

Housing Board, Haryana Contractor's Labour Regulation

HARYANA

India

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Rule

HOUSING-BOARD-HARYANA-CONTRACTOR-S-LABOUR-REGULATION of 1975

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1. Short Title.

- These regulations may be called Housing Board, Haryana Contractor's Labour Regulation.

2. Definitions.

- In the regulations unless otherwise expressed or indicated the following words and expressions shall have the meaning here by against to them respectively that is to say :-(1)"Labour" means workers employed by Housing Board, Haryana contractor directly or indirectly through a Sub-contractor or other person or by an agent on his behalf.(2)"Fair Wages" mean wages whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Housing Board, Haryana for the district in which the work is done.(3)"Contractor" shall include every person whether a sub-contractor or head man or agent employing Labour on the work taken on contract.(4)"Wages" shall have the same meaning as defined in the Payment of Wages Act, 1936, and include time and piece rate wages.

3. Display of notices regarding wages, etc.

- The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on

the work notices in English and in the Local Indian Language spoken by the majority of the workers giving the fair wages notified or prescribed by the Housing Board, Haryana and the hours of work for which such wages are earned.

4. Payment of Wages.

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

5. Fixation of wages periods.

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

6. Wages book and Wage Slip, 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 :-(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 deductions made from the wages with an indication in each case of the ground for which the deduction is made.(f)Wages actually paid for each wage period.(2)The contractor shall also maintain a wage slip for each worker employed on the work.(3)The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Wages Slip to a Contractor who in his opinion may not directly or indirectly employ more than 100 persons on the work.

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

(1)The wages of a worker shall be paid to him without any deduction of any kind except the following:-(a)Fines.(b)Deduction for absence from duty, i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.(c)Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.(d)Any other deduction which the Board may from time to time allow.(2)No fine shall be imposed on a worker and a deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.(3)The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to half an anna in a rupee of the wage payable to him in respect of that wage period.(4)No fine imposed on a worker shall be

recovered from him by instalments or after the expiry of 60 days from the date on which it was imposed.

8. Register of fines, etc.

(1)The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss which was made.(2)The contractor shall maintain a list in English and the local Indian language, clearly defining act and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places.

9. Preservation of Books.

- The wage book, the slip and register of fine deductions required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.

10. Powers of Labour Welfare Officers to make investigations or enquiry.

- The Labour Welfare Officer or any other person authorised by the Haryana State Housing Board on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observances of the wage clauses and the provisions of these regulations. He shall investigate any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

11. Report of Labour Welfare Officer.

- The Labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the results of his investigations or enquiry to the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the labourer with a note 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 person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal, against such decision to the Labour Commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13.

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

14. Inspection of registers.

- The contractor shall allow inspection of the Wage Book and Wage Slip to any of his workers or to his agent at a convenient time and place after due notice is received or the Labour Welfare Officer or any other person authorised by the Haryana State Housing Board on his behalf.

15. Submission of return.

- The contractor shall submit periodical returns as may be specified from time to time.

16. Amendments.

- The Housing Board, Haryana may from time to time add or amend these regulations and on any question as to the application, interpretation or effect of these regulation the decision of the Labour Commissioner to Haryana Government or any other person authorised by the Haryana State Housing Board in that behalf be final. Executive Engineer, Housing Board, Haryana, Construction Division, _____ . Additional Conditions

1. The work will be executed strictly in accordance with the Haryana Public Works Department specification _____ edition or otherwise as may be specifically provided for.

2. The Executive Engineer incharge, reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and re-allot it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.

3. The contractor has to make his own arrangement for water bricks wood work and every other item required directly or indirectly for completion of work except those mentioned in the material statement at page _____

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

5. The security shall be refunded three months after the date of final payment to the contractor.

6. In case of emergency the contractor shall be required to pay his labour every day and if this is not done Government will make the requisite payment and recover the same from the contractor.

7. Actual quantities of completed and accepted work shall only be paid.

8. No pits shall be dug by the contractor near the site of work or within road land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the Department at the cost of the contractor plus fifteen per cent departmental charges.

9. The rates to be quoted by the contractor/given in the contract agreement shall be/inclusive of octroi, terminal tax, royalty and all other tax and charges. These are for complete work in all respects.

10. The contractor shall not be entitled to any payment on account of work done till he signs his agreement and the same is accepted by the competent authority.

11. Nothing extra will be paid for any lead and lift unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include or inclusive of all the leads in the contract schedule.

12. Nothing extra will be paid to the contractor for diverting water in the channels or streams if it becomes necessary for the execution and completion of the work.

13. The contractor will be responsible for any all losses of material damages done to unfinished work as a result of floods and acts of God. The Government will not be responsible for any compensation as a result of such damages or loss to the contractor and the contractor shall be liable to set right such damages at his own cost to the satisfaction the Engineer-in charge.

14. The royalty, sales tax and other taxes, if any, shall be paid by the contractor direct to the respective department in accordance with their rules and regulations in force from time to time without intervention of the State Housing Board.

15. Amount may be increased or decreased and any item omitted and substituted in accordance with the requirements of the department and no claim on this account shall be entertained.

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

(i) Suitable temporary hutting accommodation. (ii) Trench latrines, bathing enclosure platforms. Separately for men and women and their regular cleanliness. (iii) Clean drinking water. In the event of his failure to provide any or all of the amenities the same shall be provided by the Board and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-charge and his decision shall be final.

17. The contractor shall be responsible for housing, sanitation and medical treatment of labourers employed by him and shall carry out in these respects all rules framed on the subject.

18. The contractor shall have to return hundred per cent empty cement bags in good serviceable condition for which no credit shall be given as the cost of the cement in the Notice Inviting Tenders is exclusive of the container and should he fail to return the same, recovery at the rate of Rupee one per bag will be effected from his bill.

19. For fair wage clause, contractor's labour regulations, and rules for protection of health and sanitary arrangements for workers employed by the State Housing Board or its contractors please refer to attached sheet.

20. (a) The contractor shall be responsible, for loss or damages to any material issued to him by the department from any cause whatsoever. In case of materials such as cement, paint or any other commodity issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work or manufacture of materials required in connection therewith is not utilised for the purpose for which it is issued and is otherwise disposed of by him or spoiled, or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specifications herein stipulated or those fixed by the Engineer-in-charge the cost of the such quality of that materials shall without prejudice to other rights and remedies available to Board be recoverable from the contractor at double the rate at which it is

agreed to be supplied to the confitactor.

(b)The recovery from the contractor for the material consumed in excess or short of the theoretical requirements as per specification herein stipulated or otherwise fixed by Engineer-in-charge other than the variation to be regulated by the preceding clause. Such variation shall be dealt with as under :A. For excess consumption of material(i)Up to 5% (five per cent) - No action is called for.(ii)Above 5% (five per cent) - The recovery will be made for the excessive consumption of materials at penal rates, i.e., double the rate at which it is agreed to be issued. Regarding further action to be taken against the contractor the matter is left to the discretion of the Executive Engineer Incharge who will bring such cases to the notice of the Engineer whose decision in all such cases shall be final.B. For short consumption of material(i)Up to 5%. - The recovery of cost of materials thus saved shall be made from the contractor at the issue rates.(ii)Less consumption be more than 5% (i.e. above 5%)The rates of items of work involved shall be reduced. If it is not possible to determine the exact items on which less material has been used, the cost of materials shall be recovered from the contractor at the issue rates. The Executive Engineer reserves the right to take any other deterrent action which he deems fit against the contractor. In case where the items of work become non-scheduled, and non-agreement due to less consumptions of material, the Executive Engineer may sanction such non-schedule and non-agreement rates upto the power of his technical sanction of original works viz., Rs_____and where large amounts are involved the rates as per standing order shall be got approved from the higher competent authority. It shall also be left to the discretion of the Executive Engineer to determine whether the stability of the structure is effected adversely due to the less consumption of materials and in case he feels that it is likely to be so, the Engineer-in-charge shall reject the work and decision of the_____in such matters shall be final.

21. Should the tenderer modify or withdraw his tender within a period of three months from the date of tender, he is liable to be blacklisted.

22. No claim of any kind whatsoever shall be entertained for any and all the losses or damages to the contractors due to the completion of the work getting delayed due to failure or delay on the part of the State Housing Board to supply materials, tools and plant required to be supplied by the State Housing Board under the terms and conditions of the contract.

Contractor Witness Executive Engineer

Appendix[See rule 4(4)]Invitation of TendersDue publicity should be given to the tender call notices and the following procedure should be followed in this respect :-(i)In the case of works costing over Rs. 50,000 the tender notices should be advertised in the press both in vernacular and English giving three weeks' clear notice. To ensure the publication of the notices well in time the Executive Engineer should forward such notices to the Director Public Relations, Haryana, a further week in advance. Thus the date of the issue of the notices should be about four weeks before the date of receipt of tenders. Besides, letters should also be addressed individually to approved contractors

falling in the category to which the advertised work relates and the higher category inviting them to peruse the tender notice exhibited by the Executive Engineer concerned in his own office or offices of the Divisions and submit their tenders. Such letters should be issued under postal certificates. Copies of the tender call notice should also be sent to all the Divisions for being exhibited on the notice boards. In case of 2nd class contractors the letter should be issued only to such contractors as are working in the particulars Division to which the work relates.(ii)In the case of works costing over Rs. 20,000 and upto 50,000 the procedure to be adopted should be as per sub-clause (i) above with the exception that the tender notices should not be advertised in the press. Two weeks clear notice should be given to ensure their exhibition in the offices of various Divisions in time. The Executive Engineer concerned should forward the brief notices as also the formal tender call notices to the other Divisions four days earlier. Thus the date of issue of the notices should be 18 days before the date of receipt of tenders.(iii)For works costing over Rs. 10,000 and upto Rs. 20,000 the tender notice should be exhibited in all the Divisional and Sub-Divisional offices of the circle of Superintendent concerned. Ten days clear notice should be given in this case. The notices are to be issued two days earlier.(iv)For works costing upto Rs. 10,000 the tender notices are to be exhibited in the Divisional office concerned as also in the Sub-Divisions of that Division. Ten days clear notice should be given in this case, the notice being issued 2 days earlier.Should, however, special circumstances render it impossible or inexpedient save in the case of works and repairs costing less than Rs. 1.000 to invite tenders in any particular case the officers concerned will let out the work without calling the tenders and immediately inform his next superior officer in writing giving reasons for the action taken. Further a note of the order authorising the execution of the work without the formality of inviting tenders should be attached to the agreement concerned. Such cases should be altogether exceptional and Superintending Engineers should carefully scrutinize them during their annual inspections of Divisional offices. The record of reasons for not calling for tenders/quotations should also be made available to the inspecting audit officer, if called for.Generally no consideration should be given to the offer received after opening the tenders on scheduled time and date but if its is found that the subsequent offer is favourable to Government tenders should be recalled or negotiations be carried on with the lowest tenderer to bring down the rates to the level of the lowest quotation received subsequently. It might happen that the negotiations may not be fruitful to bring the lowest tenderer to cut down his rates to the level of the lowest quotations received subsequently. If this contingency arises in any case tenders should be recalled after giving due publicity unless of course the work is of a very urgent nature and any delay in postponing its execution as a result of recalling of tenders would not be desirable. The decision in such cases should lie only with the Chief Engineer and not in any authority subordinate to him.Powers of acceptance of tenders. - The tenders which are beyond the power of acceptance of the Executive Engineers will be despatched by them on the day following their opening to Superintending Engineers with a signed copy of the comparative statement and their recommendations with reasons. Superintending Engineers will after scrutiny either communicate their final order to the Executive Engineer or else submit the case of the Chief Engineer for orders when it exceeds their powers within three days. The Chief Engineer will return the case with his final orders expeditiously so as to ensure that they get communicated to the Executive Engineer in time to enable him where necessary to communicate to the contractor the acceptance of his tender within one month of the date of tender. On receipt of Superintending Engineer's orders Executive Engineers will inform the contractors of the result. The letter of acceptance should be most carefully

scrutinised before issue so as to ensure that there is no ambiguity and the facts to be emphasised are clearly brought out therein. Contract Agreement. - The contract agreements should normally be completed within a fortnight of the date of issue of the letter of acceptance but it should not take more than a month in any case. The certified copies should also be supplied to audit and other authorities within this period of one month. No payment should be made to contractor unless and until the contract documents have been signed and the agreement has been finally accepted and executed by the Executive Engineer on behalf of the Housing Board.