carryout the test to satisfy himself about the quality and quantity of work and submit the report to Executive Engineer (Engineer-in-charge) in writing. The delay or non submission of report on the part of S.D.E will be considered an act of omission & commission in performance of his duty. The S.D.E in charge will inspect the work before making measurement & entry into M.B and send a report to Engineer-in-charge in writing that he has inspected the work and fully satisfied about the quality and quantity. In case he found the work of poor quality, he will notify the agency and inform the Executive Engineer Engineer-in-charge about it. He will also carry out the tests to confirm or satisfy his observations.

The Executive Engineer (Engineer-in-charge) on receipt of report from S.D.E will inspect the work himself and get the required tests done as per specifications. The work will be rejected if any deficiency is found. The agency will be notified for rejected work.

The agency will remove the rejected work completely and relay the same. The entire costs of testing, removing and relaying will be borne by the agency.

The Engineer-in-charge will stop the further execution of work, if the agency fails to remove, the defective work within seven days of notifying the defective work by Executive Engineer. A penalty equivalent to the market value/Tender value, which ever is higher of defective work will be imposed by Executive Engineer on the agency for failure to rectify the defective work within 15 days.

59. CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION: - The contractor shall provide all necessary superintendence during the execution of the works and as long thereafter as may be necessary for the proper fulfilling of the contractor's obligations of the contract. The contractor or a competent and authorised agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn is to be constantly on the work and shall give his whole time to the superintendence of the same.

60. CERTIFICATE OF COMPLETION OF WORK:- When the whole of the works have been completed and have satisfactory passed any final test that may be prescribed by the contract, the contractor may give a notice to that effect to the Engineer accompanied by an under taking to furnished any outstanding work during the period of defect liability/ maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the Engineer to issue a certificate of completion in respect of the works. The Engineer shall within twenty-one days of the date of delivery of such notice either issue to the contractor with a copy of employer, a certificate of completion stating the date on which in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the works which, in the opinion, requires to be done by the Contractor before the issued of such certificate the Engineer shall also notify the contractor of any defects in the works affecting completion of the works specified therein. The contractor shall be entitled to receive such certificate of completion within twenty-one days of completion to the satisfaction of the Engineer of the works so specified and making good any defects so notified.

61. PERIOD OF MAINTAINS AND DEFECTS LIABILITY:- The Contractor shall be responsible to make good within such period as may be stipulated by the Engineer any defect which may develop or may be noticed during the period of defect liability of 12 months or otherwise specified, from the certified date of completion and which is attributable to the contractor. All

notices of such defect shall be given to the contractor promptly. In case the contractor fails to make good the defects, the Engineer may employ other person to make good such defects and all expenses consequent and incidental there to shall be borne by the contractor. The contract shall not be considered as completed until the defect liability/ maintenance certificate shall have been signed by the Engineer and delivered to the employee stating that the works have been completed and maintained to his satisfaction. The defect liability/ maintenance certificate/completion certificate shall be given by the Executive Engineer.

62. Sales tax, VAT, Income tax and other taxes plus surcharge as applicable shall be deducted from the gross amount of each bill to be paid to the Govt.

63. The agency should clearly indicate the position of Hot mix plant for mixing the materials.

64. Engineer shall Executive Engineer concern.

II. CEMENT TO BE ARRANGED BY THE CONTRACTOR:

i) Sufficient storage capacity of cement minimum 20 M.T (Twenty M Ton) will be made by the agency.

ii) Proper daily account for the consumption of cement will be maintained by the Contractual agency in the register, which will be available at site.

Performa for Cement Consumption Register:

Date	Opening Balance	Vehicle through which cement received with No. & Date.	Qty. of Cement taking out during day.	Qty. of Cement consumed during day.	Cement returned to store during the day.
1	2	3	4	5	6

Balance	Signature of Contractor	Sig. of J.E/Supervisor	Sig. of S.D.E/Inspecting Authority.	Qty. of work done.	Remarks, if any
1	2	3	4	5	6

iii) In case the actual consumption of cement is less upto 5% of the specified quantity as per relevant specifications, recovery for the quantity less consumes shall be made at the current rate of cement. In case the consumption of cement is less by more than 5% of the specified quantity the matter will be referred to S.E for decision as to whether the work can be accepted or not. If the S.E decides that the work can be accepted, in that case the recovery of the quantity of cement less consumed shall be made at double of the current rate of cement besides any reduction in rates of that particular item of work, which shall be decided by the S.E.

iv) If the actual consumption of cement is more than the specified quantity as per relevant specification, no additional payment shall be made to the contractor.

III. The Execution will be made strictly in accordance with MOST/IRC/PWD specification:

1. CEMENT:

- i) Cement will be arranged by the agency himself **or** may be supplied by the department as the case may be according to DNIT.
- ii) Large stocks of cement shall not be kept at site but only sufficient quantities shall be kept to assure continuity of the work the contractor shall provide and maintain efficient water proof storage shed for cement on the site of work to protect from moisture. The cement shall be neatly stacked in orderly manner so far as easy to count.
- iii) The contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the store at site.
- iv) The Engineer shall at all time have access to store at sites of contractor .He shall have authority to check and examine the method of storage record accounting and security provided by the contractor. The contractor shall comply with the instruction that may be issued by the Engineer in this connection. The contractor shall further at all time satisfy the Engineer by producing records / proves that may be demanded that cement supply is being used for the purpose for which it is supplied.
- v) The contractor shall provide a double locking arrangement to the store, the key of one of the locks being with the Engineer or his representative at site. The Engineer or his authorised agency will have the authority to verify the stocks and check the consumption in any manner he thinks proper.

2. CONSUMPTION: Condition regarding excess consumption of material (Cement)

- a) Upto 5% (Five percent). No action is called for.
- b) Above 5% (Five percent), if actual consumption exceeds theoretical consumption by more than 5% (Five percent) recovery shall be made for the excessive consumption of material beyond initial five percent at double the rate at which it is agreed to be contractor.

For short consumption of materials cement:

- a) Upto 5 % the recovery of cost of material thus saved shall be made from the contractor at the issue of rates.
- b) Less consumption by more than 5% (i.e. above 5%) the rates of items of work involved shall be reduced if it is not possible to determine the exact items on which less material has been used , the cost of the material shall be recovered from the contractor at the issue rate. The Executive Engineer reserves the right to take any deterrent action which he seems fit against the contractor. It shall be at the discretion of the depts. to determine whether the stability of the structure is effected adversely due to less consumption of materials and in case it is left that is likely to be so the Executive Engineer –in – charge shall reject the work and the decision of superintending Engineer in such matter shall be final .

3. AGGREGATES:

Fine and aggregates shall be consist of normally occurring crust or uncrust material with apart the grading requirement comply with IS 383.

4. **WATER:**
The water shall be clean and free from any deleterious matter. It should be meet the requirement stipulated in IS 456.
5. **MANUFACTURING:**
Pre-casting shall be done with mechanical process by applying heavy hydraulic pressure and high frequency vibration simultaneously.
6. **CURING:**
Curing shall be made in accordance with IRC 84 and quarry tank will be adequate capacity will be mentioned at the rates of work.
7. **COMPRESSIVE STRENGTH:**
The compressive strength of each block shall be in accordance with the Indian Standard specification. No individual blocks strength shall fell below the specified compressive strength.
8. **LAYING OF BLOCKS:**
Laying of blocks shall be strictly accordance wit the drawing/satisfaction to the Engineer in view of the site condition. Camber and super elevation shall be provided as per drawing MOST specification. Longitudinal gradient shall be as per drawing and direction of Engineer Incharge. Work which do not confirm drawing for longitudinal and cross fall shall be rejected and will be paid. NO variation shall be allowed without written permission of the Engineer Incharge.

PANCHAYATI RAJ PUBLIC WORKS DEPARTMENT CONTRACTORS
LABOUR REGULATION

1. **Short Title:** These regulations may be called Haryana Public Works Department Contractors Labour Regulations.

2. **Definition:** In the regulations, unless otherwise expressed or indicated the following words and expressions shall have meaning hereby assigned to time respectively, that is to say,

- (1) “*Labour*” means a worker employed by Panchayati Raj Public Works department Contract directly or indirectly through a Sub-contractor or other person or by an agent on his behalf.
- (2) “*Fair wages*” mean wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Haryana Public Works Department of the District in which the work is done.
- (3) “*Contractor*” shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.
- (4) “*Wages*” shall have the same meaning as defined in the payment of wages Act, 1936 and include time and piece rate wages.

3. **Display of notices 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 places on the work notices 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 works 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.

5. **Fixation of wage periods:**

- (1) The contractor shall fix wage periods in respect of which the wages shall be payable.
- (2) No wages period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before expiry on ten days, day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
- (5) All the payment of wages shall be made on a working day.

6. **Wage Book and Wage Slip etc.:** The contractor shall maintain Wage Book of each worker in such form as may be convenient but the same shall include the following particulars –

- (a) Rate of daily or monthly wages.
- (b) Nature of work on which employed.
- (c) Total No. of days worked during each wage period.
- (d) Total amount payable for the work during each wage period.
- (e) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) Wages actually paid for each wage period.
- (g) The contractor shall also maintain a Wage Slip for each worker employed on the work.
- (h) The authority competent to accept the contract may grant an exemption from the defect liability/ maintenance of Wage Book and Wage Slip to a contractor who in his opinion, may not directly or indirectly employ more than 100 persons on the work.

7. ***Fines and deductions which may be made from wages:***

(1) 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 terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Any other deductions which the PR, PW may from time to time allow.

(2) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to half an anna in a rupee (1/32) of the wage payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. ***Register of fine, etc.:***

(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 deduction for damage or loss was made.

(2) The contractor shall maintain list in English and in the local Indian Language, clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. ***Preservation of Books:*** The wage book, the slips and the register of fine deductions required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry added in them.

10. **Power of labour Welfare Officer to make investigations or enquiry:** The Labour Welfare or any other person authorized by the Haryana Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

11. **Report of Labour Welfare Officer:** The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the results of his investigations or enquiry to the Executive Engineer concerned, indicating the extent, if any, to which the default has been committed and the an amount of fine recoverable in respect of the acts of omission of the labour with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labour 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, inquiry, appeal or any other proceeding under these regulations.

14. **Inspection Register:** The contractor shall allow inspection of the wage Book and Wage slip to any of his workers or to his agent at a convenient time and place after due notice is received from the Labour Welfare Officer or any other person authorized by the Haryana Government on his behalf.

15. **Submission of Returns:** The contractor shall submit periodical returns as may be specified from time to time.

16. **Amendments:** The Haryana Government may, from time to time, add or amend these regulations and on any question as to the application interpretation or effect of these regulations the decision of the Labour Commissioner to Haryana Government or any other person authorized by the Haryana Government in that behalf shall be final.

Contractor

Witness

Office stamp.

FAIR WAGE CLAUSE

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

Explanation: Fair wage means wage whether for time or piece-work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the P.W.D. B& R. Branch, Haryana, for the district in which the work is done.

- (b) The contractor shall, notwithstanding the provision of any agreement to the contrary, cause to be paid fair wage to laborers indirectly engaged on the work, including any labour engaged by his sub- contractors in connection with the said work, as if the labours had been directly employed by him.

- (c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Haryana P.W.D., Contractor's Labour Regulations, made by the Government from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorized made, defect liability/ maintenance of wage register, wage cards publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a such like nature.

- (d) The Executive Engineer, P.R.P.W. concerned shall have the right to deduct, form 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 payment of wages or of deduction made from him or their wages, which are not justified by the terms of contract or for non-observance of the regulations referred to in clause (c) above.

- (e) Vis-à-vis the contractor shall be primarily liable for all payment to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

- (f) The regulations shall be deemed to be part of this contract or and any breach thereof shall be deemed to be breach of this contract.

Contractor

Witness

Office stamp.

ANNEXURE-A

The Panchayats Department intends to provide cement concrete paved streets and drains/ sewers in villages of Haryana. The estimated cost, estimated quantities of items of work and drawings of the proposed Model Villages can be seen in Part-2 of the DNIT. In each Model Village, streets are proposed to be paved with 60 mm or 80 mm thick precast interlocking blocks of cement concrete design mix M 35. Similarly Drains, Nala and Sewers have to be constructed/ laid for drainage system. The standard design, drawings and approx. unit cost (as per H.S.R. 1988 plus ceiling premium) of these items of cement concrete paving, drains sewers etc. has been given at Annexure A. The information regarding shape and size of precast interlocking blocks of cement concrete design mix M 35 proposed to be used at site, can be seen in the % Chief Engineer Panchayati Raj Public Works, Haryana, Chandigarh. Proper quality control as per clause 32 and other subsequent clauses will have to be ensured by the contractor. In case, the contractor wants to precast these Interlocking blocks in the concerned Model Village, Panchayat land and other suitable help as per rules may be provided to the contractor for the purpose till completion of work subject to availability. The percent interlocking paver blocks should be strictly confirming to the specifications. The contractor shall guarantee that all the paver blocks designed, fabricated, supplied and laid by him shall be free from any type of defect due to faulty material, and / or workmanship for the specified period after date of completion of work at each site and in case of any defect, he shall relay the paver blocks free of cost as detailed in technical specification.

THE QUALIFICATION CRITERIA FOR BIDDERS

- 1 The Bidder should have satisfactorily completed one work costing at least equal to 40% of cost of work or two works costing 25% each of the cost of work of the similar nature during the last five years.
- 2
 - i). The Bidder should have had average annual financial turn over (gross) of at least equal to 75% of cost of work in any one year during last five years. This should be duly audited by a chartered Accountant (10% compounded value per year to be added).
 - ii). The Bidder should have following number of Technical and Administrative employees for the proper execution of the contract.
 - (a). Degree holder in Civil Engineer or Diploma holder in
Civil Engineering with 10 years experience. 1 Nos.
 - (b). Lab Assistant. 1 Nos.

3. Bid capacity (= "3an-b") should be equal to or greater than "Estimated Cost of Work" where, 'a'= Max. Value of Construction works executed in any one year during last 7 years.

'n'= No. of years prescribed for carrying out this work.

'b'= Value of ongoing works during period of construction of this work.

3. The bidder must produce an undertaking that the information furnished with the bid documents is correct in all respects

Note:-

1. Defect Liability/Defect liability/maintenance of these Civil Works – Pavement of Streets, construction of Drains etc., in Model Villages will also be done by the contractor upto 36 months after completion of work. The defect liability/defect liability/ maintenance for the first year (after completion of work) will be included in the rates of civil work. The rates for 2nd year & 3rd year have to be mentioned at the appropriate space.
2. The department may use Recron 3S fibre in the items of cement concrete with @ 125 gm in each bag of cement. The department will supply the fibre to the contractors and noting will be payable to agency in this case.
3. In case the Rector 3S fibre as mentioned above is supplied and used by contractor at its own level as per direction of Engineer Incharge, an extra rates will be paid as given below:
 - (a) An extra amount @ Rs. 1.90, Rs. 1.40 and Rs. 0.14 per Sqm will be paid for item no. 1, 2 and 6 respectively.
 - (b) An extra amount @ Rs. 0.52, Rs. 0.77 and Rs. 0.31 per Rm will be paid for item no. 3, 4 and 5 respectively.

EXPLANATORY NOTES

1. The above rates are for complete work including cost of all material, labour, tools, and plants and water etc. unless otherwise specified.
2. Other items carried out, if any, will be paid for as per Haryana PWD schedule of rates, 1998 corrected upto date subject to the accepted tendered premium/abatment given by the contractors.
3. All clauses and notes given in the Haryana PWD schedule of rates, 1988 with upto date correction slips shall be applicable to the above items wherever necessary.
4. The description, rates, units etc. of above schedule shall be corrected as per Haryana schedule of rates, 1988 in case of any omission.
5. Chapter number with items referred to above note of Haryana PWD schedule of rates, 1988 corrected upto date.
6. The whole work shall be carried out strictly in accordance with the Haryana PWD specifications book 1988 edition, with upto date correction slips.
7. No premium shall be payable on the items which are not provided in the Haryana PWD schedule of rates 1988, corrected upto date.
8. Sample of all building materials, door and windows, filling and other articles required for use on the work shall be got approved by the Engineer-in-charge. Articles manufactured by firms of the repute approved by the Engineer-in-charge shall only be used. Only articles classified as "First quality" shall be used. Articles which are not First quality, shall be rejected by the Engineer-in-charge. Preference shall be given to these articles which bear ISI certification mark. The quality of samples brought by the contractors shall be judged by the standards laid down in the relevant ISI specifications. All materials and articles brought by the contractors to the site of work for use shall conform to the samples, approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest the Engineer-in-Charge.
9. The contractor shall provide suitable measuring arrangement at site for checking of various articles brought by him to ensure mixing in specified proportions.
10. The contractor shall provide such recesses, holes, opening etc. as directed by Engineer-in-charge, as required for the Electrical/Sanitary work and nothing shall be payable on this account.
11. Steel used in supports, spaces and for hooks & overlaps, which are not approved i.e. which are not provided according to the drawing of the instructions of Engineer-in-charge, shall not be measured for payment.

12. Wherever there is a provision for flush doors, only doors as bear the ISI certification marks and arranged from manufacturers of good repute shall be accepted. In case, flush doors, conforming ISI specifications and arranged from manufacturers of good repute shall only be accepted.
13. Steel butts hinges shall strictly conform to IS specification, IS-1341-1970(latest edition) and directions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications. Hinges shall be of good workmanship and manufactured by the firm of good repute.
14. The provision of Public Health and electrical installation involved in the execution of work is covered by this contract and as such the premium/abatment quoted by the contractor shall be applicable/payable on chapter 28 to 31 and other sub chapters schedule of rates, 1988.
15. For quality control, the contractor shall be required to used cement concrete mix giving a minimum cube strength as may be prescribed in the relevant structural drawing of work for cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant ISI & other codes at the expense of the contractor. The rates provided in the HSR 1988 include the cost of such testing.
16. Thickness of R.C.C. shall be measured and paid for as per structural size designed.
17. Analysis of rates for non-schedule/ non agreement items i.e. items which are not provided in the Notice Inviting Tender/ Haryana PWD schedule of rates 1988 (2nd edition corrected up to date) shall be payable as per actual lowest market rates from the recognized public market suitable to the executing division and wages of labour as applicable at the time of execution of work, plus admissible contractors profit and over head charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer – in – Charge, if deemed necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the department financial rules in existence at the time of approval.

Rules for the protection of the health and sanitary arrangement for workers employed by the Haryana Public Works Department of its contractor

The contractor shall at his own expenses provide or arrange for the provision of foot wares for any labour doing cement mixing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost thereof from contractor.

The contractor shall submit by the 14th and 19th of every month to the Executive Engineer a true statement showing in respect of the second half of the proceedings months and the first half of the current months respectively (i) The number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed Maternity benefit according to clause 19-F and the amount paid to them failing which the contractor shall be liable to pay the Government a sum no exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Executive Engineer shall be final in deducting from any bill due to the contractor the amount levied as fine.

Maternity benefit for female workers employed by the contractor, leave and pay during leave shall be regulated as follows:

1. **LEAVE**

- (i) In case of delivery/maternity leave not exceeding 8 weeks (4 weeks upto and including the day of delivery and 4 weeks following that day).
 - (ii) In case of miscarriage upto 3 weeks from the date of miscarriage.
2. (i) In case of delivery, leave pay during maternity leave will be at the rate of the women's verage daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately proceeding the date of which she gives notices that she except to be confined or at the rate of Rs. 12/- per day which ever is greater.
- (ii) In case of miscarriage, leave pay at the rate of average daily earning calculated on the total wages earned on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

- (iii) Conditions for the grant of Maternity Leave – No Maternity leave benefit shall be admissible a woman unless she produces a certificate of confinement and respected delivery within 4 weeks preceding the date on which she proceeds on leave.

FIRST AID

- (a) At every work place, there shall be maintained in readily accessible place first and appliances including adequate supply of sterilized dressing and cotton wools. The appliances shall be kept in good order and in large work places it shall be placed under the charge of responsible person who shall be readily available during the working hours.
- (b) At large work places, where hospital facilities are not available within easy distance of the work, first aid post shall be established and run by a trained compounder.
- (c) Where large work places are remote from regular hospital an indoor ward shall be provided with one bed for every 250 employees.
- (d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals a suitable transport shall be provided to facility removal or urgent cases to these hospitals.

At other work place some conveyance facilities such as car shall be kept readily available to take injured or persons suddenly taken seriously ill to the nearest hospital.

SCALES ACCOMMODATION IN LATRINES URINALS:

There shall be provided within the prescient of every work place. Latrines and Urinals, in an accessible place and the accommodation separately for each of them shall not be less than the following scales: -

No. of sheds

- a) Where the number of persons does not exceed 50 2
- b) Where the number of persons exceeding 50 but does not exceed 100 3
- c) For additional 100 3 per 100

In particulars cases the Executive Engineer shall have the powers to vary the scale where necessary.

LATRINES AND URINALS FOR WOMEN

If women are employed, separate latrines and urinals screened from these for men and marked in vernacular in conspicuous letters "WOMEN ONLY" shall be provided on the scale laid in rules. Similarly those for men shall be marked 'FOR MEN ONLY'. A poster showing the figures

of a man and woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the latrines.

LATRINES AND URINALS

Except ion work places provided with flush latrines concerned with a water borne sewerage system all latrines shall be provided with receptacles or dry earth system which shall in working order and kept in a strictly conditions. The receptacles shall be tarred inside and outside at least once a year.

The inside walls shall be constructed of masonry or some suitable heat restricting non absorbent material and shall be cement washes inside and outside at least once a year. The dates of cement shall be noted in register maintained for this purpose and kept available for inspection.

DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangement for proper disposal; and a sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved by the Asstt. Director of Public Health of Municipal Medical Officer of Health as the case may be in whose jurisdiction the work place is situated alternately excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

CRECHE

At every work place there shall be provided free of cost two suitable sheds one main and the other for the use of labour. The height of the shelter not be less than eleven feet from the floor level to lowest part of the roof.

PROVISIONS OF SHELTER DURING REST

At every work place at within 50 or more women workers are ordinary employed there shall be provided two huts for use of children under the age of six years belonging to such women. One hut shall be used for infants "Games and to play" and the other as their bed room. The hut shall not be constructed on a lower standard than the following: -

- i) Thatched roofs.
- ii) Mud floors, and walls.
- iii) Plants spread over mud and covered with matings.

The huts be provided with suitable and sufficient opening for light and ventilations. There shall be adequate provision of keep the place clean. There shall be two day in attendance. Sanitary

utensils shall be provided to the satisfaction of Health Officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of the children.

CANTEEN

A cooked food canteen on a moderate scale shall be provided for the benefit of workers where ever it is considered expedient.

GENERAL RULES AS TO SCAFFOLDS:-

- i) Suitable scaffolds shall be provided for all works that cannot be safely done from a ladder by other means.
- ii) A scaffolds shall not be constructed taken down or substantially, altered except.
 - a) Under the supervision of a competent workers possessing experience in the kind of work.
 - b) As far as possible by competent workers possessing experience in this kind of work.
 - c) All scaffolds and appliances connected there with and all ladders shall: -
 - 1) Be of sound material.
 - 2) Be of adequate strength having regard to the loads and strains in which they will be subjected and
 - 3) Be maintained in proper conditioned.
 - 4) Scaffolds shall not be overloaded and so far as practicable the load shall be evenly distributed.
 - 5) Scaffolds shall be so constructed that no part there of can be displaced for normal use.
 - 6) Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffold.
 - 7) Scaffolds shall be periodically inspected by a competent person.
 - 8) Before allowing a scaffold to be used by the workmen every care shall be taken to see whether the scaffolds have been erected by the workmen or not and steps taken to ensure that it complies fully with the requirement of the articles.
 - 9) Working platforms gangway and stairways shall:
 - a) Be so constructed that no part of road is covered.
 - b) Be so constructed and maintained having regard to the prevailing conditions as to reduce so far as possible.

- c) Be kept free from any unnecessary obstructions.
- d) In case of working platforms gangways place and stairway at a height exceeding that of be prescribed by a national law and regulations.
 - i) Every working platforms and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
 - ii) Every working platforms and every gangways hall have adequate width and
 - iii) Every working platform gangway working place and stairway shall be suitable fenced.

Every opening in the floor of building or in working platforms shall except for the time and to the extent required to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or materials.

When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by national laws or regulations suitable precautions shall be taken to prevent the fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by article which will might fall from scaffolds of other working places.

- 1) Soft means of access shall be provided to all working platforms and other working places.
- 2) Every place where work is carried on the means of approach there to shall be adequately lighted.
- 3) Every ladder shall be surely fixed to such length as to provide secure hand held and foot at every position to which it is used.
- 4) Adequate precautions shall be taken to prevent danger from electrical equipment.
- 5) No materials on the site so all be so stacked or place as to cause any danger to any person.

GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID

- 1. All necessary personal safety equipment shall be kept and available for use in the presence employed on the site be maintained in conditions suitable for immediate use.
- 2. The worker shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by these concerned.

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

TECHNICAL SPECIFICATION REGARDING PAVER BLOCKS

I. SCOPE OF WORK

The scope of work includes manufacturing, supplying and laying of precast paver blocks of minimum M35 grade in streets of various villages in Haryana. The work includes:

- 1.1 Verification of the existing site condition and advising our Engineer Incharge to lay suitable base course, if required. Contractors are required to satisfy themselves with quality of sub-grade, sub-base course before the paver blocks are laid and suggest strengthening if required.
- 1.2 Clearing the site by removing all obstacles such as stones, debris etc. for laying of paver blocks.
- 1.3 Manufacturing of paver blocks in your plant as per requirements in technical specification enclosed.
- 1.4 Supplying of paver blocks and sand etc. at site, including handling at both ends.
- 1.5 Laying of paver blocks at site on 50 mm thick sand bedding as per requirement in technical specification, within shortest possible time.
- 1.6 Testing of paver blocks through reputed Govt. / Non Govt. Test house (Duly recognized) and submission of test results as per requirements in technical specifications. Deptt.. reserves the right to carryout tests at random. Cost of such tests shall be borne by contractor.
- 1.7 The contractor shall guarantee that all material and components designed, fabricates, supplied and laid by him shall be free from any type of defect due to faulty material, and / or workmanship for the specified period from the date of completion of work at individual sites. **In case of any defect e.g. settlement, depression, abrasion, chipping, cracks etc, the party shall re-lay the paver in that particular area within 15 days of intimation as directed without claiming any cost what so ever. Otherwise, Deptt. reserves the right to get the rectification done by engaging another agency at contractor's risk and cost.**

II. TECHNICAL SPECIFICATIONS

1. Paver Block manufacturing facilities

Deptt. at its discretion shall nominate its representative for inspection of the factor. Party shall co-ordinate and co-operate with representative of Deptt. The party shall inform the address, telephone numbers and other details of the workshop and the contact person to enable Deptt. depute its representative. The party shall allow entry to departmental representative during all working days and time.

The Paver Block shall be made in factory with following minimum facilities:

1.1 DESIGN MIX CONCRETE

Design mix concrete would be as per relevant clauses of Haryana PWD specification 1988 and relevant clauses of IS 456: 2000 and other relevant BIS codes.

- a) All pavers designed by strength shall be treated as design mix concrete. The aggregate and cement shall be measured by weight in an approved weight batching equipment. Mixing water shall be measured in graduated litre cans. One or more complete bags of cement shall be used for each batch of concrete.
- b) The contractor shall be responsible for designing mixes of the specified performance to suit the degree of workability and characteristic strength. The mix design shall be finalized before manufacturing of the paver considering as set of suppliers for cement, sand and aggregates. In case of any change of suppliers of cement, sand or aggregates, party should have design mix ready for alternate suppliers.
- c) The minimum cement content for compacted concrete of pavers shall not be less than 425 Kg/cum.
- d) The minimum water cement ratio of pavers concrete shall be as per relevant clause of IS: 10262.
- e) The design mix proportions for each set of raw material suppliers shall be finalized and approval by the authorized lab for the required compressive strength and the lab report with proportions should be available with the vendor at all times for scrutiny and verification purpose.

1.2 PAVER BLOCK MAKING MACHINE

The machine should be capable of producing high quality Paver Blocks by obtaining high level of compaction by application of hydraulic compaction and also by high intensity vibration to the moulds. The machine should have automatic control panel and shall apply a minimum pressure of 3000 psi and then there shall be automatic cut off of hydraulic circuit without any manual interference. In no case, pavers mould by manual force or by machine without auto cut off shall be accepted. All pavers shall have uniformity to strength.

1.3 WEIGHT BATCHING & MIXING EQUIPMENT

- a) The proportioning of ingredients of concrete per batch of concrete shall be performed by an approved weigh batching machine. Water shall be fed into the mixer from a tank provided with means for adjusting the flow of water so as to supply the quantity determined for concrete as per mix design. Due allowance shall be made for the weight of water carried by aggregates so that actual amount added at the mixer can be reduced as necessary. For this purpose the moisture content of coarse and fine aggregates shall be ascertained as and when required and at other times when alteration of the moisture content may be expected due to new deliverance of aggregate, inclement weather or other reasons.
- b) Volumetric batching of concrete may be allowed after the design mix is approved by lab after testing, by converting the proportion of concrete from weight to volumetric measurement subject to facilities being made available by the contractor for verifying and monitoring this.
- c) All necessary equipment such as measuring boxes, devices for determination of moisture and bulking in sand, slump cone, etc. Shall be provided by the contractor. Contractor shall be machine mixed until there is an uniform distribution of materials and uniform colour and consistency is achieved and under no circumstances for less than two minutes.

The concrete Mix Design should be followed for each batch of materials.

1.4 CURING

The factory should have well designed curing area to ensure adequate (minimum 14 days) curing of paver blocks.

1.5 LABORATORY

The factory should give the following:

- (i) Compression testing machine of capacity minimum 200 MT
- (ii) Other tools and equipment for testing raw materials and paver blocks
- (iii) (1) Systematic record of test results of various paver blocks manufactured in the factory
- (2) Concrete Mix Design for desired grade of concrete used for making of paver blocks.

2 Raw Materials

2.1 CEMENT

The cement used in the manufacture of high quality precise concrete paving blocks shall be confirming to IS 12269 (53 grade ordinary Portland cement) or IS 8112 (43 grade ordinary Portland cement). The minimum cement content in concrete used for making paver blocks should be 425 kg/cum.

2.2 AGGREGATES

The fine and aggregates shall consist of naturally occurring crushed or uncrushed materials, which apart from the grading requirement comply with IS 383-1970. The fine aggregates used shall contain a minimum of 25% natural silicon sand. Lime stone aggregates shall not be used. Aggregates shall contain no more than 3% by weight of clay & shall be free from deleterious salts and contaminants. Zone iv sand shall not be acceptable. Course aggregate shall be 10 mm and below.

2.3 WATER

The water shall be clean and free from any deleterious matter. It shall meet the requirements stipulated in IS: 456-2000.

2.4 OTHER MATERIAL

Any other materials/ingredients used in the concrete shall conform to I.S. Specifications.

PIGMENT: The pigment shall be used only on wearing and top surface and through out the paver block. The pigment used shall not be more than 10% of weight of cement used in the wearing course layer. However, use of pigment shall in no way alter the required strength of the paver block.

Pigment used for coloring paver blocks shall have durable color. It shall not contain matters detrimental to concrete. The pigment shall not contain Zinc compound. Lead pigment shall not be used.

3. Pavers Block Characteristics

- 3.1 The concrete paver should have perpendicularities after release from the mould and the same should be retained until the laying.
- 3.2 The surface should be of anti skid and anti glare type.
- 3.3 The pavers should have uniform chamfers to facilitate easy drainage of surface run off.
- 3.4 The concrete mix design should be followed of each batch of materials separately and weigh batching plant is to be used to achieve uniformity in strength and quality.
- 3.5 The pavers shall be manufactured in single layer or more to ensure smooth surface on top and to remove all voids.
- 3.6 The pavers shall be of cement Grey colour without any pigment or colored with pigment or with chemically treated top surface as specified.
- 3.7 All paver blocks shall be sound and free of cracks or other visual defects, which will interfere with the proper paving of the unit or impair the strength or performance of pavement constructed with the paver blocks.
- 3.8 The compressive strength requirement of concrete paver block shall be minimum 35 MPa (N/sqmm) multiplied by appropriate correction factor as given in table at page 73 at 28 days. No lower tolerance limit in compressive strength shall be allowed.

4. Physical requirement, sampling and testing procedures for paver block

All the paver blocks shall meet the physical requirements with regard to dimensions and tolerance, compressive strength, abrasion resistance, water absorption etc. as per IS 15658:2006

5. Laying of Paver

5.1 PRIMING

The contractors are required to lay the paver blocks on proper sub grade and sub base course. They are also responsible for preparation of proper sub grade and providing proper sub base course as per site requirement before laying paver blocks.

It will be the responsibility of the contractor to ensure that the Manholes / Pipelines / Cable trenches / circular drainage system etc. is raised to driveway level using the requisite materials as per instruction of Engineer Incharge. The areas of potholes / deep depressions at the isolated locations shall be filled up and properly compacted before laying the paver blocks. No extra payment will be made for this purpose. The area of raised manholes shall be included in the measurement of overall area of paver blocks for the purpose of pavement.

5.2 BEDDING SAND COURSE

The bedding sand shall consist of naturally occurring clean, well graded sand passing through 4.75mm sieve and suitable to concrete manufacture. The bedding should be from either a single source or blended to achieve the following grading.

IS SIEVE SIZE	% PASSING
9.52mm	100
4.75mm	95-100
2.36mm	80-100
1.18mm	50-100
600microns	25-60
300microns	10-60
150microns	5-15
75microns	0-10

Contractor shall be responsible to ensure that single-sized, gap-graded sands or sands containing an excessive amount of fines or plastic fines are not used the sand particles should preferable by the sharp, no rounded. The sand used for bedding shall be free of any deleterious soluble salts or other contaminants likely to cause efflorescence.

The sand shall be of uniform moisture content, which shall be within 4% - 8%, at the time of spreading and shall be protected against rain when stockpiled prior to spreading. Saturated sand shall not be used.

The bedding sand shall be spread loose in a uniform layer as per drawing. The compacted uniform thickness shall be 50mm and within \pm 5mm. Thickness variation shall not be used to correct irregularities in the base course surface.

The spreaded sand shall be carefully maintained in a loose dry condition and protected against pre-compaction both prior to and following spreading. Any pre-compacted sand left overnight shall be loosened before further laying of paver blocks takes place.

Sand shall be slightly spreaded in a loose condition to the predetermined depth only slightly ahead of the laying of the paver block.

Any depressions in the spreaded sand exceeding 5mm shall be loosened, raked and re spreaded before of paver block.

5.3 LAYING OF INTERLOCKING PAVER BLOCK:

Paver block shall be laid in herringbone laying pattern throughout the pavement. Once the laying pattern has been established, it shall continue without interruption over the entire pavement surface. Cutting of blocks, the used of infill concrete or discontinuities in laying pattern is not to be permitted in other than approved locations.

Paving units shall be placed on the uncompacted sand bed to the nominated laying pattern; care shall be taken to maintain the specified bond throughout the job. No haphazardly broken pavers shall be used.

Paver blocks shall be placed to achieve gaps nominally 2 to 3mm wide between adjacent paving points. No joint shall be less than 1.5 mm nor more than 4mm. Frequent use of string lines shall be used to check alignment. In this regard, the "laying face" shall be checked at least every two metres as the face proceeds. Should the face become out of alignment, it must be corrected prior to initial compaction and before further laying job is proceeded with.

In each row, all full units shall be laid first; Closure units shall be cut and fitted subsequently. Such closure units shall consist of not less than 25% of a full unit.

To fill spaces between 25mm and 50mm wide, and on edges, concrete having minimum 1:1:2 cement : sand : coarse aggregate mix and a strength of 40 N/sqmm shall be used. Within such mix the nominal aggregate size shall not exceed one third the smallest dimension of the infill space. For smaller spaces dry packed mortar shall be used.

Except where it is necessary to correct any minor variation occurring in the laying bond, the paver block shall not be hammered into position. Where adjustment of position is necessary care shall be taken to avoid premature compaction of the sand bedding.

5.4 INITIAL COMPACTION

After laying the paver block, they shall be compacted to achieve consolidation of the sand bedding and brought to design levels and profiles by not less than two (2) passes of a suitable plate compactor.

The compactor shall be a high-frequency. Low amplitude mechanical flat plate vibrator having plate area sufficient to cover a minimum of twelve paving units.

Prior to compaction all debris shall be removed from the surface.

Compaction shall proceed as closely as possible following laying and prior to any traffic, Compaction shall not, however, be attempted within one meter of the laying face, Compaction shall continue until lipping has been eliminated between adjoining units. Joints shall then be filled and recompacted as described in Clause 6.5

All work further than one meter from the laying face shall be left fully compacted at the completion of each day's laying.

Any blocks that are structurally damaged prior to or during compaction shall be immediately removed and replaced.

Sufficient plate compactors shall be available at the paving site for both bedding compaction and joint filling.

5.5 JOINT FILLING AND FINAL COMPACTION

As soon as practical after compaction and in any case prior to the termination of work on that day and prior to the acceptance of any traffic, sand for joint filling shall be spread over the pavement.

Joint sand shall pass a 2.36mm (No. 8) sieve and shall be free of soluble salts or contaminants likely to cause efflorescence. The same shall comply with the following grading limits:

IS SIEVE SIZE	% PASSING
2.36 mm	100
1.8 mm	90-100
600 mm	60-90
300 microns	30-60
150 microns	15-30
75 microns	10-20

The Contractor shall supply a sample of the jointing sand to be used in the contract prior to delivering any such material to site for incorporation into the works. Certificates of test results issued by a recognized testing laboratory confirming that the sand sample conforms to the requirements of this specification shall be submitted prior to supply of total volume required.

The jointing sand shall be broomed to fill the joints. Excess sand shall then be removed from the pavement surface and the jointing sand shall be compacted with not less than one (1) pass of the plate vibrator and joints refilled with sand to full depth. This procedure shall be repeated until all joints are completely filled with sand. No traffic shall be permitted to use the pavement until all joints have been completely filled with sand and compacted.

Both the sand and paver block shall be dry when sand is spread and broomed into the joints to prevent premature setting of the sand.

The difference in level (lipping) between adjacent units shall not exceed 3mm with not more than 1% in any 3m x 3m area exceeding 2mm. Pavements which are deformed beyond above limits after final compaction shall be taken out and re-laid to the satisfaction of the Engineer in charge.

Note:-Where-ever specification are silent specification as provided in is -15658-2006 or IRC Sp-63-2004 shall apply. It is further clarified that where-ever there is contradiction in specifications in the order given below will prevail.

1. IS- 15658-2006
2. IRC- Sp-63-2004
3. D.N.I.T.

Sampling and Testing procedures for Paver Blocks

Sample size:

AT FACTORY / SITE - Average of minimum 3 samples per 5000 Blocks

AT RECOGNISED LAB – Minimum 2 Blocks per 10000 blocks.

Average of minimum 8 blocks per site or for each 10000 blocks.

Sampling for Testing

Sampling for testing of paver blocks shall be done in accordance with Appendix-A

Compressive Strength

Testing for compressive strength shall be undertaken in accordance with Appendix-B. The average minimum compressive strength of the blocks tested shall be 35 N/Sqmm multiplied by appropriate correction factor as given in table at page 73.

Abrasion Resistance

Testing for abrasion shall be in accordance with IS 1237 (Specifications for Cement Concrete Floor Tiles) - Appendix C.

Water Absorption

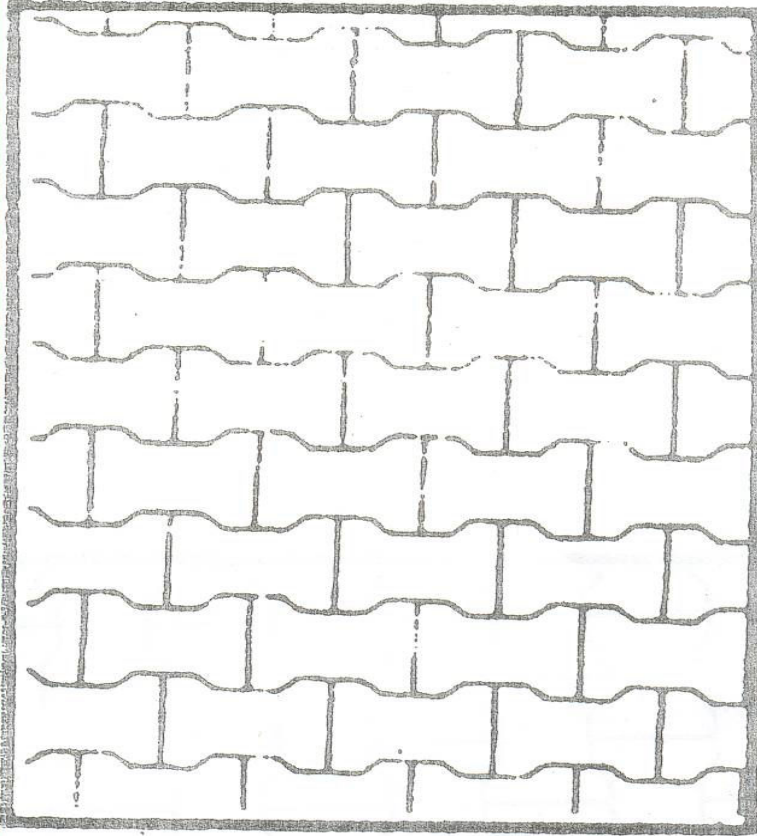
Testing for water absorption shall be in accordance with IS 2185: 1979: Part 1 (Specifications for Concrete Masonry Units) – Appendix D.

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Contractor

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Witness

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Executive Engineer

Appendix -A



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Contractor

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Witness

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Executive Engineer

FORM OF AGREEMENT

Name of the Contractor:

Name of the Work: Civil Works - Pavement of Streets, Construction of Drains etc., in Model Village in Haryana.

AGREEMENT

CONTRACT FOR WORKS

This agreement made thisday of.....between.....
(herein after called the “contractor”) of the one part, and Executive Engineer, Panchayati Raj.....of the other part.

Where as the contractor has offered to execute the work “Civil Works - Pavement of Streets, Construction of Drains etc., in Model Village in Haryana”.

And, the Department has accepted his tendered offer for the execution of aforementioned works. NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them as per the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be construed as part of this Agreement:
 - i) The “Notice Inviting Tender”.
 - ii) Procedure for submission and opening of the Tender
 - iii) Double envelope system
 - iv) Tender Form (PRPW Form No. 20) with
 - (c) Tenders of work
 - (d) Condition of contract
 - (e) Maintenance schedule
 - (f) Schedule of material
 - (g) Conditions
 - (h) Additional conditions
 - (i) Panchayati Raj Public Works Department Contractors Labour Regulation
 - (j) Fair Wage Clause
 - (k) Rules for the protection of the health and sanitary arrangement for workers employed by the Haryana Panchayati Raj department for its contractor.
 - v) Estimated quantities of Civil Works to be executed in the village as per Part 2 of DNIT.
 - vi) Brief details/ specifications of various items of Civil Works (with unit cost) to be adopted in Model Villages and explanatory note and technical specification regarding Paver Blocks thereto.
3. The work will be executed strictly according to specifications and approved drawings relating to the works as indicated in the “Notice Inviting Tender”. The schedule of items of works to be carried out will be as per approved “Notice Inviting Tender”.

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Contractor

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Witness

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Executive Engineer

4. All correspondence and modification of tender offer and acceptance letter will form part of this Agreement.
5. In consideration of the payments to be made by the Department, to the contractor in respect of completed work or item of work, the Contractor hereby covenants with the Executive Engineer, Panchayati Raj, to execute the work in conformity in all respects with the provisions of this Agreement.
6. The Executive Engineer, Panchayati Raj hereby covenants to pay the Contractor, in consideration of execution of works, the price in the manner as specified in this agreement.

Witness thereof the parties hereto set their respective hands and seals on the day and year first above written.

In the presence of

Signature of Contractor

NAME & ADDRESS

Address.....

1.....

2.....

Signed sealed & delivered by.....in the capacity of
Executive Engineer, Panchayati Raj in the presence of

NAME & ADDRESS

1.....

Executive Engineer
Panchayati Raj,

2.....

.....
Contractor

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Witness

.....
Executive Engineer

**SCHEDULE OF RATES FORMING PART OF NOTICE INVITING TENDER FOR THE
PAVEMENT OF STREETS WITH INTERLOCKING WITH PAVER BLOCK AT VILLAGE
SAHUWALA-Ist AND PANIHARI DISTT. SIRSA (E/COST 4317000/-)**

Sr. No.	Name of Item	Estimated Qty.	Estimated Rate	Unit	HSR Ch. No.
1	Dismantling brick or flagged stones, slab, flooring without concrete base	1648.97 Sqm.	Rs. 1.70 (Rs. One and seventy paise only)	Sqm.	(HSR 8.28)
2	Preparation of sub grade including trenching rough dressing of soil, final dressing of earth to given pevels and camber watering rolling with roadroller and compacting the bed	2360.77 sqm.	0.83 (Eighty three paise only)	Sqm	(HSR 24.1)
3	Supply/Laying and consolidation of stone metal soiling coat to specification complete 63 to 45mm	399.61 Cum	Rate to be quoted by contractor / Society	Cum	(NS)
4	Supply/Laying and consolidation of stone metal wearing coat to specification complete 53 to 22.4mm	565.46 Cum	Rate to be quoted by contractor / Society	Cum	(NS)
5	Suppying & fixing of 80mm thick M-35 interlocking paverblock pavement l/c cost of compactor for paver blocks and supply & laying 30mm thik unplastic sand below paver blocks as per DNIT	2669.99 sqm.	Rs. 350 (Rs. Three hundred fifty only)	Sqm	(HSR 10.158)
6	Suppying & fixing of 80mm thick M-35 interlocking paverblock pavement l/c cost of compactor for paver blocks and supply & laying 30mm thik unplastic sand below paver blocks as per DNIT	3173.29 sqm.	Rs. 450 (Rs. Four hundred fifty only)	Sqm	(HSR 10.159)
7	1st Class Bricks work toe wall supporting base of S.D.E.	24.20 Cum	407.60 (Rs. Four hundred seven and six zero paise only)	Cum	(HSR 11.3)
8	CC 1:1½:3 using stone agg. 20mm nominal size in pav.	10.42 Cum	Rs. 729.30 (Rs. Seven hundred twenty nine point three zero only)	Cum	(HSR 10.95 (a) +(10.132)
9	Providing & fixing steel on drain crossing	6.40 qtl.	Rs. 1197.45 (Rs. One thousand one hundred ninety seven point four five only)	qtl.	(HSR 18.10)
10	Conglomerate floor 25mm thick cement concrete topping 1:2:4	52.95 Sqm.	22.40 (Rs. Twenty two and four zero paise only)	sqm	(HSR 14.8)
11	12 mm thick cement plaster 1:5 with rendering	105.90 Sqm.	Rs. 11.60 (Rs. Eleven point six zero only)	Sqm.	(HSR 15.6)
Detailed of standred drain					
(i)	Dressing of bad and preparetion of sub grade	1531.37 sqm.	0.65 (sixty five paise only)	Sqm	(HSR 19.1)
(ii)	1st Class brick work laid in Cement, Sand, Mortar 1:5 in F&P	233.23 Cum	407.60 (Rs. Four hundred seven and six zero paise only)	Cum	(HSR 11.3)
(iii)	Conglomerate floor 25mm thick cement concrete topping 1:2:4	616.07 sqm.	22.40 (Rs. Twenty two and four zero paise only)	Sqm	(HSR 14.8)
(iv)	12 mm thick cement plaster 1:5 with cement rendering on plaster 1 mm thick	616.07 sqm.	15.85 (Rs. Fifteen and eight five paise only)	Sqm	(HSR 15.6+15.75)
(v)	Cement pointing 1:2 flush on brick and tile walls	616.07 sqm.	7.45 (Rs. Seven and four five paise only)	Sqm	(HSR 15.62)
(vi)	Cement pointing 1:2 flush on flat brick flooring	308.04 sqm.	5.90 (Rs. Five and nine zero paise only)	Sqm	(HSR 15.71)

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