XEN

HARYANA URBAN DEVELOPMENT AUTHORITY

DETAIL NOTICE INVITING TENDERS

SINGLE PERCENTAGE RATE ON LINE TENDER

On behalf of Haryana Urban Development Authority online bids on the website http://huda.etenders.in are hereby invited from the eligible contractor/firm enlisted in appropriate class/category on the approved list of HUDA PWD, B&R, PHED, CPWD, DDA, MES & other Govt. Deptt. and undertaking of central & State Govt. for the work as mentioned below:-

<table>
<thead>
<tr>
<th>Job No.</th>
<th>Name of work</th>
<th>Approximate value of work (Rs.)</th>
<th>Bid Document cost</th>
<th>EMD (Rs.)</th>
<th>Tender to be opened on</th>
<th>Time limit for completion of work</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>Special Repair of roads with Design Mix M-40 specification in Sec-58, Transport Nagar Sec-58 &amp; Sec-59, Faridabad and all other works contingent thereto. (Including 3 years Mtc. free of cost)</td>
<td>Rs. 678.00 lacs</td>
<td>5000/-</td>
<td>13,56,000/-</td>
<td>23.05.2012</td>
<td>6 Months</td>
</tr>
</tbody>
</table>

1. Tender will be received online at the website http://huda.etenders.in and will be opened by the Executive Engineer, Haryana Urban Development Authority, Division- 1, Faridabad on 23.05.2012 at 10.30 a.m. in the presence of tenderers or their authorized agent who may like to be present.
2. Tender must be submitted online on the Electronic Tendering System of HUDA. The technical bid/envelopes which cannot be submitted online are required to be delivered in person by the intending contractor or his agent to the Executive Engineer, Haryana Urban Development Authority, Division- 1, Faridabad.
3. Earnest money amounting to Rs. **13,56,000/-** in shape of Demand Draft / Deposit at call duly pledged in favour of Executive Engineer, HUDA, Division No. ____1____ Faridabad payable at any schedule Banks at Faridabad must accompany each.
4. Tenders should be submitted online on the prescribed form template which can be downloaded from the website http://huda.etenders.in. The prescribed forms contain the conditions of contract to be executed with the contractor whose tender is accepted.
5. The Executive Engineer, Haryana Urban Development Authority Division No.......1......... Faridabad reserves the right of issuing the materials to the contractors as per list enclosed for use on works at the places and rates noted against each plus 3% storage charges. The materials are to be issued from the reserve stock. The contractor shall be held responsible for obtaining materials (required for the work) from Haryana Urban Development Authority, and for making payment there or by deduction of the same from his bills at the rates specified in these bid documents.

................................. ................................. .................................
Contractor  Witness  Executive Engineer
6. As the bids that are to be submitted online are required to be encrypted and digitally signed, the bidders are therefore advised to obtain the same (Digital Signature Certificate) at the earliest. For obtaining Digital Certificate, the bidders may contact the representative of Nextenders (The service provider of Electronic Tendering System).

7. **Key Dates (will be decided by E.I.C./S.E./FBD)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>HUDA Stage</th>
<th>Contractor Stage</th>
<th>Start Date and Time</th>
<th>Expiry Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Release of Tender</td>
<td>-</td>
<td>01.05.12 10.00 AM</td>
<td>01.05.12 5.00 PM</td>
</tr>
<tr>
<td>2</td>
<td>Download Tender Document</td>
<td>Online bid Preparation and has submission</td>
<td>02.05.12 10.00 AM</td>
<td>16.05.12 5.00 PM</td>
</tr>
<tr>
<td>3</td>
<td>-</td>
<td>Re-encryption of Online Bids</td>
<td>17.05.12 10.00 AM</td>
<td>17.05.12 5.00 PM</td>
</tr>
<tr>
<td>4</td>
<td>Technical and Financial Lock</td>
<td>Manual Submission of (Technical) Documents and EMD</td>
<td>21.05.12 10.00 AM</td>
<td>21.05.12 5.00 PM</td>
</tr>
</tbody>
</table>

8. The Bidders can downloaded the bidding documents from the portal [http://huda.etenders.in](http://huda.etenders.in). Tender Documents Fees has to be paid online during the Bid preparation (Hash Submission) stage but the earnest money deposit has to be submitted in a separate sealed envelope (Marked ED). The physical EMD envelope should reach in the office of Executive Engineer, HUDA Division No.1, Faridabad on or before 21.05.2012 at 5.00 PM. As the details of EMD are required to be filled at the time of bid preparation and hash submission stage, the Bidders are therefore required to keep appropriate EMD details ready for online uploading on the e-tendering system also.

9. The tender shall be submitted by the tenderer in the following three separate envelope online:-

a) Earnest Money - Envelope ‘ED’

b) NIT and Technical Bid - Envelope ‘T. I’

c) Tender In Form – A (Price Bid) - Envelope ‘Ç.I’
Note: Online Bidders may submit the EMD in a physical EMD envelope - `ED` and any other documents related to Technical Bid which cannot be submitted online in a physical Technical Envelope `TI`. Price Bids are to be submitted mandatory online and shall not be accepted in any physical form.

Reference of the EMD is to be mentioned online. Also, in case of Technical Bids, the lists of documents being submitted physically are required to be uploaded online.

Above envelopes, (as applicable) shall be kept in a bigger outer envelope, which shall also be sealed.

10. In the first instance, the envelope `ED` of all the bidders containing the Earnest Money shall be opened online and physically. If the Earnest Money is found proper and in order, the envelope `TI` containing Technical Bids shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelope `CI` shall be opened only of those tenders who meet the qualification criteria as per the bid documents. The date of opening of Financial Bid shall be fixed after the opening of technical bid.

11. The Contractual Agency will submit the necessary documents as under:-

a. **Envelope `ED` – Earnest Money Deposit Envelope**

   **Physical EMD Envelope** – Earnest Money in shape of Demand Draft in favour of Executive Engineer, HUDA Division No.1, Faridabad.

   **Online EMD Envelope** – Contractor shall also provide online, the detail of the earnest money / deposit instrument.

b. **Envelope `TI` – Technical Bid Envelope**

   **Physical Technical Envelope** – The information and documents / Certificates which are required to be submitted as per the conditions of the tender Documents that cannot be submitted online, if any, should be submitted in a separate envelope.

   **Online Technical Bid Envelope** – All the information and scanned copies of the Documents / Certificates are required to be submitted online in accordance with the Tender Documents.

   Point wise details of Technical Documents required to be upload online.

C. **Envelope `CI` – Price Bid Envelope**

The intending contractors shall fill the single percentage rate online in the templates of the online tender. The price bid has to be submitted mandatory online.

………. Contractor …………………… Witness …………………….. Executive Engineer
12. In case, the bidders have online submitted all the information and documents / certificates required as a part of technical bid then, physical Envelope ‘ T I’ shall not be required. However, the Executive Engineer has the right to verify the authentication of the documents submitted by the bidders online or physically.

13. The contractual agencies should submit their tender documents (online and physical) strictly as per the key dates mentioned in these bid documents.

14. In case financial bid is submitted by a bidder and technical bid, earnest money deposit or other documents as required in accordance with the bid documents, are not submitted, then the bidder would be debarred from further tendering in HUDA for a period of minimum 2 years.

15. DNIT & Pre-qualification eligibility criteria can also be seen on any working day during office hours in office of the Executive Engineer, HUDA Division no.1, Faridabad.

16. In case the day of opening of tender happens to be holiday, the tenders will be opened on next working day. The time and place of receipt of tenders and other conditions will remain unchanged.

17. The societies shall produce an attested copy of the resolution of the Co-Operative department for online registration in the e-tendering system of HUDA.

18. Tender which is not accompanied with the Earnest Money or not accompanied with full amount of Earnest Money depicted in the NIT shall not be considered / opened.

19. The tender of the bidders who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

20. If the tenderer, modifies or withdraws his tender subsequent to submitting it to the Executive Engineer, HUDA. While on one hand he is liable to be black listed, on the other hand his earnest money shall be forfeited without prejudice to other rights & other remedies available to the Executive Engineer.

21. The rates of the contractors shall remain open for a period of three months from the date of opening of the tenders & if a contractor submits a tender limiting the period of validity to a date earlier, then he shall be liable to be blacklisted and his earnest money shall stand forfeited without prejudice to other rights & remedies available to the Executive Engineer.

22. The contractor whose tender is accepted will be required to execute a contract deed in the prescribed form and will be required to furnish 5% security for the due fulfillment of the contract or alternatively at the discretion of the Engineer In Charge it will be deducted from the running payments to be made on account of work done (The Earnest money will be treated as part of security).

23. The approval of the acceptance of tender will rest with the ACE, GGN, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason.

..................  ..................  ..................
Contractor         Witness          Executive Engineer
XEN

24. No conditional tenderer should be given. A conditional tender is liable to be rejected outright at the discretion of the accepting authority. In the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tender to do the work at the item rates quoted by him without the conditions, if tender refuses to accept the said counter offer to do the work at the item rates quoted by him without the conditions within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited & tenderer shall have no claim to the same whatsoever.

**Note:** - Item rates are to be quoted for work as per contract schedule of rates given at page no. 41 to 43 of approved NIT.

25. The Successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm / contractor blacklisted by HUDA from time to time as per the form of affidavit attached with these bid documents.

26. The earnest money deposited for the tender will not be returned to the contractor’s / firm’s till the acceptance of Tender or three months, whichever is earlier.

27. Pre Bid Meeting will be held on (if applicable) (N/A).

28. Sales / Works Tax, and Income Tax, Labour cess or any other tax will be deducted from the bills of contractor as per the instruction of the Govt.

29. The Cess @1% charges on gross construction cost will be deducted from all running bill / final bill as per provision of Building and other construction works cess rule 1998 framed by Central Govt.

**ELIGIBILITY CRITERIA**

i. Contractor/Agency enlisted with HUDA, PWD, B&R, PHED, CPWD, DDA, MES & other Govt. Deptt. and undertaking of central & State Govt. Building Works.

ii. Annual Turnover shall not be less then Rs.1500.00 lacs.

iii. Once similar nature work **60% of DNIT cost** and above in the last three years (To be updated @ 10% per annum) OR

Two similar nature work **35% of DNIT cost** and above in the last three years (To be updated @10% per annum)

iv. Net worth not less than 20% cost of works i.e. Rs.……………… lacs.

**Section Officer**
HUDA, Divn.1
Faridanad

**Dy. Supdt.**
HUDA, Divn.1
Faridabad

**Executive Engineer**
HUDA Divn.1
Faridabad

………………
………………
…………………….......

**Contractor**
**Witness**
**Executive Engineer**
30. The work will be opened to third party inspection, the repute of institutions / agency for third party inspection will be decided by the EIC.

31. HUDA reserve its right to reject any or all offers / proposals without assigning any reason. Nothing will be payable to the agency, if any offer is rejected by HUDA even, if any agency has incurred any expenditure for preparation of documents.

32. HUDA reserve the right to carryout negotiation with all the tendering parties to get the rate reduced if necessity wise. Negotiation will be carried out with the highest bidder first and then second highest and so on with lowest bidder in the last in case tenders offers a price lower than that offered by lower tenders, counter offer will made to lowest tender in eventuality of his refusal to accept the counter offer, the same shall be counter offered to second lowest and so forth. Any tenderer / bidder refusing counter offer will have no right to the tender.

33. The contractor offer completion of work will have to get his labour shifted immediately and adequate indemnifying arrangement an undertaking in the shape of affidavit duly attested by the 1st class magistrate be also taken from the contractor while awarding the work in the event of his failure to shift the labour, he will be liable for penal action either in the shape of penalty equal to 10% of total cost of work or his enlistment with HUDA for any other department of Haryana shall be liable to be cancelled. Further, it may also be ensured that final payment of the work due to the contractor are released only after the labour is shifted by the contractor from the site. A sample copy of affidavit / undertaking to be obtained from the contractor is also enclosed herewith at page no.32. for taking further necessary action.
SECTIONS-1
CONDITIONS OF E-TENDERING
Instruction to Contractor on Electronic Tendering

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

1. **Registration of contractors on E-tendering Portal:-**
   All the Contractors intending to participate in the tenders processed online are required to get registered on the Electronic Tendering System on the Portal [http://huda.etenders.in](http://huda.etenders.in) For more details, please see the information on the Registration info link on the home page.

2. **Obtaining of Digital Certificate:**
   2.1 The bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Govt. of India.

   2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicants PAN Card) and Address proofs and verification form duly attested by the Notary Public / Charted Account / Any Gazatted Officer whose stamp carrying emblem of Ashoka. Only upon the receipt of the required documents, a digital certificates can be issued.

   2.3 The Contractors may obtain class-II digital certificate from any Certifying Authority or Sub-Certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

   M/s NexTenders (India) Pvt. Ltd.
   YUCHIT, Juhu Tara Road,
   Mumbai-400049
   Email: Chandigarh@nextenders.com or

   M/s NexTenders (India) Pvt. Ltd.
   HSRDC Building, Bays No.13-14, Sec-2,
   Panchkula-134151
   Contact No.+919815034028 / +919878012160
   E-Mail ID: Chandigarh@nextenders.com

   2.4 Bid for a particular tender may be submitted online using the digital certificate which is used to encrypt the data and sign the hash during the stage of bid preparation of hash submission in case, during the process of a particular tender, the user looses his digital certificate (be it due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence. The users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for it’s use in case of emergency.)

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

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

2.7 The same procedure holds true for the authorized users in a Private/Public Limited. Company. In this case, the authorization certificate will have to be signed by the Directors of the Company.

3. **Opening of an Electronic Payment Account:**

For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service. For online payments, please refer to the Home page of the e-tendering Portal [http://huda.etenders.in](http://huda.etenders.in)

4. **Set up of machine:**

In order of operate on the electronic tender management system, the user’s machine is required to be setup. A help file on setting up of the system can be obtained from M/s Nextenders (India) Pvt. Ltd. or can be downloaded from the Home page of the website [http://huda.etenders.in](http://huda.etenders.in)

5. **Online Viewing of Detailed Notice Inviting Tenders:**

The contractors can view the detailed NIT and the time schedule (key dates) for all the tenders floated through the electronic tendering system on the HUDA’s e-tenders website [http://huda.etenders.in](http://huda.etenders.in)

6. **Download of Tender Documents:**

The tender documents can be downloaded from the Electronic Tendering System through the Portal [http://huda.etenders.in](http://huda.etenders.in)

7. **Key Dates:**

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Witness</th>
<th>Executive Engineer</th>
</tr>
</thead>
</table>

………...

Contractor  Witness  Executive Engineer
8. **Bid Preparation (Technical and Financial) Online Payment of Tender Documents Fee and Submission of Bid Seal (Hash) of Online Bids:-**

   8.1 The payment can be made by eligible / contractors online directly through credit cards / Internet Banking Account / Cash Cards. The contractors have to pay the cost of their tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and Credit Cards / Online Payment authorization networks.

   8.2 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the time schedule (Key Dates) of the Tender.

9. **Generation of Super Hash:-**

   After the submission of bids (Hash) by the contractors the bidding round will be closed and a digitally signed super hash will be generated by the authorized HUDA Officers. This is equivalent to sealing the tender box.

10. **Submission of Actual Online Bids:-**

    Contractors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation and submission after the generation of Super Hash. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contractors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates) will be accepted by the system. A contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

Note; Bidders participating in e-tendering shall check the validity of his / her Digital Signature Certificate before bidding in the Tenders floating online at e-tendering portal of HUDA’s website [http://huda.etenders.in](http://huda.etenders.in)

---

Executive Engineer,
HUDA Division No.1,
Faridabad.
XEN
TENDER FOR WORKS

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

at

(In figures)  (In Words)

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

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

MEMORANDUM

(a) General Description : As per page -1

(b) Estimated Cost : Rs. 678.00 lacs

(c) Earnest Money (@2% of estimated cost) : Rs. 13,56,000/-

(d) Security deposit (including earnest money) : @5% Rs. 33,90,000/-

(e) Percentage if any to be deducted from bills : 5% including earnest money

(f) Time allowed for the work from date of written order to commence : 6 Months

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

The sum of Rs. 13,56,000/- Deposited vide Haryana Urban Development Authority Receipt No…………………………dated………………….as earnest money, the full value of which is to be absolutely forfeited to the Haryana Urban Development Authority or its successor without prejudice to any other rights or remedies. Should I/We fail to commence the work specified in the above memorandum the said sum of Rs. 33,90,000/- shall be retained by the Haryana Urban Development Authority on account of the security deposit specified in clause 1 of the said conditions of contract. Should I/We withdraw or modify the tender after the date of opening of tender, my / our earnest money will stand forfeited to the Haryana Urban Development Authority.

Witness

Sign. of the Contractor

Address

Date _______________

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

Dated : ………………..

Executive Engineer
HUDA, Division No…….1……, Faridabad.

……………………………  …………………  …………………
Contractor          Witness          Executive Engineer
CONDITIONS OF CONTRACT

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

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

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

Contractor            Witness        Executive Engineer
(a) To rescind the contract (of which recession notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), & in which case the security deposit of the contractor shall stand forfeited & shall be absolutely at the deposit of the Haryana Urban Development Authority.

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

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim for the compensation for any loss sustained by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid the contractor shall no be entitled to recover or paid any sum for any work therefore, actually performed under it is contract unless and until the Executive Engineer will have certified in writing the performance of such work & the value payable in respect thereof & be shall only be entitled to be paid the value so certified.

Clause 4  
Contractor remains liable to pay, compensation if action not taken under clause 3: - In any case in which any case in which any of the powers conferred upon Executive Engineer by clause 3 hereof shall have become exercisable & the same shall not be exercised, the non –exercise thereof of shall not constitute a waiver of any of the conditions thereof and such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which by any clauses thereof, he is declared liable to pay compensation amounting to the whole of his security deposit & the liability of the contractor for past & future compensation shall remain unaffected.

Power to take possession of or require removal or sell contractor’s plant: In the event of the Executive Engineer putting in force either of power (a) or (c) vested in him under the preceding clause he may, if he of desires, take possession of all or at the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable and correct market rates to be certified by the Executive Engineer whose certificate there of shall be final, otherwise the Executive Engineer may be notice in writing to the contractor or his clear of the works, foreman or other authorised agent.
require him to remove such tools, plant materials or sores from the premises within a time to be 
specified in such notice and the event of the contractor failing to comply with any such requisition. 
The Executive Engineer may remove them at the contractor’s expenses or sell them by action or 
private sale, on account of the contractor & at his risk in all respect & the certificate of Executive 
Engineer as to the expense for any such removal & the amount of the proceeds & expense of any 
such sale shall be final and conclusive against the Contractor.

Clause 5

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

Clause 6

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

Clause 7

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

....................  ....................  .................................
Contractor          Witness             Executive Engineer

13
Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for the work actually done and completed & shall not preclude the requiring of bad unbound, re-erected, or be considered as on admission of the due performance of the contractor and part thereof in any respect, or the securing of any claim, nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as to the final settlement of the accounts or otherwise or any other way very or effect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for completion of work, otherwise the Engineer-in-charge’s certificate of the measurement shall be final & binding on all parties. The amount payable, however shall be determined after pre audit of the bill by the accounts Departments of the authority within 15 days of the presentation of the bill by the Engineer-in-charge to the Accounts Department, otherwise the amount already determined by Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractors be registered post of the facts the movement of the final bill and the amount thereof.

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

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

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

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

Contractor

Witness

Executive Engineer

14
the HUDA and shall be kept in sale custody of contractor but shall not an any account be removed from the site of the work without the written permission of the Engineer-in-charge, and shall at all times be opened to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the Contract, shall be returned to the Engineer-in-charge’s store if by a notice written under his hand be shall or require but the Contractor shall not be entitled to return any such materials without such, consent, and shall have no claims for compensation on account of any such materials so supplied to him to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 11 Works to be executed in accordance with specifications, drawings, orders etc: – The Contractors shall execute the whole & every part of the work in the most substantial & workman like manner, and both as regard materials and otherwise every respect in strict accordance with Haryana P.W.D. specifications latest edition specifications or otherwise as may be specifically provided for. The Contractor shall also confirm exactly, fully and faithfully to the designs, drawings, and instructions in writing relating to the works signed by the Engineer-in-charge and lodged in the office, and to which the contractor shall be entitled to access, at such office or on the site of the work for the purpose of inspection during office hours the and contractor shall. If he so requires, be entitled at his own expense to make or cause to be made copies of the specifications & of all such designs, drawings and instructions as aforesaid.

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

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

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

Clause 12 Alternations in specifications & designs: – the Engineer-in-charge shall have power to make any alteration or omissions or additions from the original specification, drawings, designs, and instruction, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing duly signed by the Engineer-in-charge and such alternations omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as specified in the tender for the main work. The time for the completion of the works shall be extended in the proportion that the altered additional or submitted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or sub situated work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in Haryana schedule of rates, subject to the same percentage above or below for items and if such class or work is not entered in the Haryana PWD Schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the

Contractor Witness Executive Engineer

15
XEN

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

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

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

Clause 15 Work to be open to specifications, Contract or responsible Agent to be present : - All works under or in course of execution of executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer –in-charge and his subordinates and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present for that propose order given to the contractor’s agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

Clause 17  Contractor liable for damage done and for imperfections for 3 months after certificate : - If the
contractor or his work people or his servants shall break, deface, injure or destroy any part of a
building in which they may be working or any building, road fence, enclosure or grassland
cultivated ground contiguous to the premises on which the work or any part of it is being executed,
or if any damage shall happen to the work while in progress from any cause whatever or any
imperfections become apparent in three month after the certificate final or other of its completions
shall have been given by Engineer-in-charge as aforesaid the contractor shall make the same good
at his own expense or in default the Engineer-in-charge may cause the same to be made good by
other workman, and deduct the expense (of which the certificate of the Engineer-in-charge shall be
final) from any sums that may be then, or at any time thereafter may become due to the contractor
or from his security deposit or, of a sufficient portion thereof.

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

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

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

Clause 19B  The contractor shall pay his labourer not less than the wages determined under minimum wages act
for the District.

Clause 20  Work on Sunday : No work shall be done on Sunday without the sanction in writing of Engineer-
in-charge.
Clause 20A  Contractor liable for payment of compensation to injured workmen or in case of death of his relations :- In every case in which virtue of the provisions of Section 12, subsection (1) of the workman’s compensation Act, 1923 Haryana Urban Development Authority is obliged to pay compensation to workman employed by the contractor, in execution of the Haryana Urban Development Authority will recover from the contractor the amount of the compensation so paid & without prejudice to the right of Haryana Urban Development Authority under sector 12, sub sector (2), of the said Act, Haryana Urban Development Authority shall be at liberty to recover such amount or any part thereof deducting inform the security or from any sum due by Haryana Urban Development Authority to the contractor whether under this contract or otherwise.

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

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

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

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

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

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

Contractor  Witness  Executive Engineer

18
XEN

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

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

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

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

or

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

Contractor  Witness  Executive Engineer

19
appoint and nominate any other Superintending Engineer of HUDA as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

(iii) It is also a term of this arbitration agreement that no person other than a person appointed by the Engineer-in-Chief / Chief Engineer, HUDA, shall act as a arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where aggregate amount award in respect of each claim and counter / claim separately.

(iv) The arbitrator shall award separately giving his awards against each claim and dispute raised by either party including any counterclaim individually and that any lump-sum award shall not be legally enforceable.

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

a) Any dispute relating to the levy of compensation as liquidated damages, which has already been referred to the Superintending Engineer and is being heard or / and has been finally decided by the Superintending Engineer, Engineer-in-charge of the work.

b) Any dispute in respect of subsituated, altered, additional work/ omitted work/ defective work referred by the contractor for the decision of Superintending Engineer-in-charge of the work, if it is being heard or has already been decided by the said Superintending Engineer.

c) Any dispute regarding the scope of work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the HUDA and has been so decided finally by the HUDA.

(vi) The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

(vii) It is also a terms of this arbitrator agreement that where the party invoking arbitrator is the contractor, no reference for arbitrator shall be maintainable unless the contractor, furnishes to the satisfaction of the Executive Engineer-in-Charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against the cost, if any awarded by the arbitrator against the claimant part and the balance remaining after such adjustment or whole sum in the absence of any such cost being awarded, will be refund to him within one month from the date of award.

<table>
<thead>
<tr>
<th>Amount of claims</th>
<th>Rate of security deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) For claims below Rs. 10,000/-</td>
<td>2% of amount claimed.</td>
</tr>
<tr>
<td>ii) For claims of Rs. 10,000/- and</td>
<td>5% of amount claimed.</td>
</tr>
<tr>
<td>Above &amp; below Rs. 1,00,000/-</td>
<td></td>
</tr>
<tr>
<td>iii) For claims of Rs. 1,00,000/- and</td>
<td>7.5% of amount claimed.</td>
</tr>
<tr>
<td>above</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

a) Of the date of completion of the work as certified by Executive Engineer –in-Charge, or
b) Of the date of abandonment of the work, or
c) Of its non-commencement within 6 months from the date of allotment or written orders to commence the work as applicable, or
d) Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and / or its rescission, or
e) Of receiving an information from the Executive Engineer-in-Charge of the work that final payment due to or recovery from the contractor had been determined which hereinafter may acknowledge and / or receive.

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

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

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

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

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

Clause 26

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

Contractor

Witness

Executive Engineer

21
XEN

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

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

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

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

Clause 31 Unless otherwise provided for in the contract, the them “Engineer-in-charge” referred to in the tender & contract for the work means Executive Engineer, HUDA, Division No……1………Faridabad.

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

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

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

Clause 35 All royalty and compensation for the building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.

Clause 36 The rates given are for the finished work inclusive of octroi charges, sales tax and all other taxes as applicable.

Contractor

Witness

Executive Engineer

………………

………………

…………………….......

Contractor

Witness

Executive Engineer

………………

………………

…………………….......

Contractor

Witness

Executive Engineer

22
Clause 37  It will be the responsibility of the contractor to ensure that trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-Charge and deducted from the bill of the contractor.

Clause 38  The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-Charge. He should also arrange at his own expense for clean drinking water housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the HUDA at contractor’s cost. Any dispute regarding this will be settled by the Engineer-in-Charge whose decision will be final and binding. Contractor will also follow the fair wages clause attached.

Clause 39  Any material left on the site of work after one month from the date of completion of the work shall become the property of the HUDA and no payment shall be made for it.

Clause 40  The amount of work can be increased or decreased according to the requirement of the department and no claim whatever on this account will be entertained.

Clause 41  HUDA reserve the option to take away any items of the work or part thereof at any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.

Clause 42  No claim on account of fluctuation in prices due to war or any other cause will be entertained.

Clause 43  The contractor shall be liable to make good all damage caused by breakage from the moment the store are handed over to his charge.

Clause 44  No compensation whatever will be payable on account of any delay or default in the supply of material mentioned in the “List of material to be issued to the contractor by the department and consequent delay in the execution of work.

Clause 45  The contractor will inform the C.M.O. about the employment of labour on the work for carrying out Malaria Surveillance.

Clause 46  The terms and conditions of the agreement have been explained to me/us and I/We clearly understand them.

Clause 47  All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc., shall be provided by the contractor at his own cost and nothing extra is payable on this account.

Clause 48  With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor / firm.

Contractor  Witness  Executive Engineer
XEN
HARYANA URBAN DEVELOPMENT AUTHORITY
CONTRACTS LABOUR REGULATIONS

1. **Short Title** - These regulations may be called Haryana (1) Public works Department Contractor Labour Regulation.

2. **Definitions** - In these regulation unless otherwise expressed or indicated the following works & expressions shall have meaning given herein against them respectively that is to say.
   
a) “Labour” means workers employed by contractor directly or indirectly through a sub contractor or other person or by an agent on his behalf.

b) “Fair wages” means wages whether for time or place work notified for the work by district authority & where such wages have not been so notified the wages prescribed by the Haryana Public Works department for the district in which the work is done.

c) “Contractor” shall include every person whether a subcontractor or of Agent employing labour on the work taken on contract.

d) “Wages” shall have the same meaning as defined in the payment of Wages Act, 1986, & include time & piece rates wages.

3. **Display of notices regarding Wages, etc.** – The contractor shall before he commences his work on contract display & correctly maintained & continue to display & correctly maintain in a clean & legible condition in conspicuous places on the work notices in English & in local Indian language spoken by the majority of workers giving, the fair wages notified or prescribed by the Haryana Public Works, Department & the hours of work for which such wage are earned.

4. **Payment of wages** (1) Wages due to every worker shall be paid to him direct. (2) All wages shall be paid in current coin or currency or in both.

**FIXATION OF WAGES PERIODS :**

5. (i) The contractor shall fix wages period in respect of which the wages shall be payable.

(ii) No wages periods shall exceed one month.

(iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.

(iv) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(v) All the payments of wages shall be made on working day.

6. **Wages book & Wages Slips etc.**

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

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Witness</th>
<th>Executive Engineer</th>
</tr>
</thead>
</table>

24
(a) Rate of daily or monthly wages.

(b) Nature of work on which employed.

(c) Total Number of days worked during each wage period.

(d) Total amount payable for the work during each wage period.

(e) All deduction made from the wages with an indication in each case or the ground for which the deduction is made.

(f) Wages actually paid for each wages period.

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

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

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

   a) Fines

   b) Deduction for absence from duty, i.e. from the place or places where by the term of his employment he is required to work. The amount of deductions shall be in proportion to the period for which is absent.

   c) Deduction for damage to or loss of goods expressly entrusted to the employed persons for custody or for less or money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.

   d) Any other deductions which Haryana Urban Development Authority may from time to time allow.

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

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

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

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

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

……….. ………….. ……………………...
Contractor Witness Executive Engineer

25
9. **Preservation of Books** – The wage book, the slip & the register of the fine deduction, required to be maintain under this regulations shall be preserved for 12 months after the date of last entry made in them.

10. **Powers of labour Welfare Officer to make investigation or Enquiry** – The labour welfare officer or any other person authorized by the Haryana Urban Development Authority on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observances of the wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provisions.

11. **Report of Labour Welfare Officer** – The labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the result or his investigation or enquiry to the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of commission if the labourers with a not that necessary deduction from the contractor’s bill be made and the wages and the other dues be paid to the labourers concerned.

12. **Appeal against the decision of Labour Welfare Officer** - Any persons aggrieved by the decision & recommendation of the Labour Welfare Officer or other person so authorized may appeal, the decision to the Labour Commissioner but subject to such appeal, the decision of the Officer shall be final and binding upon the contractor.

13. No party shall be allowed to be represented by a lawyer during any investigations enquiry appeal or any other proceedings under these regulations.

14. **Inspection of register** – The contractor shall allow inspection of the wages book & wages Slips to any of his workers or to his agent at a convenient time & places after due notice is received or the Labour Welfare Officer or any other person authorized by the Haryana Urban Development Authority on his behalf.

15. **Submission of return** – The contractor shall submit periodical return as may be specified from time to time.

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

17. The contractor shall be responsible to provide to the entire satisfaction to the Engineer-in-charge at his own expenses the following amenities for the Labour employed be him :-

   a) Suitable temporary hutting accommodation.

   b) Trench Latrine, bathing enclosure, platforms, separately for men and women & their regular clear Drinking Water.

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

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

Explanation:
Fair Wage means wage whether for time or piece work notified at the time of inviting tenders of the work and where such wages have not been so notified, the wages prescribed by the Public Works Department Building and road branch, Haryana for the district, in which the work is done.

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

(c) In respect, of labour directly employed on the works for the performances of the contractor’s part of this agreement the contract shall comply with or cause to be complied with Public Works Deptt. Contractor’s Labours Regulations made by Government from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.

(d) The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimate to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of conditions of the contract for benefit of the workers, non-payment or wages or deductions made from his or their wages which are not justified by the terms of the contract, or for non observance of the regulations referred to in clause (c) above.

(e) Vis –a – vis the Haryana Urban Development Authority, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub contractors.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any branch thereof shall be deemed to be a branch of this contract.

(g) Attendance card should invariably be issued by the contractor to their workers, which should be returned to the contractor concerned at the time of receiving payment of their wages.

(h) Before making payment to the contractors, the authorized concerned should obtain a certificate from the contractors that he has made payment to all the workers concerned with the execution of work, for which the payment is being made.

(i) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the most. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid over time wages, at the double the ordinary rates of their wages, calculated by the hour.

 Contractor Witness Executive Engineer

27
NOTES:

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

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

3. **EXCESSIVE/SHORT CONSUMPTION OF MATERIAL RECOVERY FROM THE CONTRACTOR**

   (a) **For excessive consumption of material up to 5% (Five percentage)**
   
   Recovery will be made from the contractor at issue rate plus three percent storage charges.

   (b) **Excessive consumption of material than 5% (Five percentage)**
   
   Recovery will be made from the contractor for the excessive consumption of materials at penal rates provided in the contract plus three percentage storage charge.

   (c) **For short consumption of material up to 5% (Five percentage)**
   
   The recovery of cost of material, less consumed would be made from the contractor at issue rates.

   (d) **In case of less consumption by more than 5% (Five percentage)**
   
   The rates of concerned items will be reduced where less materials might have been consumed & the same would be reduced proportionate to the materials used shorter than prescribed. However, where if is not possible to determine the exact item on which less material has been used, the cost of materials would be received from the contractor at issue rate Some deterrent action against the contractor would be called for by the Divisional Officer & in addition the contractor will be open to disciplinary action by Divisional Officer. In cases where the items or work become non –schedule & non agreemental due to less consumption of materials, the Executive Engineer may sanction such non schedule & non agreement rate up to the power of his technical sanction of the original works. Where amounts larger than those mentioned above are involved, the rates will be got approved from the competent authorities concerned who can approve such rates upto their powers to sanction estimates technically. It should also be left to the Executive Engineer to determine whether the structure is affected adversely by less consumption of material & in case where he feels that it is likely to be so,

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

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

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

6. The recovery of cement & steel shall be made in the usual manner from the running bills for the up to date quantity of such material issued to the contractor not withstanding that lesser quantity of cement & steel might have been consumed on the work & the balance quantity may be laying in the store, at the site of work.

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

8. The other material mentioned in the list will be supplied to the extent of the separate security deposit of suitable amount as per direction of Engineer-in-charge.
Name of work: As per page -1

A/Cost: Rs. 678.00 lacs

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Rate to be charged from the contractor for supply</th>
<th>Place of issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Portland cement in bags to weight 50 Kgm. Inclusive of weight of bag</td>
<td>at the rate of Rs. _______ per Bag inclusive value Of empty bag</td>
<td>At HUDA stores Faridabad</td>
</tr>
<tr>
<td>2.</td>
<td>Self glazed stone ware pipes (1) __________ mm i/d</td>
<td>@ Rs. __________ per pipe of 60 Cm.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(2) __________ mm i/d</td>
<td>@ Rs. __________ per pipe of 60 Cm.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(3) __________ mm i/d</td>
<td>@ Rs. __________ per pipe of 60 Cm.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>(a) R.C.C pipe i) __________ mm i/d</td>
<td>@ Rs. __________ per meter.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) __________ mm i/d</td>
<td>@ Rs. __________ per meter.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) __________ mm i/d</td>
<td>@ Rs. __________ per meter.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Collars i) (a) __________ mm</td>
<td>@ Rs. __________ per collar.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) (b) __________ mm</td>
<td>@ Rs. __________ per collar.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii) (c) __________ mm</td>
<td>@ Rs. __________ per collar.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Pig lead for C.I. water pipes Free of cost (for Labour rates item)</td>
<td>--- do --</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>C.I. pipes &amp; specials i) (a) __________ mm i/d</td>
<td>@ Rs. _______ per meter</td>
<td>--- do --</td>
</tr>
<tr>
<td></td>
<td>(b) __________ mm i/d</td>
<td>@ Rs. _______ per meter</td>
<td>--- do --</td>
</tr>
<tr>
<td></td>
<td>(c) __________ mm i/d</td>
<td>@ Rs. _______ per meter</td>
<td>--- do --</td>
</tr>
<tr>
<td></td>
<td>(d) __________ mm i/d</td>
<td>@ Rs. _______ per meter</td>
<td>--- do --</td>
</tr>
<tr>
<td></td>
<td>ii) Specials</td>
<td>@ Rs. _______ per Kg.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Bitumen 80 / 100 grade</td>
<td>@ Rs. _______ per metric ton.</td>
<td>-- do --</td>
</tr>
</tbody>
</table>

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

Contractor  Witness  Executive Engineer
XEN

AFFIDAVIT

I…………………………………………S/o Shri………………………………………………………………………………

resident of ……………………………………………………………………………………………………………………

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

applicable) …………………………………………………..(firm or contractor) do hereby

Solemnly declare as under :-

1. That the person / firms black listed by HUDA / Haryana Govt. / Govt. of India from time to time never had
   any connection and interest is my business.

2. That the above said contractor / persons / firms do not have any substituting in my business.

3. That the said person / firm are not the employee to my firm and are not any way connection with my business

DEPONENT

WITNESS

DATED :

I do here by solemnly declare and affirm that the above declaration is true and correct to the best of my

knowledge and belief. No part of it is false and nothing has been concealed.

DEPONENT

WITNESS

DATED :

……………………………..
Contractor          Witness            Executive Engineer
I/We/M/s _____________________________

R/o ________________________________ undertake that after the completion of work (Name of work to be executed) “______________________________” “ sector No. _______________. Urban Estate ________________ will shift the labourers immediately with adequate indemnifying arrangements, which was temporarily located at the site of work. In the event of failure to shift the labour by me/us, I/we, am/are liable for penal action either in the shape of penalty equal to 10% of the total cost of work or my/our enlistment with HUDA or any other department of Haryana shall be liable to be cancelled.

Place:

Dated

DEPONENT

VERIFICATION:-

I, the above named deponent do hereby verify that the above statement is true and correct to the best of any knowledge and belief and nothing has been concealed therein.

Place:

Dated

DEPONENT
**Name of Work:** Special repair of roads with Design Mix M- 40 specification in sector-58, Transport Nagar Sec-58 & Sec-59, Faridabad and all other works contingent thereto. (Including 3 years Mtc. free of cost)

**A/Cost:** Rs. 678.00 Lacs

**E. Money:** 1356000/

**Time Limit:** 6 Months

### CONTRACT SCHEDULE OF RATE

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>HSR Item</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appd. Item</td>
<td>Scrapping of roads, removing of malba from already existing road including dressing and disposal of surplus material irrespective of all lead &amp; lift as directed by the Engineer-in –Charge.</td>
<td>19350, 10710, 10752</td>
<td>Per Sqm</td>
<td>Rs. 2.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>40812</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>10.38</td>
<td>Cement Concrete 1:4:8 with stone aggregate 20mm nominal size in foundation and plinth</td>
<td>1935, 1071, 1075</td>
<td>Per Sqm</td>
<td>Rs. 420.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4081</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Appd. Item</td>
<td>Providing and laying in position separation Membrane of 125micron thick impermeable plastic sheet of make IPCL, Shivalik or equivalent DLC transparent white colour over the surface of DLC complete in all respect as per the entire satisfaction of the Engineer-in – Charge.</td>
<td>19350, 10710, 10752</td>
<td>Per Sqm</td>
<td>Rs. 12.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>40812</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Appd. Item</td>
<td>Providing and laying cement concrete pavement with M40 grade mix over prepared sub base with approved 43 grade OPC</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
cement @ 400 Kg / cum
minimum cement content, coarse & fine aggregate not exceeding 25 mm, mixed in a batching & mixing plant as per the approved mix design, transported to site & laid with fixed or slip from paver, spread, compacted & finished in continuous operation including use of approved make admixer, curing compound, finishing to line & grades as per drawing of MORTH specification Clause-602. The minimum factural strength of 4.5 mpa at 28 days shall be achieved. The rates includes the cost of steel form work with sturdy M.S. channel including cost of admixture in recommended proportions (as per IS 9103) to accelerate, rates setting of concrete improve workability without impering strengths and durability and including pouring of concrete through pump if required. The rates includes all the operations required for different items of the work as per specifications including full compensation of all labour, tools, plant equipment, testing and incidental to complete the work, all material in the work, all royalties fees, storage, rates and all leads, lifts & transportation complete in all respect as per satisfaction of Engineer-in-charge.  (Cement OPC 43 grade IS: 8112 shall be arranged by contractual agency).

<table>
<thead>
<tr>
<th>Item</th>
<th>Extra for making rough surface of the concrete pavement of</th>
<th>Per Cum</th>
<th>Rs. 4208.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td>19350</td>
<td>10710</td>
</tr>
<tr>
<td>No.</td>
<td>Appd. Item</td>
<td>Description</td>
<td>Quantity</td>
</tr>
<tr>
<td>-----</td>
<td>------------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>6</td>
<td>Providing and making sawcut transverse construction joints/construction joint as per approved drawing provided at a maximum distance of 4.5mm including cost of covering of dowel bar with thin plastic sheath for at least 60% of the length from one end. Initially 3mm to 4mm wide cut shall made after 1 to 2 days up to 1/3 depth of slab temporarily with a jute rope. At the time of sealing of the jointly temporary seal shall be taken out and 10mm to 12mm wide before sealing the joint 5mm thick compressible de-bonding strips with paperback shall be inserted to the bottom of the groove. The groove shall be filled with polysulphide/silicon sealant. The groove shall be applied slightly to a lower level than the slab with a tolerance of 2+-1mm complete in all respect as per approved drawing &amp; entire satisfaction of the Engineer-in-charge.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Providing and making sawcut longitudinal joints between two lanes including cost of providing protective coating of bituminous paint for 75mm on each side of joints on tie bars. Initially 3mm to 4mm wide cut shall made up to 1/3 depth of slab and sealed temporarily with a jute rope. At</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
the time of sealing of the joints temporary seal shall be taken out and 6mm to 8mm wide grooves shall be made up to depth of 17mm before sealing the joint 2mm thick compressible de-bounding strip with paperback shall be inserted to the bottom of the groove. The groove shall be filled with polysulphide/silicon sealant. The groove shall be applied slightly to a lower level than the slab with a slightly to a lower level than the slab with a tolerance of all respect as per approved drawing & entire satisfaction of the Engineer-in-charge.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>3450 Mtr</th>
<th>1530 Mtr</th>
<th>1040 Mtr</th>
<th>6020 Mtr</th>
<th>Per Mtr</th>
<th>Rs. 90.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Cold twisted deformed (ribbed/tor steel) bars for RCC, works where not including in the complete rate of RCC including bending, binding and placing in position complete.</td>
<td>365 Qtl</td>
<td>203 Qtl</td>
<td>215 Qtl</td>
<td>783 Qtl</td>
<td>Per Qtl</td>
<td>Rs. 917.05</td>
</tr>
<tr>
<td>9</td>
<td>Collection and carriage of stone metal aggregate 53 to 22.4 mm gauge hard broken from hard durable tough stone angular in shape, possessing low water absorption and free from excess flat elongated soft and disintegrated practice dirt and other deleterious material. The aggregate will be of uniform texture compact and dark colour. The aggregate will be supplied from approved quarry duly screened and stacked along road side. The material will be stacked clear of formation width parallel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
as decided by Engineer-in-Charge. The aggregate shall be confirm to grading as per most specification. Deduction shall be made as per most during stack measurement.

| Item | Description | Quantity | Rate | Amount  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Appd.</td>
<td>Collection and carriage of red murram from approved quarry as per most specification. The material shall be stacked separately as desired by the Engineer-in-charge. (Taking 22 % quantity of stone metal)</td>
<td>172 Cum</td>
<td>Per Cum</td>
<td>Rs. 214.00</td>
</tr>
<tr>
<td>11</td>
<td>Laying and consolidation of stone metal wearing coat to water bound macadam specification including making side dowels carrying the metal from stacks and spreading the binding material and consolidating the stone metal and binding material, to proper camber with road roller, excluding the cost of templates, carriers and lighting arrangement and chowkidars.</td>
<td>765 Cum</td>
<td>Per Cum</td>
<td>Rs. 28.75</td>
</tr>
<tr>
<td>12 Mtc.</td>
<td>for 3 years</td>
<td>Free of cost</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above work covered in this DNIT has not been covered in any other agreement

Sub Divisional Engineer,  
HUDA Sub Division No. VI,  
Faridabad.

Executive Engineer,  
HUDA Division No. 1,  
Faridabad.
MAINTENANCE OF FIVE YEARS DEFECT LIABILITY PERIOD

The contractor will maintain the work free of cost. (Mtc. liability period for period of five years) from the date of complete of job. Mtc. will include removal of all defects and work will exist free from any defects such as defective material, bad workmanship and defective design. All defects/replacement of part or parts, during this period, shall be removed by the firm within 12 hours of its occurrence failing which penalty amounting to Rs. 500/- per day will be levied on firm. All type of expenses shall be borne by the firm at his own level and no payments shall be made by department.

The 100% security will be refunded after expiry of defect liability period the date of completion of removal of defects whichever is later.
GENERAL NOTES/CONDITIONS FOR DNIT

NOTES:

1. This contract schedule of rates is an extract of the relevant item from the Haryana PWD Schedule of rates, 1988 and is to be read with another schedule attached here to namely as the ‘SCHEDULE OF CEILING PREMIUM’ for the purpose of cross reference against each item the chapter No. & item No. has been indicated.

2. The above rates are for the complete item including cost of all materials, labour, tools and plants etc. unless otherwise specified.

3. All clauses and notes given in the Haryana PWD Schedule of rates, 1988 with upto date amendments shall be applicable on all the above items where ever necessary.

4. The description rates, unit etc. of the above items shall be corrected as per Haryana PWD Schedule of rates, 1988 in case of any error or omission.

5. Nothing shall be paid for unforeseen delay on account of Non-availability of any kind of material drawings or design.

6. Nothing shall be paid for the damage done by rain, flood or any other act of God.

7. The whole work shall be carried out strictly in accordance with the Haryana PWD Specification, 11990 edition with upto date correction slips.

8. In this contract schedule or rates, only essential portion of items has been written but it will deem to cover the entire items as fully described in Haryana PWD Schedule of rates subject to the foot notes and notes given in the Haryana PWD Schedule of rates 1988.

9. The work shall be considered to be situated within the Municipal Limits for all purposes.

10. No claim will be entertained from the contractor in case any mistake in description rates or units accrue in any of the items taken in the schedule, while composing this schedule or on account or typing or comparison or over sighting, if there is any mistake the same shall be rectifiable at any stage as per Haryana PWD Schedule of rates 1988 by the Engineer in Charge alongwith the amendments of the same received from time to time.

11. Approximate quantities have been given in the contract schedule of rates and these can vary at the time of execution of the work. The payment will be made according to the actual work done by the contractor and accepted by the department.
12. The account of work can be increased. The contractor will have no claim on this account.

13. The items given in the contract schedule of rates can be changed by the engineer in charge and its execution will be binding over the contractor.

14. No claim on account of fluctuation in prices due to any reason what so ever will be considered.

15. The cost of ceiling premium admissible on various item contained in various chapter of Haryana PWD Schedule of rate, 1988 is attached with the Notice Inviting Tender and shall form be part and parcel of this contract schedule of rates. All those items which do not fall with in Haryana PWD Schedule of rate, 1988 i.e. approved items the ceiling premium shall be “ZERO”.

16. Any items of work not provided in the contract schedule of rates, if required to be executed will be paid as per Haryana PWD Schedule of rates, 1988 together with the ceiling premium exhibited in the NIT for various chapters subject to premium or discount tendered by the contractor, where the item exist in Haryana PWD Schedule, of rates, 1988. In case Non-Schedule items, the same will be governed by the clause-12 of the tender document/approved DNIT/Tender Form.

17. Income Tax and sales tax as applicable will be deducted from the bills of the contractor as per govt. instructions.

18. The department reserve the option to take away any item of work or any part thereof at any time during the currency of contract and reallocate to another contractor with due notice to the contractor without liability of compensation.

19. All the pages of the tender form must be signed by the tendered before submitting the tender, failing which the tender shall be treated as invalid.

20. The validity of the tender shall be considered as three months. No lower limit event of quoted by the contractor shall be considered.

21. Undersigned reserves the right to reject any or all tenders, without assigning any reasons.

22. The successful tenderer shall have to sign on ‘AFFIDAVIT’ to the effect that he was no relation or connection with the firm/contractor blacklisted by the Haryana Govt./Govt. of India from time to time. The form of affidavit is annexed at page No. 28 of NIT.
TERMS & CONDITIONS

1. The contractor shall install the laboratory at site work having following machines equipments for day tests.
   i. Machine for testing of compressive strength of cement, concrete cubes,
   ii. Slump test apparatus.
   iii. Digital weighing machine of 2 kg/10kg capacity.
   iv. Oven.
   v. I.S. sieves.
   vi. Cube frames of size 150 mm
   vii. F.M. testing machine.
   viii. Equipment for any other routine test as directed by Engineer in Charge.

2. Frequency of sampling will be as per M.O.S.T / latest PWD specification.

3. 80% test to be made at site lab and 20% test for Sri Ram Institute / IIT, Delhi / Central Building, Roorkee / NCCB. The samples will be taken in the presence of HUDA representative and contractor representative. The material for testing will be supplied by the contractor free of cost and charges for all the test to borne by the contractor.

4. Scarification / removal of existing rest of roads if any required to maintain the proposed level if this work will be executed by the contractor for which no separate payment will be made, before quoting the rate contractor may see the site.

5. The entire work shall be open for inspection all times by the Engineer in Charge. The contractor shall carry out all instruction given during inspection and shall ensure that the work is bring carried out according to the technical specification of this tenders and technical documents furnished to him during the performance of work.

6. Work will be open for inspection to third party to be deputed for the purpose of inspection by Engineer- in -charge. All instructions and suggestions made by third party (independent of HUDA & contractor) & recommended by HUDA will be duly considered and complied with. The inspection charges will be borne by HUDA.

7. In case samples have been drawn by the state vigilance bureau or by any other authority but the report and test result of samples have not been received, the payment of running bills, final bill & security will be released after the contractor furnished an undertaking in shape of indemnity bound on the following lines:
“I _______________________ son of Shri. ________________________ resident of ______ do hereby undertaking to bear the recoveries if any levied by HUDA on account of any adverse result for the samples taken by the State Vigilance Department or any other authority from the work of ________________ . I further undertaking that I will reconstruct the structure if declared unsafe due to result of the samples. I also undertake that in case of any item of work contains defect of nature which do not endanger the structure stability of the work, it may be accepted and the payment thereof shall be made to us at the reduced rates decided by the Engineer-in Charge which will be final and binding on us. I have no objection if all the recoveries are made from any other contract executed with HUDA as well with other organization.”

8. The contractor shall, from time to time clear away debris and excess materials accumulated at the site.

9. After all the fixtures equipment, panels, appliances, etc. have been installed and commissioned, contractor shall cleanup the same and remover all plaster and paint stains, stickers, other foreign matter and discoloration leaving system in a fit and ready to use condition,

10. The preparation of new approach road entrance or repair existing approach road and its maintenance during the execution of the work including restoration shall be carried out by the contractor and nothing extra shall be payable on this account.

11. Site shall made the land(s) or other places or in into through which the work is to be executed under the contract or any adjacent land, path, or street, through which the work is to be executed under the contract or any adjacent land path or street which may be allotted or used for purpose of carrying out the contract.

12. Approved structural design and drawing will be followed at site as supplied by the department.

13. Additionally 5% security will be deducted from the running bills of the contractor and will be released after getting the cod strength on hardened concrete tested from Shri Ram Institute latest IS code. The contractor shall pay a discount over the contract unit rate for deficiency uncompressive will be applied as under:

\[
\text{Percent reduction} = \frac{\text{Design Strength} - \text{Observed Strength}}{\text{Design Strength}} \times 100
\]
59. The payment of the contractor may not be released unless 100% check measurements are made by the concerned SDE and the Executive Engineer shall check at least 5% of principal items of the work. Check shall be exercised at different crucial stages as the work progresses. The fact of his having exercised the check and portion checked shall be duly recorded in the measurement book.

60. Proper record and register will be maintained in divisional office as well as Circle office for monitoring, execution and control on mtc. work. Monthly physical and financial report will be submitted for all such mtc. works for every month before the 10th day.

61. The instructions regarding quality control assurance has already circulated by the Chief Administrator, HUDA, Panchkula vide letter No. 14194-200 dt. 19.11.09 will be implemented without any violation.

62. For proper monitoring of work and quality controlling assurances, site order book, like the Measurement Book, shall be printed, pages machine numbered, with a fly leaf showing instructions on its maintenance, and issued by the Engineer-in-Charge. Site order book shall be maintained properly and kept at the site during execution of the work, under safe custody of the Junior Engineer. On completion of the work, the site order book shall be preserved for the period of 5 years or upto the time all disputes/arbitration cases of the work are finally settled, whichever is later.

The following documents shall be maintained for site records:-

a) Day work diary
b) Site order book
c) Stage passing register
d) Visual material inspection register
e) Register for record tests carried out during execution
f) Variation order register
g) Records concrete mix design
h) Defects/non conformance reports.
i) Records of inspection and field investigation tec.
j) Hindrance register

The important of the above records, such as site order book, visual material inspection register and register for records for records of tests carried out during execution by TPI as well as department shall be bound with the contract agreement after the execution of the project. No final bill shall be finalized without maintaining records as mentioned above. Divisional Accountant will be fully responsible to ensure that the above instructions are implemented strictly before making payments to the contractor failing which strict action shall be initiated in case of any breach in this regard.

63. In order to have effective quality assurance of the development works, frequency/schedule of inspection by various levels in given below:-
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Frequency of Inspection</th>
</tr>
</thead>
</table>
| 1       | Junior Engineer                | 1) All works once a week, important works more frequently. However, for the important works such as during concrete work, bitumen work, boring of tube well etc, he should be present full time at site. In emergency, immediately i.e. without any delay.  
   ii) He should inspect the area under his jurisdiction to check unauthorized water and sewer connections at least twice a month. |
| 2       | Sub Divisional Engineer        | i) All works twice a month; important works more frequently. In emergency, immediately i.e. without any delay.  
   ii) He should inspect the area under his jurisdiction to check unauthorized water and sewer connections at least once a month and send quarterly report to the XEN. |
| 3       | Executive Engineer             | Inspection of works should be done at least 3 times in a month. Inspection of the sewer/storm water drainage system before the monsoon to ensure proper functioning of the system and frequently during the rains.  
   In emergency immediately i.e. as soon as possible. |
| 4       | Superintending Engineer        | Inspection of works should be done at least once in a month. Inspection of the sewer/storm water drainage system before the monsoon to ensure proper functioning of the system and frequently during the rains.  
   In emergency immediately i.e. as soon as possible. |
INSPECTION REPORT (ROAD WORK)

1. Name and Designation of Inspection Officer ______________________
2. Date of inspection ____________________
3. Officer/Official present during inspection ______________________
4. Name and amount of work inspected ______________________
5. Admn. approval amount, No. & date ______________________
6. Name of contractual agency ______________________
7. Date of start of work ______________________
8. Scheduled date of completion of work ______________________
9. Item being executed at the time of inspection ______________________

(Report be given of item checked as per relevant item given below)

(A) Earth Work:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watering</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Compaction</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>

(B) Sub Grade:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Camber</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Leveling</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>

(C) Water Bound Macadam:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness of layer</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Compaction</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>

(D) Granular Sub Base:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness of layer</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Compaction</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Camber</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>
(E) **Wet Mix Macadam:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness of layer</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Compaction</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Camber</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>

(F) **Bituminous Layer:**

(i) **Premix/Mix Seal**

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness of layer</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Camber</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>General Appearance/riding surface</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>

(ii) **BM/DBM/BC**

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness of layer</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Camber</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>General Appearance/riding surface</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>

(G) **RMC**

<table>
<thead>
<tr>
<th>Description</th>
<th>Remarks</th>
<th>Corrective Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness of layer</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Camber</td>
<td>OK/Not</td>
<td></td>
</tr>
<tr>
<td>Curing</td>
<td>OK/Not</td>
<td></td>
</tr>
</tbody>
</table>
TECHNICAL CONDITIONS

1. The ISI marked OPC 43 Grade, cement will be used and arranged by the Contractor/Agency at his own source.

2. The work will be open for third party inspection for quantity and quality as per prescribed relevant is specification as directed by the party inspection charges will be borne by the agency.

3. The design mix to be used will be got approved by the agency from Engineer-in-Charge at least 15 days in advance. The samples will be given by the agency free of cost.

4. Contractor shall provide suitable measuring arrangement and leveling instrument latest quality approved by Engineer-in-Charge at the site of work.

5. No extra payment on account of quality control measure shall be paid to the contractor.

6. PERIOD OF DEFECTS LIABILITY: The contractor shall be responsible to make good defect which may develop or may be noticed during period one year from the certified date of completion and which is attributable to the contractor. All notices of such defects shall be given to the contractor promptly. In case the contractor fails to make good the defect the Engineer-in-Charges may employ other means to make good such effect and all expenses consequent and incidental there to shall be borne by the contractor.

7. The contractor shall not occupy or obstruct by his operation more than ½ of the width of any road or street. However, in special conditions, the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road for vehicular traffic and foot path shall be depth clear at all times. The contractor shall make all the precaution to avoid any accidents and for proper guidance of the traffic by providing necessary barriers, reflective cautionary sign/signal, speed limit boards, number red and green flags, electric light focus type at night, with sufficient number of chowkidars and other measures while work is in progress of blocking the road wherever otherwise necessary. The material and the machinery shall be stocked/placed at the site of work in such 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 faulty arrangement made by the contractor. The contractor shall be fully responsible for all accidents caused by the negligence of such precaution. In case the contractor fails to comply with the aforesaid arrangement the same shall be made by the Engineer-in-charge at the risk and cost of the contractor.

8. 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.
9. Before tendering the tenderer shall inspect the site of work and shall fully satisfy himself about the conditions with regard to site nature of soil, availability of material, suitable location for construction of godowns stored and labour huts, the extent of leads and lofts is involved in the work (over the entire duration of contract) including local conditions as required for a satisfactory execution of work. No claim whatsoever shall be entertained by the department on this account.

10. Only actual quantities of work completed and accepted by the Engineer-in-Charge shall be paid for if any damage is done by contractor to any existing work during the course of execution of work, this shall have to be made good by him at his own cost.

11. 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 should be done in the absence of the contractor.

12. The contractor shall be required to provide all such material/equipments at site to construct field tests and to ensure that the quality of aggregate shall be according to the prescribed specification and no payment for material required for sample for such tests shall be made to him. In case the material is not found up to mark, the same will be rejected.

13. For cement, bitumen, steal and similar other material there essential tests are to be carried out at the manufacture’s plants or at laboratories other than the site laboratory, the cost of samples, testing and furnishing of test certificate shall be born by the contractor. He shall also furnish the test certificates to the Engineer.

14. Nothing shall be paid for any type of jungle clearance which the tendering may have to carry out.

15. Nothing shall be paid for making and maintenance of service road required for the transportation of the material.

16. If any damage is done by the contractor to any existing work during the course of excavation of the work this have to be made good by him at his own cost.

17. Only actual quantities of work completed and accepted by the Engineer-in-Charge shall be paid for.

18. The contractor shall make his own arrangement for obtaining the electric connection if required and make necessary payment directly to the department concerned.
19. Irrespective of what is started in Para 6 of the preface of Hr. PWD schedules of rates 1988
genral rules no carriage of cement, steal and bricks aggregate bitumen or any other type of
material shall be admissible irrespective of lead involved.

20. No payment will be made to the contractor for damage caused by the rains or other natural
calamities during the execution of the work and no claim on this account will be entertained.

21. The course aggregate and fine aggregate used shall be as per PWD/MORTH specification and
the water shall be as per IS 456-2000.
18. The RMC will be procured from the plant of ACC/L & T/Birla located at Faridabad/Gurgaon/Delhi or equally suitable distance. The Engineer-in-Charge will personally check and verify. No payment for the RMC procured from plants other than the plants mentioned above will be allowed SE concerned will also ensure the same and record. It is his work inspection report.

19. RMC will be arranged by the contractual agency who will have to produce original vouchers/challan for all quantities in lieu of purchase/supply of RMC from the original manufacturer to the satisfaction of the Engineer-in-Charge for ascertaining the genuineness of material. Attested copy of the voucher/challan will have to be submitted alongwith bills. The Executive engineer, (In Charge of work) ill himself attest the copy of the bill/voucher and will also put a stamp on the original bill indicating that this bill has been consider by HUDA for the work of ______________________________. The authenticity of bills/vouchers shall be the entire responsibility of contractual agency.

20. Test report from the plant regarding the lot of RMC supplied to the contractual agency will be submitted by the agency. The RMC also be got tested from reputed lab. Samples of RMC will be given free of cost by the contractor and all the testing charges will be born by him.

21. Unloading of RMC material at plant site will be done in the presence of the representative of Engineer-in-Charge. The day to day receipt and issue account of RMC material shall be maintained by the agency at his authorized plant site.

22. The following record of mix will be maintained at plant and site:-

   At plant and weigh bridge:-

   (i) Tipper No.
   (ii) Time of departure
   (iii) Type of material
        a) Weight of empty tipper
        b) Weight of loaded tipper
        c) Weight of material/Mix
        d) Remarks

   At Site:-

   i) Tipper number
   ii) Time of arrival
   iii) Approximate area of the road covered on road number ..................

23. 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 is done in the absence of the contractor. Separate site order books will be maintained at plant and at site of work. Any instruction given in the site order book will have the same bearing as if, it is given to contractor in person.

24. The contractor shall be required to produce samples of a 1 material sufficiently in advance to obtain approval of the Engineer-in-Charge subsequently the material to be used in the actual execution of the work shall strictly confirm to be quality of the samples approved. In case of variation such material shall be liable to be rejected.

25. The agency shall provide suitable measuring arrangement at the site for checking of various material supplied by him.
CONDITIONS FOR READY MIXED CONCRETE

The contractor has to procure the concrete of specified grade (with design mix) from approved ready mixed concrete plants.

Contractor shall within a week of award, submit a list of approved RMC plant companied of alongwith the details of such plants indicating name of owner/company, its location. Technical establishment, past experience and text of memorandum of understanding proposed to be entered between purchaser and supplier to the satisfaction of Engineer-in-charge which after satisfying himself about quality/capability of the company, shall be drawn with RMC plant owner/company and submitted to Engineer-in-Charge within a week of such approval. The contractor will not be allowed to purchase ready mixed concrete without completion of above formalities for use in his project.

Notwithstanding the approved granted by Engineer-In-Charge in aforesaid manner, the contractor shall be fully responsible for quality of concrete including input control, production, transportation and placement etc, the Engineer-in-Charge will reserve right to deploy his supervisor at plant site to inspect at any such stage and reject the material/concrete if he is not satisfied about quality for material/product. The contractor should, therefore, draw MOU, agreement with RMC owner/company very carefully keeping all terms and conditions specifications forming a part of this tender document.

Retrospective Control:- Shall be exercised as per relevant IS/MORTH Specifications/

Retrospective Control Covers.

i. Sampling of Concrete, testing monitoring of result.

ii. Any property of material of concrete such as aggregate grading slump, air content slit content of sand, quality of admixture, cement etc.

iii. Weighbridge checks of loden and unladen vehicle weights.

iv. Stock control of materials.

v. Diagnosis and correction of faults identified from complaints.

vi. Control of designed and the prescribed mixed a quality control system shall be operated to control the strength of designed mixed to the required levels. The system shall include continuous analysis of results from cube tests to compare actual with the target value together the procedures for modifying mix proportions to correct for observed differences. For prescribed mixes periodic and systematic checks shall be made to ensure that the cementious material contents of prescribed mixes employ with their proportion.
**HARYANA GOVERNMENT**  
Public Works Department  
(Building and road Branch, Ambala Circle)  
Notification  
The 10th November 2011

No. SEI/PWD, B&R / Ambala (CCZ/C) : Minutes of meeting of the Central Zonal Committee on Haryana Public Works Department, Schedule of rate, 1988 2nd Edition held on 18th August 2011 at Ambala Cantt. and approved by the Direction Committee of Chief Engineer received through Engineer-in-Chief, Haryana PWD (B&R) Chandigarh vide letter No. 7739-56/NI dated 3rd October -2011.

The Director Committee of Chief Engineer discussed the recommendations of the Central Zonal Committee and approved the fixation of the following premium on various chapters of Haryana PWD Schedule of Rates 1988, 2nd Edition. These premium will be applicable from the date of Gazette notification.

<table>
<thead>
<tr>
<th>Chapter No.</th>
<th>Description</th>
<th>Premia fixed</th>
</tr>
</thead>
</table>
| 1.          | Daily Wages:  
               a) The rate to be paid as per minimum wages  
               fixed by the Labour Department, Haryana Government from time to time. Where minimum wages are not fixed, Deputy Commissioner's rate will be applicable.  
               The daily wages of skilled labour of item No. I to xii are fixed as under:  
               i) White washing and colour washing man  
               ii) Mason / Plaster (1st class)  
               iii) Mason 2nd Class and Stone Dresser  
               iv) Carpenter 1st Class  
               v) Carpenter 2nd Class  
               vi) Painter and paper hanger 1st Class  
               vii) Painter and paper hanger 2nd class  
               viii) Driver with license of proper category  
               ix) Operator Heavy earth moving machinery with license of proper category  
               x) Plumber Grade-I  
               xi) Plumber Grade-II  
               b) 450% above  |
| 2.          | Monthly Wages  |
| 3.          | Materials  |
| 4.          | Loading and Unloading:  
               (a) Item No. 4.1 to 4.2, 4.5, 4.9, 4.10, (b), 4.13, 4.20 to 4.24, and 4.25, (a)  
               (b) All other items except Item No. 4.1, 4.2, 4.5, 4.9, 4.10, (b) 4.13, 4.20 to 4.24, and 4.25 (a)  
               450% above  |
| 5.          | Carriage:  
               (a) Item No. 5.2 (By mechanical transport)  
               i) Upto 25 Kms.  
               ii) Above 25 Kms.  
               450% above  
               440% above  |
| 6.          | Earth Work:  
               (a) Item No. 6.1 to 6.6 except Item No. 6.2 (g) (iv) and 6.2 (g) (v) and 6.4  
               (b) Item No. 6.2 (g) (iv)  
               (c) Item No. 6.2 (g) (v) (compaction)  
               (d) Item No. 6.4 (Earth Compensation)  
               (e) Item No. 6.7, 6.10 to 6.14 and 6.16 to 6.27  
               (f) Item No. 6.8 & 6.9  
               (g) Item No. 6.15 (a) and (b) (Anti Termites)  
               (h) Item No. 6.2 (i) & 6.5(i) NREGA Work  
               200% above  
               200% above  |
<p>| 7.          | ROCK CUTTING  |
| 8.          | DEMOLITION  |
| 9.          | CENTERING AND SHUTTERING  |</p>
<table>
<thead>
<tr>
<th>Chapter No.</th>
<th>Description</th>
<th>Labour Rate</th>
<th>Through Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) All items except Item No. 10.07 to 10.09, 10.74 to 10.78 &amp; 10.157 to 10.159</td>
<td>550% above</td>
<td>450% above</td>
</tr>
<tr>
<td></td>
<td>(b) Item No. 10.07 to 10.69, 10.74 to 10.78</td>
<td>550% above</td>
<td>450% above</td>
</tr>
<tr>
<td></td>
<td>(c) Item No. 10.157 to 10.159</td>
<td>15% Above</td>
<td>10% Above</td>
</tr>
<tr>
<td>11.</td>
<td>Brick work</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Item No. 11.1 to 11.100, Item No. 11.101 to 11.105</td>
<td>600% above</td>
<td>600% above</td>
</tr>
<tr>
<td>12.</td>
<td>Stone Masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>300% above</td>
<td>260% above</td>
</tr>
<tr>
<td>13.</td>
<td>Hoisting and Roofing</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) All items except Item No. 13.11, 13.13, 13.14, 13.18, 13.43 to 13.49 and 13.85 to 13.94</td>
<td>300% above</td>
<td>240% above</td>
</tr>
<tr>
<td></td>
<td>(b) Item No. 13.11, 13.13, and 13.14 (Terracing)</td>
<td>600% above</td>
<td>600% above</td>
</tr>
<tr>
<td></td>
<td>(c) Item No. 13.43 to 13.49 (C.I. items)</td>
<td>500% above</td>
<td>500% above</td>
</tr>
<tr>
<td></td>
<td>(d) Item No. 13.18 (G.I. Sheet roofing)</td>
<td>400% above</td>
<td>300% above</td>
</tr>
<tr>
<td></td>
<td>(e) Item No. 13.89 to 13.90</td>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>(f) Item No. 13.91 to 13.94</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>(g) Item No. 13.95 to 13.97</td>
<td>Zero %</td>
<td>Zero %</td>
</tr>
<tr>
<td>14.</td>
<td>Flooring and Dados</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) All items except Item No. 14.19 to 14.24, 14.8 to 14.70 and 14.89 to 14.96</td>
<td>600% above</td>
<td>400% above</td>
</tr>
<tr>
<td></td>
<td>(b) Item No. 14.19 to 14.24 (Brick Flooring)</td>
<td>600% above</td>
<td>600% above</td>
</tr>
<tr>
<td></td>
<td>(c) i) Item No. 14.48 (a-i) &amp; (b-i) (Glazed Tiles)</td>
<td>230% above</td>
<td>95% above</td>
</tr>
<tr>
<td></td>
<td>ii) Item No. 14.48 (a-i) &amp; (b-i) (Glazed Tiles)</td>
<td>120% above</td>
<td>95% above</td>
</tr>
<tr>
<td></td>
<td>(d) Item No. 14.49 to 14.52 (Marble Stones)</td>
<td>90% above</td>
<td>90% above</td>
</tr>
<tr>
<td></td>
<td>(e) Item No. 14.53</td>
<td>60% Above</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>(f) Item No. 14.54 to 14.61 (Stones other than Kotah)</td>
<td>150% above</td>
<td>140% above</td>
</tr>
<tr>
<td></td>
<td>(g) Item No. 14.62 to 14.66 (Kotah Stones items)</td>
<td>200% above</td>
<td>250% above</td>
</tr>
<tr>
<td></td>
<td>(h) Item No. 14.67 to 14.70 (Wooden Flooring)</td>
<td>200% above</td>
<td>200% above</td>
</tr>
<tr>
<td></td>
<td>(i) Item No. 14.99 to 14.91</td>
<td>--</td>
<td>15% Below</td>
</tr>
<tr>
<td></td>
<td>(j) Item No. 14.92 (a) &amp; (b)</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>(k) Item No. 14.93 &amp; 14.94</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>(l) Item No. 14.95 &amp; 14.96</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>(m) Item No. 14.97</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>15.</td>
<td>Plastering and Pointing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Painting, Varnishing, White Washing / Distempering except Item No. 16.79</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Item No. 16.79</td>
<td>10%</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>b) Item No. 16.80</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>17.</td>
<td>Wood Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Item No. 17.1 to 17.89</td>
<td>300% above</td>
<td>300% above</td>
</tr>
<tr>
<td></td>
<td>(b) Item No. 17.93 to 17.94 &amp; 17.94 (Factory manufactured doors)</td>
<td>300% above</td>
<td>300% above</td>
</tr>
<tr>
<td></td>
<td>(c) Item No. 17.93 (Flush door shutter)</td>
<td>165% above</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>(d) Item No. 17.95, 17.96, 17.98 &amp; 17.100</td>
<td>15%</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>(e) Item No. 17.97 &amp; 17.99</td>
<td>10%</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>(f) Item No. 17.101 &amp; 17.102</td>
<td>10%</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td>(g) Item No. 17.103 to 17.101</td>
<td>10%</td>
<td>5%</td>
</tr>
<tr>
<td>18.</td>
<td>Steel and Iron Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) For the items of steel where steel is to be issued by the department on stock issue rates Item No. 18.22</td>
<td>550% above</td>
<td>500% above</td>
</tr>
<tr>
<td></td>
<td>(b) For remaining items of structural steel and other items</td>
<td>550% above</td>
<td>500% above</td>
</tr>
<tr>
<td>Chapter No.</td>
<td>Description</td>
<td>Labour Rate</td>
<td>Through Rate</td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>-------------</td>
<td>--------------</td>
</tr>
<tr>
<td>19.</td>
<td>Lining :</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) All items except Item No. 19.29 to 19.32</td>
<td>650% above</td>
<td>450% above</td>
</tr>
<tr>
<td></td>
<td>(b) Item No. 19.29 to 19.32</td>
<td>600% above</td>
<td>600% above</td>
</tr>
<tr>
<td>20.</td>
<td>Outlets</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>600% above</td>
<td>600% above</td>
</tr>
<tr>
<td>21.</td>
<td>Pile Foundations except Item No. 21.04 (a) &amp; (b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) Item No. 21.04 (a) &amp; (b)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Well Sinking</td>
<td></td>
<td>500% above</td>
</tr>
<tr>
<td>23.</td>
<td>River and Canal Protection Work :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Item No. 23.39 only (Dumping Stone)</td>
<td>500% Above</td>
<td>--</td>
</tr>
<tr>
<td>(b)</td>
<td>Labour rate of items (except Item No. 23.38 &amp; 23.39)</td>
<td>450% Above</td>
<td>--</td>
</tr>
<tr>
<td>(c)</td>
<td>Through rate of all items except Item No. 23.1 to 23.8, 23.10 to 23.37 &amp; 23.39 to 23.47 (for estimating purpose only)</td>
<td>--</td>
<td>400% Above</td>
</tr>
<tr>
<td>(d)</td>
<td>Item No. 23.38 (Wire crates)</td>
<td>425% above</td>
<td>425% above</td>
</tr>
<tr>
<td>24.</td>
<td>Road Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Labour rate of all item</td>
<td>370% Above</td>
<td>--</td>
</tr>
<tr>
<td>(b)</td>
<td>Through rate of Item No. 24.34 – 24.35 &amp; 24.38, Expansion joints &amp; road cut</td>
<td>--</td>
<td>350% Above</td>
</tr>
<tr>
<td>(c)</td>
<td>Item No. 24.38 (Barbed wire fencing)</td>
<td>--</td>
<td>400% Above</td>
</tr>
<tr>
<td>25.</td>
<td>Maintenance of Furniture</td>
<td>225% above</td>
<td>200% above</td>
</tr>
<tr>
<td>26.</td>
<td>Miscellaneous</td>
<td></td>
<td>150% above</td>
</tr>
<tr>
<td>27.</td>
<td>Quantities of Materials</td>
<td>No rates involved</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>Water Supply for Plains :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>All other items except Item No. 28.1 to 28.6, (a to e, &amp; f to i) 28.10 (a), 28.13 (a), 28.18 to 28.19 &amp; 28.50,28.51 to 28.59</td>
<td>300% above</td>
<td>400% above</td>
</tr>
<tr>
<td>(b)</td>
<td>Item No. 28.1 to 28.8, (a to e), 28.18 to 28.19</td>
<td>380% above</td>
<td>380% above</td>
</tr>
<tr>
<td>(c)</td>
<td>Item No. 28.1 to 28.8, (f to i)</td>
<td>380% above</td>
<td>380% above</td>
</tr>
<tr>
<td>(d)</td>
<td>Item No. 28.50 (a) only</td>
<td>1200% above</td>
<td>1200% above</td>
</tr>
<tr>
<td>(e)</td>
<td>Item No. 28.50 (b to e)</td>
<td>380% above</td>
<td>10% Above</td>
</tr>
<tr>
<td>(f)</td>
<td>Item No. 28.10(a), 28.13(a), 28.51 to 28.59</td>
<td>10% Above</td>
<td>Zero %</td>
</tr>
<tr>
<td>(g)</td>
<td>Item No. 28.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>Sewerage and Drainage :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>All other item except Item No. 29.1, 29.2, 29.25 to 29.55 and 29.93 to 29.95</td>
<td>450% above</td>
<td>450% above</td>
</tr>
<tr>
<td>(b)</td>
<td>Item No. 29.1, 29.2 and 29.25 to 29.51</td>
<td>120% Above</td>
<td>120% Above</td>
</tr>
<tr>
<td>(c)</td>
<td>Item No. 29.52 to 29.55</td>
<td>350% Above</td>
<td>350% Above</td>
</tr>
<tr>
<td>(d)</td>
<td>Item No. 29.93 to 29.95</td>
<td>10% Above</td>
<td>5% Above</td>
</tr>
<tr>
<td>30.</td>
<td>Sanitary installations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>All other items except Item No. 30.53, 30.59, 30.64 to 30.94 and 30.114 (b) and (d) &amp; 30.119</td>
<td>340% above</td>
<td>340% above</td>
</tr>
<tr>
<td>(b)</td>
<td>Item No. 30.64 to 30.86, 30.86 to 30.91,30.114 (b) and (d)</td>
<td>325% above</td>
<td>325% above</td>
</tr>
<tr>
<td>(c)</td>
<td>Item No. 30.87, 30.92 to 30.94</td>
<td>300% above</td>
<td>300% above</td>
</tr>
<tr>
<td>(d)</td>
<td>Item No. 30.53 to 30.59 (for estimate purpose)</td>
<td>300% Above</td>
<td>30% Above</td>
</tr>
<tr>
<td>(e)</td>
<td>Item No. 30.119</td>
<td>Zero %</td>
<td>Zero %</td>
</tr>
<tr>
<td>(f)</td>
<td>Item No. 30.120 to 30.123</td>
<td>Zero %</td>
<td>Zero %</td>
</tr>
<tr>
<td>Chapter No.</td>
<td>Description</td>
<td>Premia fixed</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-------------</td>
<td>--------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Labour Rate</td>
<td>Through Rate</td>
</tr>
<tr>
<td>31.</td>
<td>Electric Installations :</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>Item No. 31.1 to 31.7, 31.19, 31.20, 31.35</td>
<td>--</td>
<td>130% above</td>
</tr>
<tr>
<td>(b)</td>
<td>Item No. 31.6 to 31.11</td>
<td>--</td>
<td>130% above</td>
</tr>
<tr>
<td>(c)</td>
<td>Item No. 31.12 (a) main switches Category (a) type</td>
<td>--</td>
<td>300% above</td>
</tr>
<tr>
<td>(d)</td>
<td>Item No. 31.12 (a) and (b) main switches And BDBS (category B and C only)</td>
<td>--</td>
<td>300% above</td>
</tr>
<tr>
<td>(e)</td>
<td>Item No. 31.25 to 31.29</td>
<td>--</td>
<td>140% above</td>
</tr>
<tr>
<td>(f)</td>
<td>Item No. 31.32</td>
<td>--</td>
<td>175% above</td>
</tr>
<tr>
<td>(g)</td>
<td>Item No. 31.13, 31.14 and 31.33</td>
<td>--</td>
<td>250% above</td>
</tr>
<tr>
<td>(h)</td>
<td>Item No. 31.21</td>
<td>--</td>
<td>360% above</td>
</tr>
<tr>
<td>(i)</td>
<td>Item No. 31.24</td>
<td>--</td>
<td>360% above</td>
</tr>
<tr>
<td>(j)</td>
<td>Item No. 31.22 All Items except 31.22 (iv, vi, x, xii, xiv, xvii &amp; xx)</td>
<td>--</td>
<td>360% above</td>
</tr>
<tr>
<td>(k)</td>
<td>Item No. 31.22 (iv, vi, x, xii, xiv, xvii, xx) Copper Work</td>
<td>--</td>
<td>360% above</td>
</tr>
<tr>
<td>(l)</td>
<td>Item No. 31.23 all item except Item No. 31.23 (iv, vi to ix)</td>
<td>--</td>
<td>200% above</td>
</tr>
<tr>
<td>(m)</td>
<td>Item No. 31.23 (iv, vi to ix) Copper work</td>
<td>--</td>
<td>300% above</td>
</tr>
<tr>
<td>(n)</td>
<td>Item No. 31.30 (Street Light)</td>
<td>--</td>
<td>270% above</td>
</tr>
<tr>
<td>(o)</td>
<td>Item No. 31.31 (Copper Bus Bar Chamber)</td>
<td>--</td>
<td>300% above</td>
</tr>
<tr>
<td>(p)</td>
<td>Item No. 31.18 All item except 31.18 (xxx)</td>
<td>--</td>
<td>200% above</td>
</tr>
<tr>
<td>(q)</td>
<td>Item No. 31.18 (xxx) (Flush Door Shutter)</td>
<td>150% Above</td>
<td>150% Above</td>
</tr>
<tr>
<td>(r)</td>
<td>Item No. 31.24 All items except 31.34 (I to vi)</td>
<td>--</td>
<td>130% Above</td>
</tr>
<tr>
<td>(s)</td>
<td>Item No. 31.24 (i to vi) Rewinding Items</td>
<td>--</td>
<td>200% Above</td>
</tr>
<tr>
<td>(t)</td>
<td>Item No. 31.12 (c and d) 31.15 to 31.18</td>
<td>--</td>
<td>60% Above</td>
</tr>
<tr>
<td>(u)</td>
<td>Item No. 31.17</td>
<td>--</td>
<td>30% Above</td>
</tr>
<tr>
<td>(v)</td>
<td>Item No. 31.36 to 31.49 (i.e. newly added items)</td>
<td>--</td>
<td>10% Above</td>
</tr>
<tr>
<td>(w)</td>
<td>Labour Rate Item No. 31.1 to 31.7, 31.21 (I) to xxvi) and 31.36 to 31.39 (i.e. newly added items of copper wiring)</td>
<td>150% Above</td>
<td>Not fixed</td>
</tr>
<tr>
<td>(x)</td>
<td>Item 31.50 to 31.59</td>
<td>Not fixed</td>
<td>Not fixed</td>
</tr>
<tr>
<td>(y)</td>
<td>Item No. 31.60 to 31.62</td>
<td>Not fixed</td>
<td>Not fixed</td>
</tr>
<tr>
<td>32.</td>
<td>Working charges of Machinery</td>
<td>Not fixed</td>
<td>Not fixed</td>
</tr>
<tr>
<td>33.</td>
<td>Horticulture</td>
<td>500% above</td>
<td>400% above</td>
</tr>
<tr>
<td>34.</td>
<td>Bearing of Bridges :</td>
<td>Note Fixed</td>
<td>Note Fixed</td>
</tr>
<tr>
<td>(a)</td>
<td>All items except Item No. 34.7, 34.10 and 34.11, 34.12 &amp; 34.13</td>
<td>--</td>
<td>200% Above</td>
</tr>
<tr>
<td>(b)</td>
<td>Item No. 34.7 (Neoprene Bearings)</td>
<td>--</td>
<td>200% Above</td>
</tr>
<tr>
<td>(c)</td>
<td>Item No. 34.10 and 34.11 (Expansion Joints)</td>
<td>--</td>
<td>200% Above</td>
</tr>
<tr>
<td>(d)</td>
<td>Item No. 34.12 &amp; 34.13</td>
<td>--</td>
<td>10% Above</td>
</tr>
<tr>
<td>35.</td>
<td>N.S. Items</td>
<td>Zero %</td>
<td>Zero %</td>
</tr>
</tbody>
</table>

55
Name of Work:- Special repair of roads with Design Mix M- 40 specification in sector-58, Transport Nagar Sec-58 & Sec-59, Faridabad and all other works contingent thereto. (Including 3 years Mtc. free of cost)

A/Cost:- Rs. 678.00 Lacs
E. Money: 1356000/-
Time Limit: 6 Months

**ABSTRACT OF COST**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>HSR Item No.</th>
<th>Basic Cost</th>
<th>Ceiling Premium</th>
<th>Cost of C.P.</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Appd. Item</td>
<td>Rs. 102030.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 102030.00</td>
</tr>
<tr>
<td>2</td>
<td>10.38</td>
<td>Rs. 1714020.00</td>
<td>450%</td>
<td>Rs. 7713090.00</td>
<td>Rs. 9427110.00</td>
</tr>
<tr>
<td>3</td>
<td>Appd. Item</td>
<td>Rs. 489744.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 489744.00</td>
</tr>
<tr>
<td>4</td>
<td>Appd. Item</td>
<td>Rs. 50866304.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 50866304.00</td>
</tr>
<tr>
<td>5</td>
<td>Appd. Item</td>
<td>Rs. 81624.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 81624.00</td>
</tr>
<tr>
<td>6</td>
<td>Appd. Item</td>
<td>Rs. 1170130.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 1170130.00</td>
</tr>
<tr>
<td>7</td>
<td>Appd. Item</td>
<td>Rs. 541800.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 541800.00</td>
</tr>
<tr>
<td>8</td>
<td>18.22</td>
<td>Rs. 718050.00</td>
<td>500%</td>
<td>Rs. 3590250.00</td>
<td>Rs. 4308300.00</td>
</tr>
<tr>
<td>9</td>
<td>Appd. Item</td>
<td>Rs. 578340.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 578340.00</td>
</tr>
<tr>
<td>10</td>
<td>Appd. Item</td>
<td>Rs. 36808.00</td>
<td>---</td>
<td>---</td>
<td>Rs. 36808.00</td>
</tr>
<tr>
<td>11</td>
<td>24.9</td>
<td>Rs. 21994.00</td>
<td>370%</td>
<td>Rs. 81378.00</td>
<td>Rs. 103372.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>Rs. 56320844.00</strong></td>
<td><strong>Rs. 11384718.00</strong></td>
<td><strong>Rs. 67705562.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Say Rs. 678.00 Lacs

Executive Engineer,
HUDA Division No. 1,
Faridabad.