



HARYANA STATE WAREHOUSING CORPORATION

Bay No. 15-18, Sector - 2, Panchkula - 134 112

EPABX : (0172) 2578829-31, FAX 2578481

Email : hwc@hry.nic.in

PANCHKULA DIVISION

TENDER DOCUMENT

Contract for works :-

General rules & directions for the guidance of the Contractors

1	Name of Work	
2	Name of Agency	
3	Address	
4	Category of Enlistment	
5	For the Period	
6	Estimated cost of work (Rupees in Lacs)	
7	Tender Fees (In Rupees)	
8	Earnest Money (In Rupees)	
9	Time Limit (In Months)	
10	Contact Numbers	
11	PAN Number	

Dated :

Signature & Rubber Stamp of the Contractor

CONDITIONS OF CONTRACT

Clause-1 : **Security deposit.** At the time of making payments to the contractor, a sum at the rate of 10% (or such other percentage as may be prescribed) of the gross amount of each running bill shall be deducted till the cumulative amount of deduction along with the amount of earnest money already deposited reaches 5% (or such percentage as may be prescribed) of the tendered value. One-half of the security deposit will be refunded on completion of the work/issue of taking over certificate, and the other half will be released one year after expiry of the defects Liability Period. The contractor shall have the option to replace the 2nd half of the retention money with unconditional bank guarantee for the desired period. For minor works 100% security deposit may be released after defects liability period is over.

The successful tenderer will furnish performance security (5% of the contract price or such percentage as may be prescribed) which may be in the form of bank guarantee, to be kept as a surety that the contractor completes the work satisfactory. Initially, the performance guarantee will be valid up to end of the defects liability period plus 30 days or as prescribed in the contract data. In case the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is returned to the contractor after the date specified in the contract.

Clause-2 : **Compensation of Delay** : The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer-in-Charge may levy on the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished, after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all such cases in which the time allowed for any work exceeds one month to, complete one fourth of the whole of the work before one fourth of the whole of time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three-fourth of the work before three fourth such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation, an amount equal to one percent which the Executive-Engineer-in -Charge may levy on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid" under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The Managing Director HSWC, Panchkula may on representation from the contractor, reduce the amount of compensation and his decision, in writing shall be final.

Clause-3 : **Action when whole of security deposit is to be forfeited:** In any case in which under any clause in the contract, the contractor shall have rendered himself liable to pay any compensation to the Executive Engineer on behalf of the Haryana State Warehousing Corporation shall have power to adopt any of the following courses, as he may deem best suited in the interest of Haryana State Warehousing Corporation:-

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in such case the security deposit of the contractor shall stand forfeited and belong absolutely to the Haryana State Warehousing Corporation.
- (b) To employ labour paid by the Haryana State Warehousing Corporation to supply material to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (for the amount a certificate of the Executive Engineer shall be final and conclusive, against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to the value of the work done shall be final and conclusive against contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work has been executed by him (for the amount the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Haryana State Warehousing Corporation under the contract or otherwise or from his security deposit. In the event of any of the above courses adopted by the Executive Engineer, the contractor shall have no claim for the compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof, actually performed under this contract unless and until the Executive Engineer have certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

Power to take possession or require removal or sell contractor's plant: In the event of the Executive Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

be certified by the Executive Engineer where certificate thereof shall be final, otherwise the Executive Engineer may by notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale, on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer to the expenses for such removal and the amount of the proceeds and expenses, if any, shall be final and conclusive against the contractor.

- Clause-5** **Extension of time:** If the contractor desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply, in writing, to the Executive Engineer within 30 days of the date of the hindrance but before the expiry of the contractual period on account of which he desires such extension as aforesaid and the competent authority shall, if in his opinion (which shall be final reasonable ground) be shown therefore authorize such extension of time if any so may in his opinion be necessary or proper.
- Clause-5(a) Contractor to submit a return every month on any work claimed as extra:** The contractor shall deliver in the office of the Executive Engineer on or before 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra and such return shall contain the value of such work as claimed by the contractor, which value shall be based upon the prices in the contract or in Schedule of rates inforce in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatsoever kind. However arising which at the date thereof, he has or may claim to have against the Executive Engineer under or in respect of or in any manner, arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claim not so included whatsoever be the circumstances.
- Clause-6** Without prejudice to the right of Haryana State Warehousing Corporation, under any clause hereinafter contained on completion of the work, the contractor shall be furnished with the certificate by the Executive Engineer (here in after) called the Engineer-in-charge) of such completion, but no such certificate shall be given nor work shall be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off dirt from all wood works, floor, other parts of any building in, upon or around which the work is to be executed, or part of which he had in possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge at the expense of the contractor shall remove such scaffolding, surplus materials and rubbish and dispose off the same as he may think fit and clean off such dirt as aforesaid and the contractor shall pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or such surplus materials as aforesaid except for any sum actually realized on account of sales, thereof.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

- Clause-7** **Payments on intermediate certificates to be regarded as advances:** No payment shall be made for works estimated to cost less than Rs. One thousand, till the whole of the works shall have been completed and the certificate of completion given. But in the case of work estimated to cost more than Rs. One thousand the contractor not submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof as approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advances against the final payment only and not as payments for the works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as far the final settlement and adjustments of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the accounts Departments authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined by the Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post about the facts of the movement of the final bill and the amount thereof.
- Clause-7 (a)** The deduction referred to in Clause-I herein before or such part thereof as may be due to contractor under this contract shall be payable to contractor after a period of three months has lapsed after the payment of final bill.
- Clause-8** **Bills to be submitted monthly:** A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor do not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient and the Engineer-in-charge may prepare, a bill from such list which shall be binding on the contractor in all respect.
- Clause-9** **Bills to be on printed forms:** The contractors shall submit all bills, in triplicate, on printed forms to be had on application from the office of the Engineer-in-charge and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra works ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.
- Clause -10** If the specification of estimate of the work provides for the use of any special description of materials to be supplied from Engineer-in-charge's store or if it is required that contractor shall use certain store to be provided by the Engineer- in-

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning for effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the said schedule of memorandum may be set off or deducted from any sums due or thereafter to become due, to the contractor under the contract or otherwise against or from the security deposit. Materials supplied to the contractor shall remain the property of the HSWC and shall be kept in safe custody of contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge & shall all times be opened for inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Engineer-in-charge's store if by a notice, in writing, under his hand he shall so require, but the contractor shall not be entitled to return any such materials without such consent and shall have no claims for compensation on account of any such materials to be supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

Clause 11 Works to be executed in accordance with specifications drawing orders etc:

The contractor shall execute the whole and every part of the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with Haryana P.W.D. specification latest edition / specifications as may be specifically provided for. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work (signed by the Engineer -in-charge) and lodged in the office and to which the contractor shall be entitled to have access at his office or at the site of the work. For the purpose of inspection during office hours, the contractors shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs and instruction as aforesaid.

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

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

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

Clause 12 Alterations in specifications and designs: The Engineer-in-charge shall have power to make any alteration or omission or additions from the original specifications, drawings designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

bound to carry out the work in accordance with the instructions given to him, in writing, duly signed by the Engineer-in-charge and such alterations omissions, additions or substitutions shall not invalidate the contract & any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same rates, terms & conditions on which he agreed to do the main work. The time for the completion of the works shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the Haryana schedule of rates, subject to the same percentage above or below for items and if such class or work is not entered in the Haryana PWD Schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work. If Engineer-in-charge does not agree to his rate, he shall by notice, in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the respective Managing Director, HSWC shall be final.

- Clause 13 No compensation for alteration in or restriction of work to be carried out:** If at any time, after the commencement of the work, the Haryana State Warehousing Corporation shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the contractors who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage which he might have derived from execution of the work in full which he did not drive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work originally contemplated.
- Clause 14 Action and compensation payable in case of bad work:** If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any material or article provided by him for the execution of the work are unsound or of a quality inferior to the contract or otherwise not in accordance with the contract, the contractor shall on demand, in writing, from the Engineer-in-charge specifying the work, materials or articles complained or not notwithstanding that the same may have been inadvertently passed, certified and paid for the forthwith rectify or removed and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or article at his own charge and cost. In the event of its failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

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

- Clause 15 Work to be open to inspections, contractor or his responsible agent to be present:** All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times, during the usual working hours and at all other time with reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly authorized, in writing, present for that purpose. Orders given to the contractor's agent shall considered to have the same force as they had been given to the contractor himself.
- Clause 16 Notice to be given before work is covered up:** The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without the consent, in writing, of the Engineer-in-charge or his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- Clause 17 Contractor liable for damage done and for imperfections for 12 months after certificate:** If the contractor or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working, on any building, Road, Fence, enclosure or grass, land, cultivated ground or the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its completions, shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses and in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the contractor or from his security deposit.
- Clause 18 Contractor to supply plant ladders, scaffoldings etc:** The contractor shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliances, ladders, cordage, scaffolding and temporary works required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor, and the expense may be deducted from any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof.

The contractor shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, actions or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

- Clause 19** No female labour shall be employed within the limits of Cantonment.
- Clause 19A** No labour below the age of 12 years shall be employed on the work..
- Clause 19B** The contractor shall pay his labourer not less than the wages determined under minimum wages act for the District.
- Clause 20** No work shall be done on Sunday without the sanction, in writing, of Engineer-in-charge.
- Clause 20A** **Contractor liable for payment of compensation to injured workman or in case of death to his relations:** In every case in which by virtue of the provision of section 12, sub section (1) of the workmen's compensation Act, 1923. Haryana State Warehousing Corporation is obliged to pay compensation to workman employed by the contractor, in execution of the works. Haryana State Warehousing Corporation will recover from the contractor the amount of the compensation so paid and without prejudice to the right of Haryana State Warehousing Corporation under section 12, sub section (2) of the said acts, Haryana State Warehousing Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security or from any sum due to the contractor, whether under this contract or otherwise. Haryana State Warehousing Corporation shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said act except on the written request of the contractor and upon his giving request to Haryana State Warehousing Corporation full security for all costs for which Haryana State Warehousing Corporation might become liable in consequence of contesting such claim.
- Clause 21** **Work not be sublet. Contract may be rescinded and security deposit forfeited:** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall reassign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, reward or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Haryana State Warehousing Corporation, in any way relating to his office or employment or if any such officer or person shall become in any way directly or the indirectly interested in the contract, the Engineer-in- charge may thereupon by notice, in writing, rescind the contract and

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Haryana State Warehousing Corporation. The same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

Clause 22 **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:** All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 22A Deduction of amounts due to Government on any account whatsoever to be recoverable from sums payable to a contractor: Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Haryana State Warehousing Corporation by the contractors in respect of this contract or any other contract or work order for any sum whatsoever shall be recoverable from the contractor from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of the Haryana Government / Haryana State Warehousing Corporation.

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

Clause 24 Work to be under directions of Executive Engineer: All works to be executed, under the contract shall be executed under the directions of and subject to the approval of the Executive Engineer, Haryana State Warehousing Corporation Panchkula for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced or from time to time carried on.

Clause 25: Claims for payment of any extra ordinary nature to be referred to HSWC for decision: No claims for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-In-Charge or claims for compensation where work has been temporarily brought to a standstill with no fault of the contractor, shall be allowed unless and to the extent that the same shall have been sanctioned by the Haryana State Warehousing Corporation.

Clause 25(A): (i) If any dispute or difference of any kind whatsoever shall arise between the HSWC/or authorized representative of HSWC and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred to, for being settled by the Executive Engineer-In-Charge of the work at that time and Executive Engineer-In-Charge shall within a period of sixty days after being requested, in writing, made by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-In-charge as aforesaid, with all due diligence whether HSWC/or authorized representative of HSWC or contractor requires arbitration as hereinafter provided for, or not. If the Executive Engineer, In-

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer, In-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days, after being requested, from the date on which request has been made to the Executive Engineer In-Charge request the Managing Director, HSWC that the matters in dispute be relevant to arbitration, as hereinafter provided.

- (ii) All dispute or difference in respect of which the decision is not final and conclusive shall at the request, in writing, of either party, made in a communication sent through Registered A.D. Post, be referred to arbitration, to be nominated by designation by the Managing Director, HSWC at the relevant time. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. servant/in service of HSWC or that he had to deal with the matters to which the contract relates in the course of his duties as a Govt. servant/in service of HSWC he has expressed his views on all or any of the matter in dispute. The Arbitrator to whom the matters is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- Or
- In case the arbitrator nominated by the Managing Director, HSWC is unable or unwilling to act as arbitrator such for any reason, whatsoever the Managing Director, HSWC shall be competent to appoint and nominate any other person 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 Managing Director, HSWC shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25000/- the arbitrator must invariably give reasons for his award in respect of each claim and counter / claims separately.
- (iv) The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counterclaim individually and that any lump-sum award shall not be legally enforceable.
- (v) The following matters shall not lie within the preview of arbitration: -
- a) Any dispute relating to the levy of compensation as liquidated damages, which has already been referred to the Managing Director and is being heard or/ and has been finally decided by the Managing Director.
 - b) Any dispute in respect of substituted, altered, additional work/omitted work / defective work referred by the contractor for the decision of Executive Engineer of the work if it is being heard or has already been decided by the said Executive Engineer.
 - c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the HSWC and has been so decided finally by the HSWC.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

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

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

Amount of claims	Rate of security deposit
i) For claims below Rs. 10,000/-	- 2% of amount claimed.
ii) For claims of Rs. 10,000/- and above & below Rs. 1,00,000/-	- 5% of amount claimed
iii) For claim of Rs. 1,00,000/- and above	- 7.5% of amount claimed.

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

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

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

- a) of the date of completion of the work as certified by Executive Engineer-in-charge or
- b) of the date of abandonment of the work, or
- c) of its non commencement within 56 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

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

- withdrawal of the work from the contractor in whole or in part and/or its recession, of
- e) of receiving an intimation from the Executive-Engineer-in-charge of the work that final payment due to or recovery from the contractor has been determined which he may acknowledge and, or receive.

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

If the matter is not referred to arbitrator within the period prescribed above, all the claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

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

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

(xii) It is also a term of the arbitration that subject to the stipulation herein mentioned, the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1940 or any other law in force for the time being proceedings shall be conducted in accordance with the provision of Arbitration Act, 1940 or any other law in force for the time being.

Clause 26 No alteration in contract rates be admissible in consequence of fluctuation in railway freight or on account of material which is required by a contractor in the manufacturing of an article to be supplied under this contract e.g. fluctuation in railway freight on coal required for burning bricks will not be taken into consideration, or for an article which forms part of a finished work for purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place 'B' to form part of finished work.

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

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

payable to him under the provisions of this clause.

- Clause 28** **Action where no specification:** In case of any class of work for which there is no specifications as is mentioned in Rule 1, such work shall be carried out in accordance with the district specifications and in the event of there being no district specification, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.
- Clause 29** **Definition on work:** The expression "Work or Works" where used in these conditions shall unless specified either in subject or context repugnant to such construct or be construed & taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- Clause 30** The percentage referred to at page- of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Haryana State Warehousing Corporation or direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the Haryana PWD Schedule of Rates 1988.
- Clause 31** Unless otherwise specified in the contract, the term "Engineer-in-charge" referred to in the tender and contract for the work means Executive Engineer, HSWC, Division I, Panchkula.
- Clause 32** The contractor shall be responsible for making his own arrangements for securing licences for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements.
- Clause 33** The contractor undertakes that he is not related to any of the officers employed by the Haryana State Warehousing Corporation.
- Clause 34** No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default, the pit so dug will be filled in by the department at the cost of the contractor plus 14% departmental charges.
- Clause 35** All royalty and compensation for building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.
- Clause 36** The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable including labour cess .
- 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 HSWC 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

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

follow the fair wage clause attached.

- Clause 39** Any material left on the site of work after one month from the date of completion of the work shall become the property of the HSWC and no payment shall be made for it.
- Clause 40** The amount of the work can be increased or decreased according to the requirement of the corporation and no claim whatsoever on this account will be entertained.
- Clause 41** HSWC reserve the option to take away any items of the work or part thereof at any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.
- Clause 42** No claim on account of fluctuation in prices due to war or any other cause will be entertained.
- Clause 43** The contractor shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.
- Clause 44** No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the "list of material to be issued to the contractor" by the department and consequent delay in the execution of work.
- Clause 45** The contractor will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.
- Clause 46** The terms and conditions of the agreement have been explained to me / us and I / we clearly understand them.
- Clause 47** All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc. shall be provided by the contractor at his own cost and nothing extra is payable on this account.
- Clause 48** With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor / firm.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR



HARYANA STATE WAREHOUSING CORPORATION

CONTRACTS LABOUR REGULATIONS

1. Short titles: These regulations may be called Haryana (1) Contractor's Labour Regulations.

2. Definitions in these regulations unless otherwise expressed or indicated the following words and expression shall have the meaning given herein against them respectively that is to say.

a) "Labour" means workers employed by the contractor directly or indirectly through sub contractor or other person or by an agent on his behalf.

- b) Fair wages means wages whether for time or piece work notified at the time of submitting tender of the work and where such wages have not been so notified the wages prescribed by the Haryana Public Works Department for the district in which the work is done.
- c) "Contractors" shall include every person whether a sub-contractor or headmen or agent employing labour on the work taken on contract.
- d) "Wages" shall have the same meaning as defined in the payment of wages Act, 1936 and include time and piece rate wages.

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

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

FIXATION OF WAGES PERIODS:

- 5. (i) The contractor shall fix wage periods in respect of which the wages shall be payable.
- (ii) No wage period shall exceed one month
- (iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of wage period in respect of which the wage are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the day of expiry of the month in which his employment is terminated.
- (v) All the payment of wages shall be made on working day.

6. **Wages book and wages slip etc.**

- [1] The contractor shall maintain a wage book of each worker in such form as may be convenient but this shall include the following particulars.
 - (a) Rate of daily or monthly wages or contract wages.
 - (b) name of work on which employed.
 - (c) Nature of work on which employed.
 - (d) Total number of days worked during each wage period and total amount payable for the work during wage period.
 - (e) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
 - [2] The contractor shall also maintain a wage slip for each worker employed on the work.
 - [3] The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Slip to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.
7. [1] Fines and deductions which may be made from the wages of a worker shall be paid to him without any deduction of any kind except the following.
- a) Fines.
 - b) Deductions for absence from duty i.e. from the place or places where by the term of his employment he is required to work. The amount of deduction shall be proportion to the period for which he was absent.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for less or more for which he is required to account where such damage or loss is directly attributable to his neglect or default.
 - d) Any other deduction which Haryana State Warehousing Corporation may from, time to time allow.
- [2] No fine shall be imposed on a worker and no deduction for damage shall made be from his wages until the worker has been given an opportunity or showing causes against such fines or deductions.
- [3] The total amount or fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paisa in a rupee of the wage payable to him in respect of that wages period.
- [4] No fine imposed on a worker shall be recovered from him installment or after expiry of 60 days from the date on which it was imposed.
8. **Register of fines act-8 [1]** The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deductions for damage or loss, which was made.
- [2] The contractor shall maintain a list in English and local Indian Language clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clear and legible condition at conspicuous place on the work.
9. **Preservation of Books** – The wage book, the slip and the register of fine deductions required to be maintained under the regulation shall be preserved for 12 months after the date of last entry made in them.
10. **Powers of Labour Welfare Officer to make investigation or Enquiry** – The Labour Welfare Office or any other person authorized by the Haryana State Warehousing Corporation on their behalf shall have power to make enquiry with a view to ascertaining and enforcing due and proper observances of the wage clause & the provisions of these regulations. He shall investigate into any complaint regarding the default made by contractor – sub contractor in regard to such provision.
11. **Report of labour welfare officer.** The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the labourers with a note that necessary deduction from the contractors bill be made and wages of the other dues be paid to the labourers concerned.
12. **Appeal against the decision of Labour Welfare Officer** Any person aggrieved by the decision and recommendation of the labour welfare officer or other person so authorized may appeal, against such decision to the Labour commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
13. No party shall be allowed to be represented by a lawyer during any investigation or enquiry appeal or any other proceedings under these regulations.
14. **Inspection of Register** The contractor shall allow inspection of the wages book and wages slip to any of his workers or to his agent at a convenient time and place after due notice received or the labour welfare officer or any other person authorized by the Haryana State Warehousing Corporation on his behalf.
15. **Submission of return** The contractor shall maintain and submit periodical return as may be specified from time to time.
16. **Amendment** The Haryana State Warehousing Corporation from time to time add or amend these regulations and or any question as to the application, interpretation or effect of these regulation the decision of the Labour Commissioner to Haryana Government or any other person authorized by the Haryana State Warehousing Corporation in that behalf shall be final.
17. The contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

- a) Suitable temporary hutting accommodation.
- b) Trench Latrin, bathing enclosure, platforms, separately for men and women with regular clear Drinking Water. In the event of his failure to provide any or all the amenities, the same shall be provided by the Haryana State Warehousing Corporation and cost thereof shall be recovered from the contractor. Any dispute regarding above point shall be settled by the Engineer-in-charge and his decision shall be final.

FAIR WAGES CLAUSES

- (a) The contractor shall pay not less than fair wage to labour engaged by him on the work.
Explanation:
Fair wage means wage whether for time or piece work notified at the time of inviting tenders of the work and where such wages have not been so notified, the wage prescribed by the Public Works Deptt., Building and road branch, Haryana for the district, in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, cause to be paid fair wages to labours, indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Public Works Deptt. Contractors' Labours Regulations made by Government from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.
- (d) The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the regulation referred to in clause (c) above).
- (e) Vis-à-vis the Haryana State Warehousing Corporation, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors, the authorities concerned should obtain a certificate from the contractor that he has made payment to all workers connected with the execution of the work, for which the payment is being made.
- (i) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the most. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid overtime wages, at the double the ordinary rate of their wages, calculated by the hour.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

AFFIDAVIT

I _____ S/o Sh. _____ resident _____

Section _____ 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 HSWC / Haryana Govt. / Govt. of India from time to time never had any connection and interest in my business.
2. That the above said contractor / persons / firms do not have any substituting in my business.
3. That the said persons / firms are not employee of my firm and are not in any way connected with my business.
4. That the said person / firms has submitted his bid online in the respective envelopes.
5. I / we have read all the clauses and terms & conditions mentioned in the contract & agree to abide by them fully. In case of any default on our part action under relevant clause may be taken without any intimation to us.

DEPONENT

WITNESS

DATED:

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed and I shall be held responsible if found not abide by the above mentioned items for the tender or the tender document of this work.

DEPONENT

WITNESS

DATED:

GENERAL NOTES/ CONDITIONS

1. This contract schedule of rates is an extract of the relevant items from the Haryana PWD schedule of rates, 1988 and is to be read with another schedule attached hereto namely as the "SCHEDULE OF CEILING PREMIA" for the purpose cross reference against each item s the chapter no. and the item no has been indicated.
2. The above rates are for the complete items including cost of all material labour, tools and plants etc. unless otherwise specified.
3. All clauses and notes given in the Haryana PWD Schedule of rates 1988 with up to date amendments i.e. up to the date of tender shall be applicable on all above items where ever necessary.
4. The description rates units etc. of the above items shall be corrected as per Haryana P.W.D. schedule of rates 1988 in case of any error of omission.
5. Nothing shall be paid for unforeseen delays on account of non-availability of any kind of material, drawing or design etc.
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 P.W.D. Specification 1990 edition or as per MORT&H specification latest edition with up to date correction slips.
8. In case contract schedule of rates, only essential portion or items has been written it will deem to cover the entire fully described in Haryana P.W.D. Schedule of rates subject to the foot notes and notes given in the Haryana P.W.D. Schedule of rates, 1988.
9. The work shall be considered to be situated within the Municipal Limit for all purpose.
10. No. claim will be entertained from the contractor in case any mistake description, rates or units accrue in any of the item taken in the schedule while composing this schedule or on account of typing or comparison over sighting. If there is any mistake the same shall be rectifiable at any stage as per Haryana P.W.D. schedule of rates. 1988 by the Engineer-in-charge along with the amendments of the same received from time to time.
11. For some of the items approximate quantities have been given in the contract schedule of rate and these can vary at the time of execution of the work. The payment will however be made according to the actual work done by the contractor and accepted by the Corporation
12. The amount of work can be increased or decreased. The contractor will have no claim on this account.
13. The items given in the contract schedule of rates can be changed by the Engineer-in-charge and its execution will be binding over the contractor.
14. No claim on account of fluctuation in prices due to any reason what so ever will be considered.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

15. The list of ceiling Premium admissible on various item contained in various chapter of Haryana P.W.D. Schedule of rates 1988 is attached with the Notice inviting Tender and shall form the part and parcel of this contract schedule of rates. All those items which do not fall within Haryana PWD schedule of rates 1988 the ceiling premium shall be "ZERO".
16. Any item of work not provided in the contract schedule of rates 1988 if required to be executed will be paid as per Haryana PWD schedule of rates 1988 together with the ceiling exhibited in the NIT for various chapters subject to premium or discount tendered by the contractor where the item exist in Haryana PWD schedule of rates 1988. In case of non schedule items the same will be governed by clause 12 of the tender documents/approved DNIT / Tender form.
17. All the items in the contract schedule of rates are subject to the foot note as given in the Haryana PWD Schedule of rates. 1988 regarding these items.
18. The HSWC reserve the option to take away any item of work or any part thereof at any item during the currency of contract and re-allot to another contractor with the notice of the contractor without liability or compensation.
19. The items of HSR 1988 are described very briefly but the description would mean the complete description in aforesaid P.W.D. schedule of rates 1988.
20. All the pages of the tender for must be signed by the tenderer before submitting the tender failing which the tender shall be treated invalid.
21. The validity of the tender shall be considered as three months and no lower limit even if quoted by the contractor shall be considered.
22. In the D.N.I.T CSR means CONTRACT SCHEDULE OF RATES.
23. Water connection will be given to the contractor and ½% (Half Percent) charges shall be deducted from the bills of the work done including cost of material. Material required for water connection will be arranged by the contractor
24. The successful tenderer shall have to sign an "Affidavit" to the effect that he has no relation or connection with the firm/ contractor black listed by the Haryana Govt./ Govt. of India from time to time and that he has read terms & conditions of the agreement and agrees to abide by them fully. The form of affidavit is annexed with the DNIT.
25. Undersigned reserves the right to reject any or all tender(s) without assigning any reasons.
26. The Engineer in charge may issue notice to the contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The contractor shall remove the defects within the period specified in the notice and compliance report be submitted to the Engineer-in-Charge. However non issue of notice will not absolve the contractor from this responsibility.
27. In case the contractor fails to make good the defects, within reasonable time period the Engineer-in-Charge may engage any other person to make good such defects and all expenses consequent and incidental there to shall be borne by the contractor.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

28. The contract / defect liability period shall not be considered as completed until a satisfactory maintenance certificate has been signed by the Executive Engineer.
29. The work shall be carried out as per the instructions of Engineer-in-charge or his representative.
30. HSWC will not be responsible for pay other Taxes/charges/livable by the Government / Municipal Council etc from time to time.
31. Contractor is required to maintain all mandatory precautions including display of sign boards barricading etc. during execution of work, and he is fully responsible for any loss / compensation in case of accident/ mis-hapening at the site of work.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

GENERAL TERMS & CONDITIONS

1. Intending tenderers are advised to carefully study the DNIT/Estimate/specifications/Building plan etc. which may be seen in the office of the undersigned on any working day.
2. Contractor will be required to present proof of enlistment/renewal of the enlistment as well as performance certificate of works(s) of similar nature and magnitude at the time of opening of Tender bid.
3. Tender submitted in any other form or through any other means or to any person/branch of the Corporation shall not be entertained. In case the office feels that such an action has been taken by the contractor for malafide reason, he may be de-listed/debarred from tenders in future.
4. The addition/alteration, if required, will be added as per site requirement at the time of execution.
5. The E-tenders shall be opened **at the time & date given in Notice inviting tender.**
6. The rates quoted should be written legibly both in words and in figures. Any over writing/cutting/correction in the tender will make it liable to be rejected.
7. The rates shall be valid for at least 90 days from the date of opening of tenders.
8. The rates should be based on DNIT/HSR 1988 with the ceiling premium as mentioned in the DNIT. The rates are to be quoted in the manner as specified.
9. The rates for earth filling, wherever required should be quoted inclusive of compaction, watering, ramming with road roller and any other process whichever required. The rates of Non Scheduled items mentioned in the DNIT, may be mentioned separately.
10. Recovery of old dismantled material should be on actual basis and not on percentage basis. Further, the recovery of old dismantled material should not be quoted at less than the estimated cost.
11. The rates should be quoted only at the appropriate place in the tender form. HSR item rates should not be split up and only single rate should be quoted.
12. Conditional tenders will be outrightly rejected.
13. Contractors should quote their lowest possible rates going carefully through the DNIT. Inclusion of any condition stipulated by a contractor to the effect that his rates are negotiable or that he is prepared to undertake the job at some percentage less than the lowest rates offered or that he is ready to negotiate further or any other similar condition will render the contractor liable for delisting / debarment for future tenders.
14. If at any time after the commencement of the work, the Haryana State Warehousing Corporation shall for any reason whatsoever nor require the whole thereof as specified in the tender to be carried out the Engineer-in-charge shall give notice in writing of the facts

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full which he did not derive consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specification, drawing, design and instructions which shall involve any curtailment for the work as originally contemplated.

15. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof any then taken back by the contractor provided, however, that the Engineer-in-charge shall have in all such cases the option of taking over all or any such material at their purchase price or at local current rate whichever may be less.
16. The Corporation reserves the right to accept/reject any or all tenders without assigning any reason and the right to call some or all the tenderers for further negotiations, if required.
17. The technical bid which shall include:
 - a. Earnest money (Demand draft in original).
 - b. Tender fee (Cash receipt/demand draft in original).
 - c. Copy of valid Enlistment.
 - d. List of works executed by the agency, as per provision in the DNIT.
 - e. Self attested certificate from the agency that they have neither been black listed nor debarred by any office.
18. **Cement & Steel shall be arranged by the contractor as per detail below:-**
 - i. Structural Steel will be of TISCO, SAIL & RINL make. Other items of steel shall be of ISI brand. No payment for steel material which is outside the make/brand specified in the tender document shall be made.
 - ii. I.S.I. marked 43 grade Ordinary Portland Cements as per I.S. 8112 (Latest) packed in HDPE bags of 50kg each from the reputed firm from Shree Ultra, Birla , J.K., Ambuja, Jaypee etc. or as approved by Engineer-in-Charge is to be used by the Contractor.
 - iii. Cement supplied by the agency shall be got tested from Shri Ram Test House/ NIT Kurukshetra/Govt. Labs by the Corporation. In case sample is not found up to the specification than the testing expenditure will be borne by the agency and material is to be replaced.
 - iv. The Cement manufactured by the mini Cement plant shall not be allowed to be used.
19. Secured advance up to 75% on steel items and 60% on bricks is payable on production of bill. The same shall be recovered on actual usage basis while making payments.
20. The payment to the contractor shall be released after recovery of all taxes in force or coming into force including labour cess.
21. The intending agencies should quote the rates after verifying the availability of building material. Nothing extra shall be paid on account arrangement of material from far flung areas nor any extension in time limit shall be granted on this account.
22. The terms & conditions and can also be seen in the office of the undersigned on any working day during working hours.
23. Statutory deductions including Income tax, Sales tax, labour cess, service tax etc. shall be made as per policy/guideline/notification of State/Central Govt. and mandatory deductions shall be made from bills of any payment due to the corporation or any other office of State/Central/Board/Corporation.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

SUPPLEMENTARY CONDITIONS OF CONTRACT

1. The material should be brought from the sources of quarries specified by the Engineer - In charge. All the clause of preliminary specification in the Haryana P. W. D. as modified upto date shall be applicable to this work.
2. The rates quoted in the tender are applicable till the completion of the contract and no variation by way of extra will be allowed under any circumstances even if it involves controlled commodities. The rates given in the schedule of rates are inclusive of Octroi, terminal tax, Royalty and all other taxes and charges.
3. No claim in respect of Sales tax labour cess or any other local taxes which might be in existence or which might hereafter be imposed will be admissible.
4. The contractor shall cooperate with other special agencies who may be engaged by the employer and shall offer all responsible facilities for the execution of such work during the process of construction and repairs.
5. Secured advance if payable will be paid @75% of value for all steel items and 60% on bricks the brought to site and laying at site but not used in work up to the time of billing subject to production of valid cash memos. Recovery shall be affected only to the extent the quantity used in the work up to the time billing. The watch and ward of material shall be the responsibility of the contractor and in case arrangement to the satisfaction of Engineer-in-charge are not made by the contractor, the same shall be made by the department at the cost of contractor. Execution of Indenture on the prescribed form is prerequisite. Corp. will not own responsibility of any loss of such material on account of theft, fire or damage otherwise before its actual consumption.
6. The work shall be carried out strictly in accordance with the relevant drawings and specifications. The contractor shall make no alterations in the drawing and specifications and should any error or discrepancy appear in them he shall refer it to the Engineer-in-charge in writing for proper adjustment and further instructions.
7. The contractor shall not suspend the work (unless so ordered by the Engineer-in-charge) pending the Engineer-in-charge's decision referred to him in this contract.
8. The Engineer- In charge may from time to time by direction in writing without in any way violating or affecting the contract, order the contractor to suspend the work of any part thereof at such time or time as the Engineer-in-charge may deem desirable and for any thereof proceed with the work directed to be suspended until he receives a written order to do so from the Engineer-in-charge.
9. **TESTING OF MATERIAL:** i) Mild steel reinforcement and structures either in the forms of rounds or flat shall conform to latest Indian standard Code Practice. The specimen of cement/steel and concrete can be got tested whenever desired by the Engineer-in-charge. The method of testing & interpretation of result shall be as per the relevant clause of the Indian Standard Code of Practice.
ii) The testing shall be got done by the Corporation and in case the results do not conform to the specification the entire testing charges shall be recovered from the contractor.
iii) The working contractors are required to maintain a site laboratory of required standards for testing of bricks, concrete, fine aggregate & coarse aggregate as desired the Engineer-In-Charge.
iv) In case the working contractor does not set up the field testing lab. of required standards as approved by the site in -charge a penalty of Rs.10,000/- per month shall be levied for not setting up of the lab. from 2nd month of contract onwards. The site incharge shall furnish certificate in the 1st running bill or by the end of 1st month that the working agency has set up the field testing lab.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

10. FIRST AID AND LIFE SAVING EQUIPMENTS: The contractor shall provide upon the works to the satisfaction of the Engineer-in-charge and such place as he may appoint proper and sufficient life saving, fire fighting and first aid appliances, which shall at all times be available for use.
11. SITE ORDER BOOK: The contractor shall also maintain an order book at the site of each of the works wherein the instructions of the Engineer-in-charge or his representative about the work shall be recorded. The order book shall be the property of the Corpn. & the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book once a day in taken of his having perused the orders.
12. The Engineer-in-charge has full power to remove from the premises all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise 10 such materials. The Engineer-in-charge has also full powers to acquire other proper material to be substituted therefore and in case of default, the Engineer-in-charge may cause the same to supplied and all cost which may accrue on such removal and substitution are to be borne by contractor.
13. The contractor shall pay not less than fair wages applicable in the locality to labourers engaged by him on the work. All other labour laws applicable shall be strictly adhered to.
14. If the contractors are a partnership firm, the previous approval in writing of the Engineer- shall be obtained any change is made in the Constitution of the firm. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of relevant clause hereof and the same action may be taken and the consequence shall be ensured as in provided in the said clause.
15. The contractor shall make his own arrangements for providing accommodation for labour as may be required in accordance with local regulations.
16. The contractors shall deposit royalty and obtain necessary permit for supply of earth, aggregates etc. from the concerned authorities.
17. In respect of all labour directly or indirectly employed in the work or performances of the contract part of this agreement the contractor shall comply with or cause to be complied with regulation for hutting accommodation of labour as per Haryana PW.D. Code Rules.
18. Actual quantities of completed measured and accepted work shall only be paid.
19. The contractor shall be entitled to any payment of account of work done till he sign his agreement and the same is accepted by the competent-authority
20. Amount of the work may be increased/decreased and any item Committed of or substituted in accordance with requirement of the Corporation and no claim on this amount shall be entertained.
21. In case of any quantity of cement, steel, paints or other commodity issued from the stock in the contractors by the Engineer-in-charge for use on the work for which it is issued, is not utilized for the purpose of which it is issued and is otherwise disposed off by him or spoiled or allowed to get deteriorated or used in excess of the quantities actually required to be used as per specification herein stipulated or those fixed by the Engineer-in-charge the cost of such quantity of that material shall be recoverable from the contractor at double the rates at which it is agreed to be supplied to the contractor,
22. Whenever water will be supplied by the corporation recovery on account of water shall be made from the contractor at the rate of 0.5 % of the amount of items where water has been used.

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR

23. Income tax will be deducted from the bills of the contractor according to section 195- of Income Act and instructions issued from time to time.
24. The recovery of cement supplied by corporation. to the contractor for use on corporation work will be made as per the latest P.W.D. norms.

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

.....
EXECUTIVE ENGINEER

.....
WITNESS

.....
SIGNATURE OF CONTRACTOR