

Housing Board Haryana Rohtak



Detail Notice Inviting Tender

For

LAND SCAPING OF PARKS INCLUDING ELECTRICAL WORK IN HOUSING BOARD COLONY, DADRI GATE, CIRCULAR ROAD BHIWANI.

Estimated amount:	Rs. 4.00 Lacs
Earnest money:	Rs. 8,000/-
Time limit:	Three months.
Date of close of sale of tender forms.	17.11.2011 at 5.00 PM
Date of receipt of tenders.	18.11.2011 upto 3.00 PM
Date of opening of tenders.	18.11.2011 at 3.30 PM

**Executive Engineer,
Housing Board Haryana,
S C O: 164 Sector-3, Rohtak
T. No. 01262-292915 & Fax: 01262-279865
Email.eehbhrohtak@rediffmail.com**

Contractor

Witness

Executive Engineer

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HOUSING BOARD HARYANA, CONSTRUCTION DIVISION ROHTAK

TENDER NOTICE

The tender are hereby invited by the undersigned on behalf of Housing Board Haryana from the contractors currently enlisted in the appropriate category with any State Government, Central Government, M.E.S., Public sector undertakings or any organization that has taken similar Works valuing not less than Rs.20 crores during each of last three years. The agency of appropriate class are only eligible who have successfully completed two similar works each of value not less than 50% of the estimated cost or one similar work of value not less than 80% of the estimated cost of the relevant packages in the last five years. The cost of works executed by the tenderer shall be **up dated @10% per annum** compoundable:

Sr. No	Name of work	Estimated cost (Rs. in Lacs)	Tender document Cost (in Rs.)	Earnest Money (in Rs.)	Time limit	Last date of Sale of tender document	Last date & time of receipt & opening of tender
1	Land Scaping of Parks including Electrical Work in Housing Board Colony, Dadri Gate, Circular road Bhiwani.	4.00 Lacs	500/-	8,000/-	Three months	17.11.2011 Upto 5.00 PM	Receipt 18.11.2011 3.00 P.M. & opening 18.11.2011 3.30 P.M.

CONDITIONS:

- The tender documents & details can be seen & obtained from the office of Executive Engineer, Housing Board Haryana, Panchkula, Karnal, Rohtak, Gurgaon, Faridabad and from the office of Chief Engineer, Housing Board Haryana, Plot No C-15, Awas Bhawan, Sector-6, Panchkula. Tender documents are available on the Web site www.tenders.gov.in and www.hbh.nic.in The interested tenderers can download the documents through internet accordingly and can submit the tenders duly completed along with tender document fee in shape of Demand Draft / Pay order / Banker's Cheque in favour of Housing Board Haryana Payable at Rohtak (nonrefundable). The cost of the tender fee should be enclosed in the envelope containing earnest money. If the tenderers fail to enclose the tender documents fee along with his tender then his tender will not be considered.
- The tenderers should submit his offer in two envelopes .Terms and conditions shall be put in first envelop subscribed as "**Conditions Bid**" duly sealed and submitted along with price for withdrawal of each condition. The earnest money and copy of latest enlistment in appropriate category duly attested and list of works completed and in progress of the requisite magnitude along with attested copies of certificate testimonial of their satisfactory completion from the department concerned will also be enclosed in 1st envelop. The 2nd envelop subscribed, as "**Price Bid**" shall contain only the rates and no other conditions, clarification or observations. 2nd envelope of only that contractor will be opened who will fulfill conditions and eligibility criteria. Any departure from the above would make the tender invalid and it will not be opened and if erroneously opened, will not be considered at all.
- Conditional tenders shall be rejected out rightly.

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4. In case, the date of receipt of tender happens to be holiday then the tender will be received on the next working day.
5. The agency enlisted with organization other than Housing Board Haryana and in whose favour work is awarded they will have to get themselves enlisted with Housing Board Haryana. They will have to submit the requisite documents for enlistment on prescribed preform within 30 days from the date of issue of allotment.
6. The contractual agency is required to deposit earnest money @ 2% of the **Estimated Cost** of work as mentioned in tender notice which will be accepted in the shape of Demand Draft/Pay order /Banker's Cheque in favour of Housing Board Haryana Rohtak payable at Rohtak of any schedule bank. **No other form of payment for earnest money will be accepted.**
7. The contractor shall associate an eligible Electrical contractor for the execution of Electrical works. The contractor executing the electrical works under this contract must be enlisted with C.P.W.D, M.E.S, and Department of Telecom, Railways or State P.W.D of any State. The name of the eligible Electrical contractor along with his consent shall be submitted by the main civil contractor to the concerned Executive Engineer before the award of the tender along with certified copy of Class-A license issued by the competent authority.

For and on behalf of Housing Board Haryana

(Er. R. S. Malik)
Executive Engineer,
Housing Board Haryana
SCO 164 Sector -3, Rohtak
TEL.No.01262-292915 Fax No. 279865
Mobile Number: 9215303636
Email: eehbhrohtak@rediffmail.com

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HOUSING BOARD HARYANA, ROHTAK
DIRECTION FOR THE GUIDANCE OF CONTRACTORS AND GENERAL RULES

1. Tenders are hereby invited on behalf of Housing Board Haryana from the contractors currently enlisted in the appropriate category with any State Government, Central Government, MES, Public Sector Undertakings or any Organization which has undertaken construction works of not less than Rs.20 Crores during each of the last three years. The contractors of appropriate class should submit at the time of applying for tender papers, certificate(s) from appropriate authorities of having successfully completed two similar works each of value not less than 50% of the estimated cost or one similar work of value not less than 80% of the estimated cost of the relevant packages in the last five years. For this purpose 'cost of work' shall mean gross value of the completed works including the cost of materials supplied by the client organizations but excluding the materials those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer or equivalent. The cost of works executed by the tenderer shall be updated @ 10% per annum compoundable.

Note: Following factors shall be used for updating the cost of works @ 10% per annum:

Year Before	Multiplying Factor
One	1.10
Two	1.21
Three	1.33
Four	1.46
Five	1.61

2. The tenders will be received by the Executive Engineer, Housing Board Haryana, Construction Division Rohtak at SCO. No. 164 Sector 3 Rohtak, in double envelope system up to **1500 hours on 18.11.2011**. The envelopes of tenderers will be opened on **18.11.2011 at 1530 hours** in the office of Executive Engineer, Housing Board Haryana Rohtak by the Executive Engineer concerned in the presence of tenderers or their authorized representatives, who may like to be present. The second envelope containing the "**Price Bid**" will be opened after proper scrutiny of the "**Conditions Bid**" & other documents contained in first envelope.
3. Earnest money @ 2% of the estimated cost as mentioned in tender notice which will be accepted in the shape of Demand Draft/Pay order /Banker's Cheque in favour of Housing Board Haryana Rohtak payable at Rohtak of any schedule bank. **No other form of payment for earnest money will be accepted.** (In case of Demand Draft, the draft shall be payable at Rohtak) must accompany each tender and tender is to be in the sealed cover subscribed the name of work and addressed to Executive Engineer, Housing Board Haryana, Rohtak.
4. The contractual agency in whose favour allotment of work will be approved shall have to deposit the remaining amount to make earnest money 2% of the estimated cost of work as mentioned in the tender notice within seven days from the date of intimation from the Executive Engineer before issuance of allotment letter of the work. In case the agency, fail to deposit the remaining amount by the stipulated date intimated by Executive Engineer then earnest money deposited by the agency would be forfeited.

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5. Tenders are to be on the prescribed form on **Percentage Rate Tender and contract for works**, which can be obtained from the Office of Executive Engineer, Housing Board Haryana, Rohtak or from the office of Executive Engineer, Housing Board Haryana, Panchkula, Karnal, Gurgaon & Faridabad. The tender documents can also be obtained from the office of Chief Engineer, Housing Board Haryana, Plot No. C-15, AWAS BHAWAN, Sector-6, Panchkula. The prescribed form contains the "Condition of the contract" to be complied with by the person whose tender may be accepted. Applicant will be required to pay the tender cost supplied to them as mentioned in the notice in shape of Bank Draft or Pay order (Non Refundable). Tender documents are also available on the Web site www.tender.gov.in and www.hbh.nic.in Interested tenderers can download the documents through internet and can submit the tenders duly completed along with tender document fee as mentioned against each tender in shape of Demand Draft / Pay order / Banker's Cheque in favour of Housing Board Haryana Payable at Rohtak (non refundable) of the day on or before the closing date and time of the tender. The cost of the tender should be enclosed in the envelope containing earnest money. If the tenderers fail to enclose the tender documents fee of **Rs. 500/-** along with his tender then his tender will not be considered.
6. The sale of tender documents will closed on **17.11.2011 at 5 PM**
7. If the prescribed dates is declared holiday due to any reason the next working date shall be the effective date.
8. Tenders submitted telegraphically will not be considered at all and shall be out rightly rejected.
9. The tenderer is advised to visit the site of work, at his own cost, and examine it and its surroundings by itself collect all information that the tenderer considers necessary for proper assessment of the prospective assignment.
10. **The intending tenderer shall fill his offer in the percentage rate above or below on the Haryana Schedule of rates 1988 plus Sanctioned Ceiling Premium as on the date of receipt of tender at its appropriate place, signs all pages of the tender documents and initial all the corrections and cuttings. For Non Schedule items, the intending tenderer will quote a definite rate, if the same are not exhibited. The sanctioned ceiling premium as applicable on the date of receipt of tender on the respective chapter shall also be applicable to the derived rates exhibited in the DNIT, if any.**
11. Further information can be obtained and a schedule of quantities, the details plans and Specifications can be seen at the Executive Engineer's Office between the hours 9.00 AM. to 5.00 PM. on every working day, except Saturday, Sunday and Public Holidays.
12. **The validity of the tender is 90 (ninety) days from the date of opening of tender**, if a tenderer limits the validity to a lesser period in his tender, his tender is liable to be **rejected** .
13. Each tenderer shall give proof to the entire satisfaction of Executive Engineer that he has in possession of **PWD B&R Specifications Book 1990** as applicable to Haryana and amendment till to date.
14. The Executive Engineer reserves to himself the right of issuing the material to the contractor as per list enclosed for use on work at the places and rates noted against each plus 3% storage charges. The contractor shall be held responsible for obtaining all such material required for work from Board's store as per terms of contract, regardless of fluctuations in the market rates or in the stock issue rates of the Division. No carriage or incidental charges will be borne by the Board for moving the materials beyond the place where the contractor has agreed to take delivery thereof, even if there is a specific provision for the payment of carriage and incidental charges in the preface of Haryana P.W.D. Schedule of Rates, 1988.
15. The tenderer shall initial all corrections in his tender as regards percentage, time etc.

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16. Acceptance of tender will rest with the competent authority that does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders without assigning any reason.
17. The tenderer shall comply with the detailed instructions incorporated in the Tender document.
18. The tenderer whose tender is accepted is required to execute a contract agreement on the prescribe form of contract on non-judicial stamp paper of Rs. 100/- and to furnish security for the fulfillment of the contract. This security consists of deduction of 10% from the running payment to be made on account of work done. The 2% earnest money (mentioned in paragraph 3 above) will be treated as part of security.
19. If any information furnished by the Contractual Agency is found incorrect at a later date, he shall be debarred from tendering/taking up works in future in Housing Board Haryana. The Board reserves the right to verify the particulars furnished by the Contractual Agency independently.
20. If the tenderer is an individual, he shall sign the tender documents above his full name with seal and current address.
21. If the tenderer is a proprietary firm, the tender documents shall be signed by the proprietor above his full name with seal and the full name of his firm with its current address.
22. If the tenderer is a firm in partnership, the tender documents shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a person holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the tender document. In both cases a certified copy of the partnership deed and current address of all the partners of the firm with its seal should accompany the tender document.
23. If the tenderer is a Limited Company or a Corporation, the tender documents shall be signed by a person duly authorized by the Company / Corporation. The Officer who will give the power of attorney to that person for signing the tender document shall be competent to give such power of attorney in the Memorandum of Articles of Association. The tender document must accompany the copy of the power of attorney given to that person. The Company / Corporation should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 24. Performance certificates** from respective Organizations certifying suitability, technical know how will be submitted duly signed by an officer not below the rank of Executive Engineer or Chief Project Manager or equivalent should sign the certificate.
- 25. If the tenderer modifies or withdraws his tender without written consent of the Executive Engineer within a period of ninety days from the date of opening of tender, he will be blacklisted and his earnest money will be forfeited.**
26. The tenderer should submit his offer in two envelopes. Terms and conditions should be put in first envelope subscribed as "**Terms and Conditions Bid**" duly sealed and submitted along with price for withdrawal of each condition. **The earnest money (and tender documents fees in case of documents down loaded from internet) and proof of enlistment of the contractual agency in appropriate category** duly attested will also be enclosed in the **first envelope**. The second envelope subscribed as "**Price Bid**" shall contain **only the rates and no other conditions, clarification or observations**. Second envelope of only those contractors will be opened who will fulfill conditions and eligibility criteria. Any departure from the above would make the tender invalid and it will not be opened and if erroneously opened, will not be considered at all.

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27. The authority opening the tender will first of all open the first envelope subscribed as “**Terms and Conditions**” by the tenderers. He will get each conditions priced from the concerned tenderer, if the same has not been priced by the tenderer. If the tenderer fails to price the condition & deviate from the above procedure, his tender would be treated as invalid and it would not be opened or if erroneously opened, shall not be considered at all. Further the tenderer responsible for the material deviation shall be liable to be delisted forthwith without assigning any reason. However, it is made clear that in case the first envelope is not received along with the “**Price Bid**” envelope, it will be presumed that tenderer has no condition to offer and thus it will be treated as nil.
28. In case any tenderer does not comply with the procedure given above and fails to give financial, implications and pricing of his conditions (for the with-drawl of the conditions at variance with stipulations of Tender documents it will be presumed that he is not interested in the work and second envelope i.e. “**Price Bid**” envelope shall be returned to him un-opened & un considered, while opening and deciding the second envelope of other tenderer.
29. No tenderer is allowed to give any fresh conditions/rates that are disadvantageous to the Board after opening Price Bid. Such a condition, if given, makes the tender invalid.
30. If a tenderer with draws or modify any of condition that is already priced at the instance of Board then effect of condition as originally offered by the agency will be accounted for, working out the lowest tenderer.
31. The Tenderer shall give the following information along with the tender in the prescribed performa.
- List of works already completed by the tenderer **(Performa ‘A’)**
 - Declaration regarding works in hand with the tenderer **(Performa ‘B’)**
 - List of Plant and Machinery in good working order **(Performa ‘C’)** available with the tenderer.
32. The contractual agencies enlisted with organizations other than Housing Board Haryana, and in which favour allotment of work will be approved has to furnish the details of immovable and moveable property owned by them and their residential address supported with documentary proof along with deposit of balance earnest money to make 2% of estimated cost as mentioned in tender notice before issue of allotment letter.
33. The contractor shall associate an eligible Electrical contractor for the execution works. The contractor executing the electrical works under this contract must be enlisted with C.P.W.D, M.E.S, Railways or State P.W.D or any State. The name of the eligible Electrical contractor along with his consent shall be submitted by the main Civil contractor to the concerned Engineer-in-Charge before the award of the tender along with certified copy of Class-A license issued by the competent authority.

Details of Estimate cost	Rs 4.00 Lacs
Total estimated cost	Rs 4.00 Lacs
Earnest Money	Rs 8,000/-
Time Limit	3 (Three) Months

Sr. No.	Sub Head of Estimate	Qty.	Rate	Unit
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For these details please see **page 41 to 44**
 Certified that this D.N.I.T. contains **pages 1 to 44**

Date _____

Divisional Accountant
 Housing Board Haryana
 Rohtak
 Contractor

Witness

Executive Engineer
 Housing Board Haryana
 Rohtak
 Executive Engineer

PROFORMA 'A'**LIST OF WORK ALREADY COMPLETED BY THE TENDERER**

Sr. No.	Name of work	Place	Date of Start	Date of Completion	Time taken in month to completion work	Remarks
(1)	2(a)	2(b)	2(c)	(3)	(4)	(5)

Date

Signature of the tenderer

PROFORMA ('B')**DECLARATION REGARDING WORK IN HAND WITH THE TENDERER**

Sr. No.	Name of work	Place	Estimate cost	Date of issue of work order	Stipulated period of completion	Amount of work done on	Brief detail of delay if any	Remarks
(1)	2(a)	2(b)	(3)	(4)	(5)	(6)	(7)	(8)

Note: 1.Amount of work done in column 6 should be given up to the month previous to the month in which tenders are invited.

Date

Signature of the tenderer

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(ANNEXURE 'C')**LIST OF PLANT AND MACHINERY IN GOOD WORKING ORDER
AVAILABLE WITH THE TENDERER**

Sr. No.	Plant & Machinery	Location	Age of Machinery	Make	Capacity	Approx. value	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature of the tenderer**Dated:**Executive Engineer
Housing Board Haryana
Rohtak

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**HOUSING BOARD HARYANA, CONSTRUCTION DIVISION ROHTAK
(FORM : F-1)
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS**

1. All works proposed for execution by contract will be notified in form of invitation to tender pasted on a board hung up in the office of Executive Engineer and signed by the Executive Engineer.
This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with tender, and the amount of the security deposit to be deposited by the successful tenderer and percentage, if any to be deducted from bills. Copies of the specifications, designs and drawings, Haryana P.W.D. Schedule of Rates 1988 and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney from that partner to do so.
3. Any person who submits a tender shall fill up the usual printed form, stating at how much percentage above or below the rates specified, he is willing to undertake the work. Only percentage above or below on all the Haryana PWD Schedule of rates 1988 plus sanctioned ceiling premium on the date of tender shall be named. Tender which propose any alteration in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work, or which contain any other condition of any sort, will be liable to rejection. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit a separate tender for each. Tenderers shall have name and number of the work they refer written outside the envelope.
4. The Executive Engineer or his duly authorised Assistant will open tenders in the presence of any intending contractor or their authorised agents who may be present at the time and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purposes of identification sign copies of the specification and other documents. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor.
5. The Board may refuse or suspend payments on account of a work when executed by firm or by contractor described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners or some other person produces written authority enabling him to give actual receipts on behalf of the firm.
6. The receipt of an accountant or Clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that he procures receipt signed by the Executive Engineer.
7. The memorandum of work tendered for and the memorandum of materials to be supplied by Housing Board Haryana and their issue rates, shall be filled in and completed in the office of the Executive Engineer before the tender form is issued if a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
8. The Executive Engineer shall have the right of rejecting all or any of the tender without assigning any reason.

Divisional Accountant
Housing Board Haryana
Rohtak.

Executive Engineer,
Housing Board Haryana
Rohtak

Contractor

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CONDITIONS OF CONTRACT

Clause-1 : The person/persons whose tender may be accepted (hereinafter called the persons contractor) shall permit Board at the time of making any payment to him for work done under the contract to deduct security @ 10% from the running payments to be made on account of work done (with the earnest money deposited by him) subject to the maximum 5% of the agreement amount. Such deductions to be held by Board by way of security deposit. All compensation or other sums of money payable by the contractor to Board under the terms of his contract may be deducted from the security deposit or from any sums which may be due or may become due or may become due to the contractor by the Board on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction, the contractor shall within ten days thereafter make good in cash or Board securities endorsed as aforesaid any sum of sums which may have been deducted from his security deposit or raised by sale of his securities deposit or any part thereof.

Clause 2:- The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be 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 may levy on the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced or unfinished, after the proper dates. And, further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one -fourth of the whole time allowed under the contract has elapsed; one-half of the work before one half of such time has elapsed and 3/4 of the whole work before three fourth of the whole time has elapsed and so on. 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 may levy on the said estimated cost as mentioned in the tender notice of the whole work for every day that the due quantity of work remain incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent on the estimated cost of work as shown in the tender. The Chief Engineer may on representation from the contractor recommend reduction of the compensation with reasons to be recorded in writing to the Chief Administrator, whose decision shall be final.

Clause – 3 : In any case in which under any clause or clauses in this contract, the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Executive Engineer on behalf of the Board shall have power to adopt any of the following courses, as he may deem best suited to the interest of Board :

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Board.
- (b) To employ labour paid by the Housing Board Haryana and 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 material (of the amount of which cost and price 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 respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

Security Deposit**Compensation for delay****Action when whole of security deposit is forfeited**

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

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by reasons of his having purchased or procured any material or entered in any engagement or made any advances on account of or with a view to the execution of the work for 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 will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 4 : In any case in which any power conferred upon the Executive Engineer by clause-3 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and further compensation shall remain unaffected in the event of the Executive Engineer putting in force either or the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, materials and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part thereof, paying or allowing for the same on account of the contract rates or in case of these not being applicable at current market rates to be certified by the Executive Engineer may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent required him to remove such tools, plant and in the event of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense for any such removal and the amount of proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause:5: If the contractor shall desire an extension of the time for completion of the work on the ground of his having unavoidably hindrance 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 on account of which he desires such extension as aforesaid and the Chief Engineer shall if in his opinion (which shall be final) reasonable ground be shown such as non supply of material that are to be arranged by the Board as per Contract or non making of required drawings available to the contractor for execution of works therefore authorized such extension of time, if any as may, in his opinion be necessary or proper. Extension in time limit would not be considered for non-arrangement of material that is required to be arranged by the contractor.

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

Extension of time

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Clause – 6 : The contractor shall deliver in the office of the Executive Engineer on or before the 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and prices mentioned in the contract in the schedule of rates in force. The contractor shall include in such monthly return particulars of all claims of whatever kind and 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 execution of the 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 claims not so included, whatsoever by the circumstances.

Clause – 7 : Without prejudice to the rights of Board under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, walls floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof 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 may at the expense of the contractor remove such scaffolding ; surplus materials and rubbish and dispose off the same as thinks fit and clean of such dirt as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause – 8 : No payments shall be made for works estimated to cost less than rupees one thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof than approved and passed by the 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 payments shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsounded and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected or be considered as an admission or the due performance of the contract, or any part thereof in any respect or the occurring of any claim nor shall it conclude determine or effect in any way the power of the Engineer-in -Charge under the terms conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary of affect 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 Executive Engineer certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Contractor to submit a return every month on any works claimed as extra

Final certificate

Payment on intermediate certificate to be regarded as advances.

Contractor

Witness

Executive Engineer

Clause – 9 : 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 or cause to be taken the requisite measurement for the purpose of having the same verified and the claim and for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in -Charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant and the Engineer-in -Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be submitted monthly

Clause – 10 : The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer-in -Charge and the charge in the bill shall always be entered at the rate specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereafter provided for such work.

Bills to be on printed form

Clause – 11 : If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Executive Engineer's store or if it required that the contractor shall use certain stores to be provided by the Executive Engineer (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so in any way to control the meaning or effect of this control specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied the rates specified in the said schedule or memorandum may be set off so deducted from any sums then due or thereafter so become due to the contractor under the contract or otherwise against for from the security deposit. All material supplied to the contractor shall remain the property of the contractor but shall not on any account be removed from the site of the work without the written permission of Engineer-in -Charge and shall at time be opened to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Executive Engineer'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 material unless with such consent and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 12 : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the designs, drawings 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 such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so require be entitled at his own expense to make of cause to be made copies of the specification and of all such designs drawings and instructions as aforesaid.

Works to be executed in accordance with specifications, drawings, orders etc.

Contractor

Witness

Executive Engineer

<p>Clause – 13 : The Executive Engineer shall have full powers at all time to object to the employment of any workman foreman or other employee on the work by the contractor and if the contractor shall receive notice in writing from the Executive Engineer requesting the removal of and such man or men from the work the contractor to comply with the request forth with. No such workman foreman or other employee after his removal from the works by request of the Executive Engineer shall be re-employed or reinstated on the works by the contractor at any time except with the previous approval in writing of the Executive Engineer. The contractor shall not be entitled to demand the reason from the Executive Engineer for requiring the removal of any such workman foreman or other employee.</p> <p>Clause – 14 : The Engineer-in -Charge shall have power to make any alterations in or omission from additions to or substitutions for the original specifications, drawings, designs, and instructions that may appeal to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Executive Engineer and such alterations, additions or substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work and at the same rates as specified in the tender for main work. The time for the completion of the work shall be extended in proportion that the altered additional or substituted work bears to the original contract. And if the certificate of Engineer-in -Charge shall conclusive as to such proportion. And if the altered additional or substituted work includes any class of work for which no rate is specified in the contract then such class of work shall be carried out at the rates entered in the Haryana PWD Schedule of rates 1988 of the district, subject to the same percentage above or below as included in the contract and if such class of work is not entered in the Haryana PWD Schedule of rates 1988 of the district then the contractor shall within seven days of the date of receipt of his order to carry out the work inform the Engineer-in -Charge of the rate which in his intention to charge for such class of work and if the 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 if the contractor shall commence work or incur any expenditure in regard there to before the rate shall have been determined lastly hereinbefore mentioned then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate aforesaid according to such rate or rates as shall be fixed by Engineer-in -Charge and the decision of the Chief Engineer shall be final.</p> <p>Clause – 15 : If any time after the commencement of the work, the Board shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Engineer-in -Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full that which he did not derive in consequence of the full amount of work not having been carried out neither shall he has any claim for compensation by reason of any alteration having been made in the original specification drawings, designs and instruction which shall involve any curtailment of the work originally contemplated.</p>	<p>Removal of employed work men and foremen.</p> <p>Alternation in specifications & designs</p> <p>Do not invalidate contracts</p> <p>Extension of time of time in consequence of alterations.</p> <p>Rates for works not in estimate or schedule of rates of the district.</p> <p>No compensation for alternation or restriction of work to be carried out.</p>
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Contractor

Witness

Executive Engineer

<p>Clause 16 : 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 materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that Executive Engineer specifying the work materials or articles complained of not with-standing that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified whole or in part as the case may require, or as the case may be, removed the material or article so specified and provide other, proper and suitable materials or articles at his own proper charge and cost, in the event of his failing to do so within a period to be specified by the Executive Engineer in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Executive Engineer may rectify or remove and re-execute the work or remove and replace other materials or articles complained of as the case may be, at the risk and expense in all respect of the contractor.</p>	<p>Action & compensation payable in case of bad work</p>
<p>Clause – 17 : All work under or in course or executed in pursuance of the contract shall at all times be open to the inspection and the supervision of the Engineer-in -Charge and his subordinate and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of intention of the Engineer-in -Charge or his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instruction or have a responsible agent duly accredited in writing present for the purpose. Orders given to the contractor’s agent shall be considered to have the same forces as if they had been given to contractor himself.</p>	<p>Works to be open to inspection Contractor or responsible Agent to be present.</p>
<p>Clause – 18 : The contractor shall give not less than five day’s notice in writing to the Engineer-in -Charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions there of be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement and work without the consent in writing of the Engineer-in -Charge or his subordinate-in-charge of the work and 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 is executed.</p>	<p>Notice to be given before work is commenced</p>
<p>Clause – 19 : If the contractor or his work people or servants shall break deface, injure or destroy any part of a building, if they may be working on any building ,road fence enclosure or grass land cultivated ground contiguous to the premises on which the work or any part of it ,is being executed or if any damage shall happen ,to the work, while in progress, from any cause whatever or any imperfections become apparent in it within one year after a final certificate of its completion have been given by the Engineer-in -Charge as aforesaid , the contractor shall make the same good at his own expense, or in default, the Engineer-in -Charge may cause the same to be made good by other workman ,and deduct 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 contractor, or from his security deposit. The warranty liability period of the contractor shall be one year from the date of completion of work.</p>	<p>Contractor liable for damage done and for imperfections to months after certificate.</p>

Contractor

Witness

Executive Engineer

<p>Clause – 20 :The contractor shall supply at his own cost all materials except such special materials if as may in accordance with the contract be supplied from the Engineer-in -Charge stores, plants tools, appliance, implements, ladders cordage tackle scaffolding and temporary work requisites or proper for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in -Charge as to any matter to which under these conditions he is entitled to be satisfied or which he is entitled to require with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of the persons with the means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials failing his so doing the same may be provided by Engineer-in -Charge at the expense of the contractor shall also provide all necessary fencing and lights required to protect the public from accidents and shall be bound to bear expenses of difference of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with consent of the contractor be paid to compromise any claim by any such person.</p> <p>Clause–21 : No female labourer shall be employed within the limits of a cantonment.</p> <p>Clause – 22 : No labourer below the age 18 years shall be employed on the work.</p> <p>Clause – 23 : The contractor shall pay his labourer not less than the wages paid for similar work in the neighborhood.</p> <p>Clause – 24 : No work shall be done on Sunday without the sanction in writing of the Engineer-in –Charge.</p> <p>Clause – 25 : In every case in which by virtue of the provisions of section 12 sub-section (1) of workmen’s compensation Act. 1923, Board is obliged to pay compensation to a workman employed by the contractor in execution of work, Board will recover from the contractor the amount of compensation so paid and without prejudice to right to Board under section 12, sub-section (2) of the said Act. Board shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Board to the contractors whether under their contract or otherwise. Board shall not be bound to contest any claim made against it under Section 12, sub-section (i) of the said act except on the written request of the contractor and upon his giving to Board full security for all costs for which Board might become liable in consequence of contesting claim.</p>	<p>Contractor to supply plant, ladder, scaffolding etc.</p> <p>And be liable for damage, arising from non-provision of light, fencing etc.</p> <p>Female labour</p> <p>Work on Sundays</p> <p>Contractor liable for payment of compensation to injured workman or in case of death to his relation.</p>
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Contractor

Witness

Executive Engineer

<p>Clause 26 : The contract shall not be assigned or sublet without the written approval of the Engineer-in -Charge and if the contractor shall assign or sublet his contract or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do or if any bribe, gratuity, gift, loan, perquisite; reward or advantage pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents to any public officer or person in the employ of the Board in any way relating to his office or employment if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in -Charge may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the Board and same consequence shall ensure as the contract had been rescinded under clause-3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work, therefore actually performed under the contract.</p> <p>Clause 27 : All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damages sustained and whether or not any damages shall have been sustained.</p> <p>Clause 28 : The contractor shall be debarred from claiming any amount of compensation/damages on account of reduced profitability.</p> <p>Clause 29 : Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever and any other sum found to be due to Board by the contractor in respect of his contract or any other contract or work order or on any account whatever, may be deducted from any sum whatsoever payable by Board to the contractor either in respect of this contract or any order or contract or any other account by any other department of the Government/Boards/Corporations.</p> <p>Clause 30 : In case of any firm/contractor make changes in the constitution of the firm/partnership then the same shall be forthwith notified by the firm/contractor to the Engineer-in -Charge for his information.</p> <p>Clause 31 : All work to be executed under the contract shall be executed under the directions of and subject to the approval in all respect of the Engineer-in -Charge or the Board for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.</p> <p>Clause 32 : No claim for payment of an extraordinary nature, such as claims for a bonus for an extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-in -Charge or claim for compensation where work has been temporarily brought to standstill though no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Board.</p>	<p>Work not be sublet.</p> <p>Contract may be rescinded & security deposit forfeited for subletting, bribing or if contractor become insolvent.</p> <p>Sum payable by way of compensation to be considered as reasonable</p> <p>Compensation with out reference to actual loss.</p> <p>Deductions of amount due to Government on any account whatsoever to be permissible from sums payable to a contractor.</p> <p>Change in constitution of firm</p> <p>Works to be under direction of Executive Engineer</p> <p>Claim for payments of extraordinary nature to be referred to Board for decision.</p>
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Contractor

Witness

Executive Engineer

Clause 33 :

- (1) If any dispute or difference of any kind whatsoever shall arise between the Housing Board Haryana or its authorized agent 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 at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so convey his decision to the contractor and subject to arbitration as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is already in progress the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer as aforesaid with all due diligence whether he or the Housing Board Haryana/its authorized agent requires arbitration as hereinafter provided or not. If the Executive Engineer 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 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 from the date on which request has been made to the Executive Engineer request the Chief Administrator HBH that the matter in dispute be referred to arbitration as hereinafter provided.
- (2) All disputes or differences in respect of which the decision is not final and conclusive shall at the request in writing of either party, made in a communication sent through Registered A.D. post be referred to the sole Arbitrator to be nominated by the Chief Administrator from amongst officers who will be either
- (i) A serving Superintending Engineer or Chief Engineer of the Housing Board, or Haryana PWD B&R Branch
Or
- (ii) A retired Superintending Engineer, Chief Engineer or an Executive Engineer of the Housing Board or Haryana PWD B&R or any the person to be selected out of panel of Arbitrator approved by the Chief Administrator. It will be no objection to any such an appointment that the Arbitrator so appointed is a Housing Board Employee/Government servant or that he had to deal with the matters to which the contract relates and that in the course of his duties as a Housing Board Employee/Government servant he had expressed his views on all or any of the matters in dispute. The Arbitrator to whom the matter is originally referred being transferred or vacating his office his successor in office as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. In case the Arbitrator nominated by the Chief Administrator, Housing Board Haryana is unable or unwilling to act as such for any reason whatsoever, the Chief Administrator shall be competent to appoint and nominate any other Superintending Engineer or Chief Engineer as the case may be as Arbitrator in his place and the Arbitrator so appointed shall be entitled to proceed with the reference.
- (3) It is also a term of this arbitration agreement that no person other than a person appointed by the Chief Administrator, Housing Board Haryana, Panchkula 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 the Arbitrator shall give reasons for his award in respect of each claim and counter claim separately.

Arbitration clause

Contractor

Witness

Executive Engineer

- (4) The Arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counter-claims individually and that any lump-sum award shall not be legally enforceable.
- (5) The following matters shall not lie within the purview of arbitration:
- (a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Superintending Engineer/Chief Engineer and is being heard or has been finally decided by the Superintending Engineer/Chief Engineer of the work.
- (b) Any dispute in respect of substituted, altered, additional work/omitted work/defective work referred by the contractor for the decision of the Chief Engineer, HBH or if it is being heard or has already been decided /heard by the said Chief Engineer. 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 Housing Board Haryana, has been so decided finally by the Housing Board Haryana.
- (6) The independent claims of the party other than the one getting the Arbitrator appointed, and the 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.
- (7) It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for Arbitrator shall be maintainable unless the contractor furnishes to the satisfaction of the Executive Engineer 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, in the absence of any such cost being awarded the whole of the sum will be refunded to him within one month from the date of the award :

Sr. No.	Amount Claims	Rate of Security Deposit
i).	For claims below Rs. 10,000/-	2% of amount claimed
ii)	For claims of Rs. 10,000/- & above but below Rs. 1,00,000/-	5% of amount claimed
iii)	For claims 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 decided 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.

- (8) The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

Contractor

Witness

Executive Engineer

- (9) Neither party shall be entitled to bring a claim for arbitration if the appointment of such Arbitrator has not been applied within 6 months:
- Or
- (a) from the date of completion of the work as certified by Executive Engineer.
- Or
- (b) from the date of abandonment of the work.
- Or
- (c) of its non commencement within 6 months from the date of abandonment, Or written orders to commence the work as applicable.
- Or
- (d) from the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and / or its decision .
- Or
- (e) of receiving the intimation from the Executive Engineer of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and / or receive.

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

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

- (10) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any civil court first involving and completing the arbitration proceedings as above, if the scope of the arbitration specified herein covers issues that can be brought before the arbitrator, i.e., any matter that can be referred to arbitration shall not be brought before a Civil Court. The pendency of arbitration proceedings shall not disentitle the Government to terminate the contract and make alternative arrangement for the completion of the work.
- (11) The Arbitrator shall be deemed to have entered on the reference on the day he issue 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.
- (12) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned the arbitration proceedings should be conducted in accordance with the provisions of the Arbitration Act. 1996 or any other law in force for the time being.
- (13) In case of dispute, if any, of the party intends to go for in arbitration the expenses concerning to the arbitration proceedings such as fee of the Arbitrator, if necessary stamp paper for award and all the expenses concerning to the traveling allowances of witnesses, stationery or any other charges concerning to the arbitration case shall be borne by the party going in for the arbitration.
If the matter is not referred to Arbitrator within the specified period, all the rights/ claims under the contract shall be deemed to have been forfeited and absolutely time barred. The Arbitrator shall give a speaking award otherwise the award shall be null & void and will not be binding on the

Contractor

Witness

Executive Engineer

<p>parties.</p> <p>Clause – 34 No alteration in the contract rate shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract, e.g., fluctuation of railway freight on coal required for burning bricks will not be taken into consideration, or for an article which forms parts of a finished work for purposes of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transferred by rail from place A to B to form part of a finished work.</p> <p>Clause – 35 When the estimate on which a tender is made includes lump-sum in respect of part 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 rate as are payable under this contract for such items, or if the part of the work in question is not in the opinion of the Executive Engineer capable of measurement, the Executive Engineer may at his discretion pay the lump-sum amount entered in the estimate and the certificate in writing of the Executive Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.</p> <p>Clause – 36 In the case of any class of work for which there is no such specification as is mentioned in (Rule-1), such work shall be carried out in accordance with the Haryana PWD Specification ,1990 as and in the event of there being no distinct specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Executive Engineer.</p> <p>Clause – 37 The expression “works” or “work” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered substitute or additional.</p> <p>Clause – 38 The contractor shall be responsible for Housing Sanitation and medical treatment of labour employed on the work and shall abide by all the rules and regulations on the subject.</p> <p>Clause – 39 The percentage referred to at page 6 of the tender will be calculated on the gross amount value of finished work including cost of materials whether purchased from the Board or direct of (1) the items of work to which the rates in the tender apply and also (2) the apply items of work for which the rates exist in the schedule of rates.</p> <p>Clause – 40 The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.</p> <p>Clause – 41 Unless otherwise provided for in the contract the term “Engineer-in – Charge r” referred to in this tender and contract for the means “Executive Engineer, Housing Board Haryana, Rohtak</p>	<p>Fluctuation in Railway freight</p> <p>Lump sum Estimate</p> <p>Action where no specification</p> <p>Definition on work</p>
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Contractor

Witness

Executive Engineer

SCHEDULE OF MATERIAL TO BE ISSUED BY THE DEPARTMENT**Land Scaping of Parks including Electrical Work in Housing Board Colony, Dadri Gate, Circular road Bhiwani.**

The following material will be issued by the Board to the Contractor at the rates noted below against each material plus 3% (Three percent) storage charges from Housing Board's store/Godown or any other Godown hired by the Board at **Bhiwani** for use on aforesaid work.

Sr. No.	Description of Material	Unit	Rates
1.	Ordinary Portland Cement or PPC- packed gunny bags / HDPE bags including cost of empty cement bags. Per bag of 50 kg denomination including the cost of container.	Each Bag	Rs.175/- (Rs. One hundred seventy five per bag.)
2.	Mild Steel / Tor Steel all dias	Per MT	Rs.35300/- (Rs. Thirty five thousand three hundred only.)

2. The contractor shall be responsible for loss or damage to any material such as cement, steel, tiles issued to him by the Board from any cause whatsoever. In case of material is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled or lost or allowed to get deteriorated, the cost of such quantity of that material shall without prejudice to other rights and remedies available to the Board be recoverable from the contractor at Board's actual purchase rate or the current market rate, whichever is higher.
3. The recovery from contractor for the material consumed in excess or in short of the theoretical requirements as per specification/Haryana PWD. Schedule of Rates 1988 herein stipulated or otherwise fixed by the Executive Engineer other than the variation to be regulated by the proceedings Para-2 shall be dealt with as under:
 - i) **Excessive consumption of material up to 5% (Five percent) of theoretical consumption**
Recovery will be made from contractor at the issue/recovery rate plus three percent storage charges provided in the contract.
 - ii) **Excessive consumption of material more than 5% (Five percent) of theoretical consumption**
If actual consumption exceeds the theoretical consumption by more than 5% then the recovery shall be made for the excessive consumption of material beyond initial 5% at double the issue/recovery rate plus three percent storage charges provided in the contract.
 - iii) **Short consumption of material up to 5% (Five percent) of theoretical consumption**
The recovery of cost of material saved would be made from the contractor at the Board's at the issue/recovery rate plus three percent storage charges provided in the contract.
 - iv) **Short consumption of material more than 5% (Five percent) of theoretical consumption**
In case it is not possible to determine the exact item on which less material has been used, the cost of material shall be recovered from the contractor beyond initial 5% at double the Board's issue/recovery rate plus 3% storage charges. In case it is possible to determine the exact item on which less material has been used it shall be at the discretion of the Board either to reduce the rates of the items of work involved or to reject such item/work where it is felt that the structural of the building has been adversely affected. The decision of the Chief Engineer, Housing Board Haryana shall be final.
4. In case of cement issued by the Board the net weight of 50kgs denomination per bag shall be considered and not the actual weight after losses in handling.
5. A cement register in prescribed form showing day to day receipt/consumption and balance of cement at each work site will be maintained by the HBH, which shall invariably be signed daily by the contractor or his authorised representative in token of its correctness

Divisional Accountant,
Housing Board Haryana
Rohtak

Executive Engineer,
Housing Board Haryana
Rohtak

Contractor

Witness

Executive Engineer

LIST OF APPROVED MAKE OF VARIOUS ITEMS

S.No	ITEMS	MAKE
1.	ISI marked PVC Pipe for Rain Water	Finolex, Kisan, Diplast, Prince, Supreme,
2.	ISI marked UPVC Sanitary Pipe SWR	Finolex, Kisan, Diplast, Prince, Supreme,
3.	G. I. Pipe	Tata, Jindal (Hissar),
4.	C. P. Fittings	Essco, Cera, Jalaj (ISI), Jaquar, Kingston (agriani) ISI marked, Ess-Ess (Trends),
5.	ISI marked China Wares, Wash Basin & W. C.	Parry wares, Hind Ware, Cera.
6.	Seat Cover, ISI Marked	Commander, Duralite, Perryware, Hindware, Cera
7.	PVC Cistern 7.5 liter Capacity	Perryware, Hindware, Cera.
8.	ISI marked Stainless Steel Sink With CPwaste	Jayana, Lotus, Bluestar, Nikanth, Nirali
9.	ISI marked Aluminum Door/ Window Fittings (Anodized)	Nu-Lite, Crown, Classic, Global.
10	Paint 1 st Quality	Nerolac, Berger, ICI, Asian, Dulux.
11	Exterior cement based decorative Paint	Acro paint Ltd, Killick Nixon, Asian, Berger
12	Washable Distemper 1 st Quality.	Berger Paint, Asian, Acro ICI
13.	Press Steel Chowkhat	All BIS approved manufacturer or any other firm approved by the Chief Engineer
14.	ISI Marked Flush Door Shutter	Kingcobra & Hi-class of M/s National Packaging Ind. (Fbd.) GEE (ISI) of M/s Janardhan Plyboard Ind. (Dehradun) GIC-Goyal (ISI) of M/s Goyal Industry Corp. (New Dehli) Minimax of M/s Minimax Metal & Ply Wood Pvt. Ltd., Jagadhari
15.	LLDPE Storage Tank ISI marked	Sintex , Diplast, Atul, Aqua Plus, Amitex, Virgin, SPL
16.	Ceramics Glazed floor and wall tiles	Kajaria, Somany, Orient
<u>ELECTRICAL ITEMS</u>		
1.	ISI marked rigid PVC pipe & Accessories. (Medium quality)	Diplast, Precision , Polypack, Polycab, Bajaj, Ravindra
2.	ISI marked Cable with copper conductor with fire retarded insulation	Finolex, Ecko, Korrel, National, Polycab, Vinay, Grandley, Grid cable
3.	ISI marked Piano Type Switches	Anchor, Precision SSK, Vinay
4.	ISI marked Batton holder, Ceiling Rose, Bell	Anchor, Precision SSK, Vinay
5.	ISI marked MCB's & MCB's enclosures & ELCB's	Havells, HPL, Indo Kopp, North West, Adhunik
6.	PVC Junction Box	Any ISI marked
7.	Bakelite Sheets	Formica, Starlam, Hylam, Super Hylem

Note

- In respect of materials for which approved makes are not specified above, the same shall be decided by the Chief Engineer, HBH and shall be as per sample got approved from Executive Engineer before procurement. The Contractor shall submit samples of all such materials 3 months before the date of start of such work for approval from the Chief Engineer, HBH.
- The Contractor shall produce samples before procurement of the material for approval for all materials required for works. Samples can be submitted from any of the above makes and they shall confirm to specifications. Samples as approved by the Chief Engineer, HBH shall only be used on the works and the decision of the Chief Engineer, HBH regarding make of material shall be final. Only I.S.I marked will be allowed to use on works.
- In case material bearing BIS/ISI certification mark are not available, the quality of material shall be judged by standard laid down in the relevant BIS/ISI specification for which make/brand shall be got approved from Chief Engineer, Housing Board Haryana.

Contractor

Witness

Executive Engineer

TECHNICAL CONDITIONS, IMPORTANT SPECIFICATIONS AND MODE OF MEASUREMENTS FOR ELECTRICAL WORKS CONDUIT SYSTEM OF WIRING

(FOR BOTH PVC AND STEEL CONDUIT).

1. Before energizing the system, following tests should be given by the contractor, so as to find out that installation conforms to relevant rules/ regulations
Regulations:-
(a) **Earth Resistance Tests.**
(b) **Earth Continuity Tests.**
(c) **Insulation Tests.**
(d) **Polarity Tests.**
2. The PVC Copper wire unless otherwise specified conforming to present enforced ISI specifications shall only be used at site of works from the list of approved material appended with this DNIT.
3. Looping in system of wiring shall be adopted for all sub-circuit wiring.
4. In the case of bell point, the contractor will install bell push instead of ceiling rose and no compensation will be allowed to contractor.
5. All PVC conduit pipes should be embedded within slab or in walls after making chases and at no point should be provided in the floor.
6. Sizes of M.S. boxes made from 18 gauge MS Sheet as per relevant IS Standard shall only be used as M. S. boxes as per required sizes of Model or Switches and sockets.
7. Earthing of metallic cases of bonding with 16 SWG Earth wire to the third pin of plug will be done.
8. G.I. pipes for Earthing for protection of earth wire shall be medium (B Class) quality.
9. The rigid PVC conduit pipes (Medium) to be used on the work should bear the manufacturer's Trade Mark and shall be ISI marked & should be out of the make indicated in the list of material appended with the DNIT. All specials should bear the trade mark of the same manufacturer.
10. The contractor will have to employ licensed supervisor for the execution of Electrical installation works. **The contractor executing the electrical work under this contract will possess 'A' class license from Chief Electrical Inspector to Govt. of Haryana.** However, the contractor can sublet the internal electrical work to a person/agency possessing 'A' class license from the Chief Electrical Inspector to Govt. of Haryana.. The contractor is required to submit the test report in respect of each house/dwelling unit for its submission to its Electricity authority.
11. All chases and holes made for wiring or for other purposes shall be refilled properly and neatly for bringing to original finish to the satisfaction of Executive Engineer. If the building construction work is in progress, the electrical work shall proceed along with for the purpose of cutting chases and holes.
12. Not more than 5,10 & 14 copper conductor cable of 1.5 sq. mm; 3, 6 & 12 of 4 Sq mm and 2, 5 & 8 of 6 Sq.mm shall be allowed in 20mm, 25 mm and 32 mm dia. conduit pipe respectively. 4 & 7 copper conductor cable of 10 sq.mm shall be allowed in 25mm & 32 mm dia conduit pipe

Contractor

Witness

Executive Engineer

13. The arrangements for the electric supply required for construction purpose shall be made by the contractor at his own cost.
14. Material out of the list attached with D.N.I.T shall only be used at site after getting the same approved from Engineer-in-Charge.
15. Contractor shall be responsible for damage/pilferage of electrical fittings till the houses are handed over.
16. All the round junction box and fan box covers shall be of 3mm thick bakelite sheet and nothing extra shall be paid on this account. The colour of these Bakelite sheet cover shall be as approved by the Engineer-in –Charge.
17. The work will be executed strictly as per PWD specifications unless and otherwise specified.
18. The PVC bend to be used of same make as approved FLRS conduit pipe.
19. The heavy gauge welded conduit pipe (medium) to be used on the work should bear the manufacturer's Trade mark and shall be ISI marked and should be one out of the make indicated in the list of material approved with DNIT.
20. In the item of bell point, the contractor will install bell push, the cost of which will be adjusted against the ceiling rose cost including in the item and nothing extra will be payable on this account and no compensation will be allowed to contractor.

MCBs and enclosure etc. will be installed of one make only and the thickness of CRCA sheets should be 1.20 mm (18 gauge) for SPN box and 1.60 mm (16 gauge) for TPN boxes as permitted by DGS & D.

Definition and measurement of points and wiring of DNIT item No. 1 strictly followed as per Haryana PWD specifications.

Sizes of M.S. boxes for various combinations will be as under:

1 Fan point and upto 2 switches	225 mm x 100 mm x 65 mm
2 Fan point and 2 switches	200 mm x 100 mm x 65 mm
1 Switch	100 mm x 100 mm x 50 mm
2 Switches	175 mm x 100 mm x 50 mm
3 Switches	175 mm x 100 mm x 50 mm
2 Switches and 1 socket 5 amp.	225 mm x 100 mm x 50 mm
3 Switches and 1 socket 5 amp.	225 mm x 100 mm x 50 mm
1 16 amp. switch 1 Nos. 16 amp. socket	225 mm x 100 mm x 65 mm

The size of Bakelite sheet should be 20 mm more than size of M.S. Box & M.S. box of size 75 mm x 75 mm, size of Bakelite sheet shall be 95 mm x 95 mm and so on.

3 mm thick Bakelite sheet of ISI marked of approved will be used for item No. 31.38 i.e. wiring in existing conduit pipe, instead of 5 mm thick Bakelite sheet without any deduction.

Contractor

Witness

Executive Engineer

ADDITIONAL CONDITIONS

- 1 The work will be executed strictly in accordance with the Haryana PWD Specification 1990 (as applicable to Haryana) corrected up to date at the time of tenders, unless specified to contrary.
2. The contractor shall not be entitled to any payments on account of work done till he signs the agreement and the same is accepted by the competent authority.
3. Royalty, Sales Tax, Service Tax, Excise Duty, Octroi or any other tax or levy shall be paid by the contractor direct to the respective department in accordance with their rules and regulations enforce from time to time, without any liability to the Housing Board Haryana.

4. **Technical staff at the site of work**

The contractor shall be required to keep at the site of work following technical staff when work costing to Rs.5.00 lacs and above as under:-

Where a work costing Rs.5.00 lacs and above up to Rs.15.00 lacs	One Qualified Junior Engineer (Diploma in Civil Engineering)
Where a work costing more than Rs.15.00 lacs and above	One Qualified Engineer (Degree in Civil Engineering or equivalent) for civil work and Degree in Electrical Engineering or equivalent for electrical work)

5. Actual quantities of completed and accepted work shall only be paid.
6. In case of emergency, the contractor shall be required to pay his labour every day and if this is not done, the Board will make the requisite payment and recover the same from the contractor's dues.
7. No claim shall be entertained on account of increase in price of material and wages of labour due to any cause what so ever.
8. The Executive Engineer reserves the right to take away any item of work or any part thereof at any time during the currency of work and re-allot to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
9. 10% security subject to maximum 5 % of the agreement amount shall be deducted from the running bill after adjusting 2% earnest money. The agency can provide equivalent bank guarantee of any scheduled bank branch located at Panchkula or at the HQ of the concerned Division of any scheduled commercial bank in lieu of the cash security after adjusting 2% earnest money. The bank guarantee shall be valid for the duration of the project plus fifteen months.
- 10 50% security shall be released after 60 days, but within 75 days of the payment of the final bill. Balance 50% security shall be released after 300 days, but within 330 days of the payment of the final bill.
- 11 That in case the payment of running bill is not released within 40 days (forty) from the date of submission of bill by the contractor for the works executed under contract, then the Board would be liable to pay interest @ 0.03% (zero point zero three percent) per day of delay beyond 40 (forty) days. However, no extension in time limit would be allowed on account of delay in releasing the payment.

Contractor

Witness

Executive Engineer

12. The payment of final bill shall be released within 90 (ninety) days from the date of completion of work, failing which interest @ 0.03% (zero point zero three percent) of the total amount of the final bill per day of delay beyond 90(ninety) days shall accrue to the contractual agency.
13. In case samples have been drawn by the State Vigilance Bureau or by any other authority but the report and test result of samples have not been received, the payment of running bills; final bill & security will be released after the contractor furnished on undertaking in shape of indemnity bond on the following lines:
- “I/We _____ son of Shri _____ resident of _____ do hereby undertake to bear the recoveries if any, levied by the Board on account of any adverse results for the samples taken by the State Vigilance Bureau or by any other authority from the work of _____. I further undertake that I will reconstruct the structure if declared unsafe due to result of the samples. I also undertake that in case of any item of work contains defect of nature which do not endanger the structural stability of the work, it may be accepted and the payment thereof shall be made to us at the reduced rates decided by the Chief Engineer which will be final and binding on us as per additional condition No.17 of the contract agreement. I have no objection if all the recoveries are made from any other contract executed with the Board as well as with other Organization.”
14. The contractor will be responsible for any and all losses of material damages done to unfinished works as result of floods and any other act of God. The Housing Board Haryana 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 of the Executive Engineer.
15. Nothing extra will be paid to the contractor for any lead or lift unless otherwise specified for any material required directly or indirectly under the contract.
16. 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.
17. Amount of the work can be increased or decreased due to any item omitted and substituted in accordance with the requirement of the Board and no claim on this account shall be entertained.
18. The contractor shall be responsible for providing to the entire satisfaction of the Executive Engineer at his own expenses for the following amenities for all the labour employed by him: -
- i) Suitable temporary hutting accommodation.
 - ii) Trench latrines, bathing enclosures, platforms separately for men and women and their regular cleanliness.
 - iii) Clean drinking water.
- In event of his failure, to be provided by the Board and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Executive Engineer and his decision shall be final.
19. No claim of any kind whatsoever shall be entertained for any or all the losses or damages to the contractor, due to the completion of the work getting delayed or failure on the part of the Executive Engineer to supply drawings, materials, tools

Contractor

Witness

Executive Engineer

and plant required to be supplied by him under the terms and conditions of the contract.

20. For safe custody of materials and watch and ward thereof and proper double lock arrangement, the contractor shall be bound to follow the instruction of the Executive Engineer.
21. In case the work of any item of work contains defects of a nature which do not endanger the structural stability of the work, it may be accepted and the payment thereof shall be made to the contractor at reduced rates. The decision of the Chief Engineer in this regard shall be final and binding.
- 22. The contractor executing the Public Health works should either possess a license or engage a licensed plumber for supervision and execution of these works. The license will be issued by the authority competent to issue such license.**
23. The Executive Engineer shall have the right to get any item of work shown in the contract schedule of rates executed under this contract to any limit when required for the purpose of completion of the work on the same rates and terms as provided under this contract.
24. All clauses and notes given in the Haryana PWD Schedule of rates 1988 with up to date correction slips will be applicable to the date of tender for all items in the DNIT/Haryana PWD schedule of Rates 1988 wherever necessary except Para 9 (b) of preface of Haryana PWD schedule of Rates 1988.
25. The size of reinforced cement concrete and other structural member shall be measured and paid for as per size provided in the structural design.
26. Error or omission, if any in the nomenclature rate or unit of the items or work shall be corrected as per Haryana PWD schedule of Rates 1988.
27. The Executive Engineer reserves the discretion to order the use of Tor or TMT or Mild steel as per structural requirement nothing extra shall be paid.
28. The Executive Engineer reserves the discretion to get any type of material used as per new techniques innovation from the contractor for any work done under this contract. However, the rates for such material/work shall be paid as per provision of clause 14 of the contract agreement.
29. Paint conforms to relevant IS specification and of make indicated in the contract will be arranged by the contractor irrespective of note appended in HSR 1988 Special quality paint if any, will be used with the approval of the Chief Engineer .
30. The contractor shall comply with the provision of the Apprentices Act. 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be breach of contract and the Chief Engineer will have the power to cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
31. If for execution of the work, the contractor engages imported labour, he shall immediately inform the Local Health Authorities entrusted with the work of eradication of Malaria for their laborers inclusion in the surveillance operation

Contractor

Witness

Executive Engineer

and for getting their blood examined, from the aforesaid authorities in order to prevent Malaria positively.

Imported labour : Means labour belonging to a State other than the State of Haryana.

32. The contractor shall have to make arrangement for nourishment of children where 10 or more women worker shall be engaged by him on work, the children shall be under the supervision of one women worker who shall provide them with milk and toys to play in a tent provided at site.
33. Income tax will be deducted from the bills of the contractor according to section 194-C of the Income Tax 1961 and instruction issued by the concerned Department from time to time.
34. No pits will be dug by the contractor near the site of building work or within road land for taking out earth for use on the work. In case of default the pits so dug will be filled in by the Board at the cost of the contractor plus fourteen percent departmental charges.
35. All material left at site one month after the completion of work shall become the property of the Housing Board Haryana and contractor shall have no claim wherever for such material left by him at site after one month of completion of work.
36. The contractor shall supply at his own cost and expenses all labour materials etc. for layout and checking of any portion of the work during construction, whereas over required by the Executive Engineer or his representative and nothing extra shall be paid for such services.
37. The contractor shall not remove from the site of work, without the written permission of the Executive Engineer, any material which have been issued to him for use on the work.
38. The contractor will not have any claim in case of delay by the Board of removal of trees of shifting, raising removing of telegraph, telephone or electric lines (over head or under ground) and other structure if any which comes in the way of the work. Material excavated dismantled or cut at the site during execution of work.
 - a) Unless otherwise provided in the contract documents, material such as rubble, gravels, sand, Murrum, Kankar, earth soil etc. obtained from excavation and material obtained by dismantling and existing structure shall remain the property of the Govt./Board. If deemed fit, the Executive Engineer may with the approval of competent authority permit the use of such materials on the work in substitution of materials which the contractor would have otherwise provided, subject to the condition that a suitable deduction shall be made in the rate of the items in which such materials are used.
 - b) Any trees, branches, bushes crops etc. which may be required to be cut during the execution of the work shall be handed over to the Housing Board Haryana or disposed of as directed by it.
39. Coarse crusher sand or natural sand of proper quality having FM as per specifications & approved by the Executive Engineer will be used in all masonry work. In case of plaster work, coarse and Jamuna sand of proper quality having FM as per specifications & approved by the Executive Engineer will be used.

Contractor

Witness

Executive Engineer

40. All material brought by the contractor to the site of work shall be opened to suitable test by the Executive Engineer and in accordance with the approved make. The contractor shall afford all such facilities as the Executive Engineer may require for collecting and forwarding all such samples and shall hold the material represented by the sample until tests have been made the material found as per standard. The contractor will supply the material required for the test samples without any charges. No material, until it is approved by the Executive Engineer, will be used on the work.
41. The contractor shall provide weighing and measuring equipments for the works to the entire satisfaction of the Executive Engineer at site for measuring of the various articles, materials brought by him to the site of work for use on the work.
42. Running payments made for any work will not confer any rights on the contract for its final acceptance .A work measured for running payments can be totally rejected at the time of final bill or accepted at such reduced rates which the Executive Engineer thinks reasonable. In case of any dispute arising on this behalf, the decision of the Chief Engineer will be final.
43. 4% sales tax or as applicable from time to time, will be deducted from the contractor's bill as per Haryana Government Gazette Notification.
44. Mechanical Mixer would be used for mixing of mortar in terms of provision of PWD specification and nothing extra will be payable on this account.
45. Earnest money of all the tendered will be released only after three months or the acceptance of the tender whichever is earlier.
46. In this contract schedule of rates only essential portion of items has been written, but it will deem to cover the entire items as fully described in Haryana PWD schedule or rates, 1988.
47. No claim will be entertained from the contractor. In case of any omission in description, rate or unit occurred in any of the items taken in this schedule while comparing this schedule or on account of typing comparison or over writing and in case of error. The same shall be rectifiable at any stage as per Haryana PWD schedule of rate, 1988 along with the amendments made from time to time.
48. If due to any circumstances the site of work is shifted to another near by site in the same town, the agency will have to execute the work on the rates and Terms & condition of allotment letter. No claim on account of change of site shall be entertained.
49. The rates included in the contract schedule of rates cover the cost of filling the water retaining structures; testing for water tightness to the full satisfaction of the Executive Engineer and implying, if desired.
50. Building drawing approved with the unit are tentative may be revised by the Executive Engineer with the permission of competent authority. The agency will have to execute the work in accordance with the revised drawings may not claim any this due to this revision.
51. In case executing agency brings the earth from the nearest lead than specified in the DNIT then the rate for item of earth filling to be paid will be reduced proportionately.

Contractor

Witness

Executive Engineer

52. The Contractor shall have to arrange water of good quality at its own which is suitable for construction work as per IS necessary code. Nothing extra shall be paid on this account water shall have to be got tested every three months by the tenderer from HUDA or any other Government approved laboratory.
53. Any cement slurry added over base surface or for the continuation of concreting for better bond is considered to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable for extra cement consumed on this account.
54. The preparation of new approach road entrance or repair of the existing approach road and its maintenance during the execution of the work including its restoration shall all be carried out by the tenderer and nothing extra shall be payable on this account.
55. Site shall mean the land(s) or other places into or through which the work is to be executed under the contract OR any adjacent land, path, or street, through which the work is to be executed under the contract or any adjacent land path or street which may be allotted or used for the purpose of carrying out the contract.
56. The contractor shall plan transportation of construction materials components and equipments over public roads in accordance with traffic regulations as applicable at the time and without causing any obstruction to other traffic or causing accident. No claim whatsoever will be entertained on this account.
57. The contractor shall get the layout for installation of plant machinery labour huts, stores, site office, workshop, batching plant etc. approved from Executive Engineer in advance. Nothing extra shall be payable on this account.
58. Executive Engineer or his authorised representative may appoint any number of assistant to assist them. Their names duties and scope of authority shall be notified to the contractor and they shall have the authority to issue instructions/give decisions to the extent of duties assigned and powers delegated to them.
59. The contractor shall take all safety precautions pertaining to construction of works such as excavation, trenching blasting demolition provisions of scaffolds ladder working platforms, gangways, mixing asphalted materials, electric arc and gas welding, use of hoisting and construction machinery shall be governed by relevant provisions of CPWD safety code and as directed by the Executive Engineer and nothing extra shall be payable on this account.
60. The contractor shall make his own arrangements for water supply and electric power necessary required for the work and shall make necessary payments directly to the W/S & Electricity Department concerned and nothing extra shall be payable on this account any recommendatory letters shall be issued by the department if requested by the contractor, but shall be in no way be responsible in not getting delay in getting required connections and no claim will be entertained in this regard.
61. The contractor shall provide at his own cost suitable leveling, weighing and measuring instruments at site for checking the levels, weight and dimensions etc. as may be necessary for execution of the work without any extra cost. The contractor shall also have to carry out preliminary work of setting permanent bench marks, reference points etc. at his own cost.

Contractor

Witness

Executive Engineer

62. A number of other agencies will also simultaneously execute the works like electrification, horticulture or external services and other building works etc. for the same project along with this work in particular. The contractor shall work in close co-ordination and shall provide necessary facilities for the same. No claim whatsoever in the matter shall be entertained.
63. Some restrictions may be imposed by the security staff etc. on the working and/or movement of labourers, materials etc. the contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
64. The Contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for an damages and accidents caused to existing new work due to negligence on his part. No hindrance shall be caused to traffic/running of institution during the execution of the work.
65. The Contractor shall be responsible for the watch and ward of the building, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures against pilferage and breakage during the period of installation and thereafter till the building is physically handed over to the Housing Board Haryana.
66. In order to indemnify the Board for any claim on account of damage to adjacent/existing properties / structure, the contractor shall at his own cost, ensure before commencement of the actual work and as per direction of Executive Engineer against such claim that may arise out of or due to work done by him.
67. The Contractor shall give due notices to municipal, police and / or other authorities that may be required under the Law/Rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosure and pay all charges which may be livable on account of his execution of works, under the agreement nothing extra shall be payable on this account.
68. Clearance of sites at the commencement and completion of work shall be done by the Contractors at his own cost. It includes clearance of site, jungle, bushes, undulations trees drains, culverts, temporary structures including any underground features etc. before start of work and dismantling of underground or of other structures, features constructed by the Contractor for execution of works, after completion of work including disposal of malba.
69. The Contractor shall submit programme for successful completion of contract within 20 days from the date of award of work, in case he fails to do so Executive Engineer will prepare such programme which shall be binding on him.
70. If the Contractor might be required to work in two or more shifts (including night work) and no claim whatsoever shall be entertained on this account notwithstanding the fact that the contractor will have to pay the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and / or extra amounts for any other reasons. Prior approval for such programme be obtained from Executive Engineer.

Contractor

Witness

Executive Engineer

71. Before commencement of the work, the contractor shall co-relate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figures and written dimensions on the drawings shall supersede the measurement by scale.
72. The discrepancy, if any, shall be brought to notice of Executive Engineer for decision before execution of the work. The contractor, alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and incomplete information.
73. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limits shall be summarily rejected.

Materials and testing of materials for quality :

74. The materials shall be subject to inspection and approval of the Executive Engineer. The contractor shall be required to get necessary test carried out of material/ work from an approved laboratory approved by the Board.

75. **Sub-standard Material / Work:**

In case any materials/work is found sub-standard the same shall be rejected by the Executive Engineer and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Executive Engineer at the risk and cost of the contractor without giving any further notice and time.

76. **Sample of Materials:**

The contractor shall submit to the Executive Engineer samples of all materials for approval before bringing bulk supplies and before commencing the work. These approved samples shall be preserved and retained in the custody of the Executive Engineer as standards of materials and workmanship till the completion of the work. The cost of testing of such samples shall be borne by the contractor and nothing shall be payable on this account. Testing charges, if any, shall be borne by the Board in case material found in accordance with specification otherwise the testing charges shall also be recovered from the contractor, if the samples fail in testing.

The Executive Engineer shall reserve the right for number of samples drawn from the works for its testing from the approved laboratories as he may consider proper. The cost of all such sampling and cartage of all tests shall be borne; by the contractor, in case of failure of samples otherwise such charges will be borne by the Board. In case, the contractor does not comply with any such provisions, the Board shall get it done and the charges shall be recovered from the contractor's dues.

Contractor

Witness

Executive Engineer

Insurance against Accident for Injury to Workers

77 The Board shall not be liable for, or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep indemnified the Board against all such damages and compensation, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

78 Use of Fly Ash

The contractor is required to use fly ash clay bricks conforming to IS: 3812 if the same are available, in view of the Fly Ash Notification issued by the Haryana Government from time to time.

79 In case, of any item of HSR which has not been exhibited in the DNIT due to any reason, the same shall be paid with the premium quoted for the relevant chapter of HSR. Further if more than one premium has been quoted for that chapter, then premium of the nearest item or over all premiums at which the tender has been approved which ever is less, will be paid. It is clarified that if no rate /premium for the relevant chapter has been quoted then payment shall be made for that item at overall premium at which tender has been approved.

80 **One percent or as applicable at the time of execution of work labour cess on the construction cost shall be deducted from the contractor's bills as per the Building and other construction workers welfare cess act 1996 with latest amendments.**

81 No extra payment will be made to the contractor for use of Batch mixer, Transit mixer, Belt conveyer and over head crane in case it is used at site.

HOUSING BOARD HARYANA CONTRACTORS LABOUR REGULATIONS AND FAIRWAGE CLAUSE

- (1) Short title: These regulations may be called Haryana (1) Public works Department Contractor Labour Regulations.
- (2) Definitions: In the regulations unless other wise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say.
 - (A) "Labour" means workers employed by Housing Board Haryana contractor directly or indirectly through a sub-contractor 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 inviting tenders for 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) "Contractor shall include every person whether a sub-contractor or headman 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 clean and legible condition in conspicuous place on the work notices in English and in the local Indian language spoken by the majority of the workers giving, the fair wages notified or prescribed by the Haryana Public Works Department and 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
 - (i) The contractor shall fix wages periods in respect of which the wages shall be payable.
 - (ii) No wages 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 the wage period in this respect of which the wages are payable.
 - (vi) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
 - (v) All the payments of wages shall be made on working day.
- (6) (i) Wages books and Wages slip etc. The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the 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 deduction made from the wages with an indication in each of the ground for which the deduction is made.
 - (ii) Wage actually paid for each wages period.
 - (iii) The contractor shall also maintain a wages slip for each worker employed.
 - (iv) The authority competent to accept the contract may grant an exemption from the maintenance of wages book and wages slip to a contractor who in his opinion may note directly or indirectly employ more than 100 persons on the work.
- (7) Fines and deductions which may be made from wages : The wages of a worker shall be paid to him without any deduction of any kind except the following.
 - (i) (a) Fines
 - (b) Deduction for absence from duty, i.e., from the place 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 lost of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglect or default.
 - (d) Any other deduction which the Board may from time to time allow.
 - (ii) A fine shall be imposed on a worker and no deduction for damages or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

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- (iii) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal 50% of the wage payable to him in respect of that wages period.
- (iv) No fine imposed on a worker shall be recovered from him by installment or after the expiry of 60 days from the date on which it was imposed.
8. Register of fines etc.
- (1) The contractors shall maintain a register of fines and of all deductions for damages 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 or fine can be composed. He shall display such list and maintained it in a clear and legible condition in conspicuous place.
9. Preservation of Book: The wage book, the slip and the register of the deductions required to be maintained under the regulations shall be preserved for 12 months after the date of the entry made in them.
10. Power of labour welfare officers to make investigations or enquiry:
The Labour Welfare Officer or any other person authorized by the Haryana State Housing Board on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and power observance of the wage clause and the provisions of these regulations he shall investigate into any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.
11. Report of labour welfare officer : The labour officer or any other persons authorized as aforesaid shall submit a report of the result of his investigations or enquiry to the Project-in-Charge concerned, indicating the extent if any to which the default has been committed and the amount of the 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 other dues paid to the labourers concerned.
12. Appeal against decision of the labour welfare officer any persons aggrieved by the decision and recommendation of the labour welfare officer or other persons 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 lawyer during any investigation enquiry appeal or any other proceedings under these regulations.
14. Inspection of Register : The contractors shall allow inspection of the Wage Book and Wage Slips to any of his workers or to his agent at a convenient time and places after due notices is received or the Labour Welfare Office or any other person authorised by the Haryana Housing Board on his behalf.
15. Submission of return : The contractor shall submit periodical return as may be specified from time to time.
16. **Amendments** : The Haryana Housing Board may from time to time add or amend these regulations and or any question as to the application interpretation or affect of these regulations, the decision of the Labour Commissioner to Haryana shall be final.
- i) Government or any other person authorised by the Housing Board Haryana in that behalf be final.
17. The Government of India with a view to regulate employment of contract labour in certain establishment has enacted the CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970. This Act applies to:-
- i) **to every establishment in which twenty or more workmen are employed or were employed on any day of the preceding twelve months as contract labour;**
- ii) **to every contractor who employs or who employed on any day of the preceding twelve months twenty or more workmen.**

FAIR WAGE CLAUSES

Fair Wage Clause : Fair Wage Clause should invariably in all notices and conditions of contract forms used in this Department.

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

Explanation :

Fair wage means wage whether, for time of 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 public works Deptt. Buildings and Roads Haryana (1) for the district in which the work is done.

- (b) The contractor shall, notwithstanding the provision of any agreement to the contrary cause to be paid fair wage to labourers indirectly engaged on the work, including any labour engaged by the Sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect to all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Haryana (1) Public works Department. Contractor's labour Regulations (page to) made by the Govt. from time to time in regard to payments of wages, wage period, deduction from wages, recovery of wages not paid unauthorized made, maintenance of wage register, wages cards, publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Executive Engineer or the Assistant 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 worker by reason of non fulfillment of the conditions of the contract for benefit of the workers, non-payments of wages which are not justified by the terms of contract or for non observance of the regulations referred to in clause (c) above.
- (e) Vis-à-vis Housing Board Haryana the contractor shall primarily be liable for all payments to be made under Haryana 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 breach of this contract.

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**SCHEDULE OF ITEMS AND SPECIFICATION FOR NOTICE INVITING TENDER FOR
LAND SCAPING OF PARKS INCLUDING ELECTRICAL WORK IN HOUSING BOARD
COLONY, DADRI GATE, CIRCULAR ROAD BHIWANI.**

Estimated cost : Rs 4.00 Lacs

Earnest Money : Rs 8,000/-

Time Limit : Three Months

Date of Receipt : 18.11.2011

Date of Opening : 18.11.2011

PART A :- CIVIL WORK

Sr. No.	Qty.	Description of item	Rate in Rs.	Unit	HSR. No.
1		Supply at site of work well decayed farm yard manure from any available source, approved by the engineer in charge including, screening and stacking.			
	193	Large Park	61.60	Cum	33.1
	101	Small Park	61.60	Cum	33.1
	13	Triangular Park	61.60	Cum	33.1
2		Turfing lawn with fine grassing including ploughing dressing including breaking of clods removal of rubbish, dressing and supply doob grass roots at 10 c.m. apart including supplying and spreading of farm yard manure @ 0.60 cum per 100 sqm.			
	1545	Large Park	155.85	P % sqm	33.17
	807	Small Park	155.85	P % Sqm	33.17
	102	Triangular Park	155.85	P % Sqm	33.17

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Sr. No.	Qty.	Description of item	Rate in Rs.	Unit	HSR. No.
3		Maintenance of lawns with fine grassing for the first year including watering etc.			
	1545	Large Park	211.35	P % sqm.	33.18
	807	Small Park	211.35	P % sqm.	33.18
	102	Triangular Park	211.35	P % sqm.	33.18
4	225 Sqm.	Precast chequered tiles of 20 mm thickness in ordinary grey cement without chips laid on 20 mm thick bed of cement coarse sand 1:3 with neat cement slurry between joints and over the base in floors treads of steps and landing.	101.35	sqm	14.45
5		Cement concrete 1:8:16 with stone aggregate 40 mm nominal size in foundation and plinth			
	22.50 Cum	Pavement	318.65	cum	10.28
6		Providing and fixing IN BRASS/GUN METAL FERRULES BY DRILLING AND TAPPING CAST IRON/DI/G.I PIPE LINES of all diameters and making connections including carriage, loading, unloading etc. complete in all respects to the satisfaction of Engineer-in-charge.			
	3 Nos.	10mm i/d ferrule	154.00	each	28.54
7	300 Mtr.	Edging with 2 nd class bricks laid dry length wise including excavation, refilling consolidating with hand pecking and spreading surplus neatly earth with in a lead of 30 mts brick on edge laid on the edges of 9" pave with bricks size 22.86 x 11.43 x 6.83	3.15	mtr.	33.24
8		Earth filling in park for Mound brought from outside the HBC, Dadri Gate, Bhiwani irrespective of lead			
	15 Cum	Mound	160	cum	N.S.

Contractor

Witness

Executive Engineer

Part –II : Electrical work

Sr. No.	Qty.	Description of item	Rate in Rs.	Unit	HSR. No.
1		Supply and erection of under ground cable 1 mtr. Below ground level covered with sand and bricks including necessary connection, digging and refilling of trenches.			
	474	10 sq.mm 2 core cable	41.80	P. Mtr.	31.25 (IV)
2		Supply and erection of Galvanised iron pipe (B-class) pole welded with M.S base plate of size 15 cm x 15 cm x 3.0 cm thick, erection of the pole in ground surrounded with 15 cm dia of 1:3:6 cement concrete and a platform 10 cm thick to the size of base plate at the bottom including painting. (Amended vide A & C slip 10 dated 10/12/92)			
	18 Nos.	3.5 Mtr long 50 mm dia pole duly embedded 0.7 m below ground level.	293.00	each	31.30 (ii)
3		Supply and erection of 3 stepped steel tubular pole (sewage type) conforming to I.S.S. welded with mild steel base plate of size 30 cm x 30 cm x 6 mm thick including erection of pole in ground surrounded with 30 cm dia of 1:3:6 cement concrete and a plate form of 10 cm thick to the size of base plate at the bottom including painting (Amended vide A & C slip 10 dated 10.12.92)			
	4 Nos	8 meter long triple bracket pole duly embedded 1.25 meter below ground level conforming to 410-SP-II of IS: 2713 (part-II) 1980, extending the top section by 2 meter and smoothly curved each making an angle of 10° to 15° with the horizontal plane, braket fitted with suitable size of mild steel nipples minimum 10 cm in the braket) to hold the fitting.	2135.00	each	31.30

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Sr. No.	Qty.	Description of item	Rate in Rs.	Unit	HSR. No.
4.	22 Nos.	Supply and erection of weather proof M.S. box of size 20 cm x 15 cm x 10 cm covered with 3.00 mm thick M.S. sheet hinged cover housed in 1:2:4 cement concrete muff including suitable size of PVC pipe for incoming and outgoing cables, including the cost of 1 No. 16 amp. 415 volts Kit Kat and 2 Nos. 63 amp. 415 volts neutral links,, fixed on hard wood board in the M.S. box including the cost of looking arrangements, painting and necessary connection etc.	120	Each	31.30 (v)
		Muff size 40 cm dia 50 cm high			
5		Supply and erection of PVC unsheathed copper conductor cable single core 1100 volts grade in pipe of suitable size excluding cost & erection of pipe.			
	344 Mtr.	Cable size 2.5 sqm (3/1.05 mm)	16.30	Per Mtr.	31.40 (ii)
6		Supply and erection of Post less lantern HPC 106 Phillips make W.O blast suitable for 55/ W CFL lamp and standard accessories.			
	30 Nos.	HPC 106 55 W CFL	3000	Each	N.S.

DNIT APPROVED

Sd/-
Chief Engineer,
Housing Board Haryana,
Panchkula.

Executive Engineer,
Housing Board Haryana,
Rohtak.

Sd/-
ADM, HBH Panchkula

Sd/-
CHD, HBH, Panchkula

Sd/-
CS, HBH, Panchkula

Sd/-
S.E, HBH, Panchkula

Contractor

Witness

Executive Engineer