THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 E-mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in

No. Hafed/EE (HQ)/Drg./4627 **Dated: 18.03.2013**

Short Notice Inviting Tenders -

Tenders are hereby invited for the following work:

Sr. No	Name of Work	Estimated Cost (in lac)	Earnest Money (in lac)	Time Limit
1.	Raising of B.O.E. road between 2 Nos. Non convertible plinth in Hafed Complex at Ghasola (Charkhi Dadri).	1.83	0.04	1 Month
2.	Construction of 4500 MT capacity Phar in Hafed Complex at Hisar.	8.67	0.17	1 Month
3.	Construction of 7100 MT capacity Phar in Hafed Complex at Mandi Adampur (Hisar).	20.24	0.41	1 Month
4.	Construction of 5000 MT Phar in Hafed Complex at Behal (Bhiwani).	16.53	0.33	1 Month
5.	Construction of 15000 MT capacity Phar with Brick Paving Roads in Hafed Complex at Dipalpur (Distt. Sonepat).	70.01	1.40	1 Month

NOTE: 1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.

2. Potable and wholesome water is to be used for construction and curing work.

Tenders can be purchased/downloaded upto 26.03.2013 (12.30 PM) and will be received upto 26.03.2013 (3.00 P.M.) at Panchkula. The tenders will be opened on 26.03.2013 (3.30 P.M.) at Panchkula. Please visit our website: www.hafed.gov.in

Sealed item rate tenders on prescribed forms are invited from the approved contractors/societies borne on the approved list of appropriate class of contractors/societies for specific nature of work, in PWD(B&R) Haryana, MES, Railways, CPWD, HUDA, HSAMB, Haryana Warehousing Corporation, HPHC or any other State/Centre Govt. Deptt/ Board/ Corporation for the above mentioned works, in sealed envelope on 26.03.2013 upto 3.00 P.M from the office of the undersigned and the same will be opened 26.03.2013 at 3.30 P.M. respectively in the office of undersigned in the presence of intending contractors or their authorized representatives, who may choose to attend for the purpose.

Tender documents can be obtained on making prescribed payment of:-

Rs. 500/- for the works costing upto Rs.5.00 lacs
Rs.1000/-for the works costing above Rs.5.00 lacs upto Rs.25.00 lacs.
Rs.5000/- for the works costing above Rs.25.00 lacs upto Rs.1.00 Crore
Rs. 15000/- for the works above Rs.1.00 Crore upto Rs.5.00 Crores.
Rs. 20000/- for the works above Rs.5.00 Crore upto Rs.50.00 Crores.
Rs. 50000/- for the works more than Rs.50.00 Crores.

(Non Refundable) through separate Bank Draft in favour of **"The Haryana State Cooperative Supply and Marketing Federation Ltd., payable at Panchkula"** from the office of the undersigned. The contractual agencies can submit their documents through registered AD post/speed post but these must reach in the office of XEN, Hafed, Panchkula before one day prior to opening of tender and the responsibility of delay on account of postage shall rest with the agency. The contractors can also download the tender documents from our website: www.hafed.gov.in. For the tenders downloaded from the website, tender cost shall be deposited with earnest money in the separate envelope.

The tenderers should submit tender in two envelop systems the 1st one containing earnest money/cost of tender fee and other required documents and 2nd one containing the price bid. After checking the tender fee and the earnest money, the price bid will be opened. If the cost of tender fee and earnest money draft is not found proper, the price bid will not be opened.

ELIGIBILITY, TERMS AND CONDITIONS:-

1. DNIT can be seen on any working day during office hours in the office of the undersigned and can be downloaded from our website: www.hafed.gov.in
2. Conditional tenders will not be entertained and are liable to be rejected.
3. In case the day of receipt of tenders / opening of tenders happens to be a holiday, the next working day will be treated for sale of tenders /opening of tenders. The time and place of receipt of tenders/opening of tenders and other conditions will remain unchanged.
4. The amount of earnest money shall be same in case of cooperative labour & construction societies as well as other contractors.
5. **Hafed will take the Earnest money in the shape of Bank draft in favour of "The Haryana State Cooperative Supply and Marketing Federation Ltd., payable at Panchkula".**
6. The contractors/agencies must specify their Income Tax Permanent Account Number (PAN) and postal pin code on the tender form.
7. The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The contractors who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited."
8. Hafed reserves the right to accept or reject any or all offers without assigning any reason.

MANAGING DIRECTOR,
HAFED, PANCHKULA

H a f e d

Name of Work :

…….....

…….....

…….....

…….....

Chapter No.	*Name of Chapter*	*Page No.*
1.	*Notice Inviting Tenders*	*2- 4*
2.	*General rules and direction for the guidance of contractors.*	*5- 17*
3.	*Schedule of Material to be issued by the Department*	*18*
4.	*Supplementary condition of contract*	*19- 21*
5.	*Explanatory notes*	*22- 24*
6.	*Schedule of Specifications/Quantities/Rate*	*25-*

Tender No.....Dated .....

Name of Agency

.....

.....

.....

.....

Address:-

Vill&P.O….....

Tashil……..

Distt……PIN CODE NO……..

State…….....

Parmanent Account Number of the Agency …….....

The Haryana State Cooperative Supply and

Marketing Federation Limited: Chandigarh

NOTICE INVITING PERCENTAGE RATE TENDERS :

1. Tenders are hereby invited on behalf of the Managing Director, Hafed for _____ _____ _____ _____detail of the estimate of which are given in paragraph 14 below :

2. Tenders will be received by the Executive Engineer , Hafed, Panchkula at ……. hours on . ……. and will be opened by him on the due date and time at Head Office Panchkula in the presence of tenderers or their authorized representatives/agents who may like to be present at that time. Tenders must be delivered in person by the intending contractors or their authorized representatives/ agents to the Executive Engineer.

3. Earnest money amounts to Rs. _____ in the shape of bank draft in favour of HAFED payable at Panchkula must accompany each tender and each tender to be submitted in a sealed cover subscribed "Tender for the work of _____ _____ __________" and addressed to the Executive Engineer.

4. Tenders are to be on the prescribed form (percentage rate tender for works) which can be obtained from the office of Executive Engineer , Hafed, Panchkula/Hisar. The prescribed form contains the 'Condition of Contract" to the complied with by person whose tender may be accepted. Applicant will be required to pay Rs. _____ for each tender document.

4 (a) The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The contractors who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited.

5. Further information on tenders can be obtained and a schedule of the quantities, the detailed plans and specifications can be seen in the office of Executive Engineer, Hafed, Panchkula on any working day from 10.00 A.M. to 5.00 P.M.

6. Tender should be made at a percentage above or below the rate in the details of estimate (paragraph 14 below) and the contractor should state the period within which he agrees to carry out the work..

7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission, of the tenders. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether he inspects them or not.

8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and he has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores will be issued tg him by HAFED and local conditions and other factors bearing on the execution of the works.

9. Each tenderer shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession the Haryana P.W.D. specification Book 1990 edition with upto date amendment, failing which the tender shall be capable to be rejected.

10. The Executive Engineer reserves to himself the right of issuing the materials to the contractors as per list enclosed for use on the work at the places and rates notes noted against each. When the material is to be issued from stock, the contractor shall be held responsible for obtaining from Hafed all such materials required for the work and for making payment there for by deduction from his bills at the rate specified regardless of fluctuations in the market rates or in the stock rates of the Division. No carriage or incidental charges will be borne by Hafed for moving the material beyond the place where the contractor has agreed to take delivery thereof except in case of material of which a specified provision for the payment of carriage and incidental charges is made in the contract schedule of rates.

11. The tenderer shall initial all corrections in his tender. Non-compliance of this condition will render the tender liable for rejection.

12. The contractor, whose tender is accepted will be required to execute a contract deed on the prescribed form and will be required to furnish security which will be recovered by way of deduction of ten percent from the bills of payment to be made on account of work done. The earnest money (mentioned in paragraph 3 above) will be treated as part of the security.

13. The acceptance of the tender will rest with the Executive Engineer, Hafed, Panchkula who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason.

14. Details of estimate as per schedule attached from page _____ to _____. Total estimate cost Rs. _____ Sr No. Sub head of estimate rate per Item No Sub Head See page _____ to _____ ____ estimate.

15. PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS

The tender documents issued by this office contain page ……. to …….

16. The intending contractor shall fill in the percentage rate above/below in the details of the estimate referred to in paragraph-14 above at its appropriate place, sign all pages of the tender documents and initial corrections etc. The sealed envelope subscribed "Tender ……... …… alongwith other documents namely duly accepted power of attorney in original or attested copies in the name of tenderer or his authorized representatives or agents to act on behalf of the contractor, and (b) documents in respect of payment of earnest money, and delivered in office of the Executive Engineer by the prescribed hours.

17. The tenders, which are not accompanied by the earnest money/proof of earnest money or did not strictly follow the technical requirements, shall be summarily rejected.

18. Tender/quotations, which are dependent upon the quotations of other shall be summarily rejected.

Contractor **Witness** **Executive Engineer**

H A F E D

PERCENTAGE/ITEM RATE TENDER
AND
CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of Invitation to tender posted on a board hung-up in the office of 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 of 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 security deposit to be deposited by the successful tenderer and percentages, if any to be deducted from bills. Copies of the specifications, designs and drawing, Estimated rates/ Common Schedule rates 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 contractor at the office of the Executive Engineer during office hours.

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

2-A Tenderer shall sign each page of the tender.

3. Any person who submits a tender shall fill up the usual printed form stating at how much percent above or below the rates specified in Rule I he is willing to undertake the work. Only one rate of percentage more or less on all the Estimated rates/Common Schedule rates shall be named. Tenders 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 conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. The Executive Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors or their authorize agent who may be present at the time and will enter the amount of several tenders in a Comparative Statement in a suitable form. In event of a tender being accepted a receipt for the earnest money forwarded there-with shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

5. The Managing Director shall have the right of rejecting all or any of the tenders.

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

6-A With the issuance of acceptance letter, all the conditions (including the additional conditions) in the tender will convert into conditions of an agreement and the contract will stand concluded. Necessary stamp as required under the Indian Stamp Act, 1899 will be affixed by the management.

7. The receipt of an accountant or clerk for any money paid by the contractors will not be considered as an acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by only authorized officer of Hafed.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the HAFED and their issue rates, shall be filled in an 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, he shall request the Executive Engineer to have this done before he completes and delivers his tender.

TENDER FOR WORKS

I/we hereby tender for the execution for the Haryana State Corporation supply and Marketing Federation, herein after referred to as HAFED of the work specified in the under-written memorandum with in the time special in such memorandum at"

below estimate
per cent……. the rates entered in the …….…. mentioned in Rule I and
above common schedule of rates of P.W.D.

in accordance in all respects with the specifications, designs, drawing, and instructions in writing referred to in rule I hereof and in Clause II of the annexed conditions and with such materials are provided for and by in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) If several Sub-works are 1 percent to 10 included, they should be detailed in a separate list.	**(a) General Description**	
	(b) Estimated cost	
(c) This deposit will vary from 1 pr cent to 5 per cent of the estimated cost of the work according to the requirements of the case.	**(c) Earnest money**	**……. Rs.**
	(d) Security deposit (including earnest money)	**…….. 5%**
(e) This percentage, where no security deposit is taken, will vary from 5 per cent to 10 per cent of the requirements of the case, where security, deposit is taken, see note to Clause 1 of Conditions of contract.	**(e) Percentage, if any, to be deducted from bills**	**…….. Rs. (Rupees percentage)**
	(f) Time allowed for the work from date of written order to commence	**…… Months**

Item No. 1	Item of Work 2	Unit 3	Per 4	Rate Tender	
				In Figures 5	In Words 6

Note: To be continued on additional sheets as found necessary.

Should this tender be accepted I/we hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the HAFED or its successors in office the sums of money mentioned in the said conditions.

The sum of Rs. …….. deposited …… vide HAFED Receipt Number ……. Dated ……, as earnest money the full value of which is to be absolutely forfeited to the HAFED or its successors in office, without prejudice to any other rights or remedies of the said HAFED or its successors in office, should I/we fail to commence the work specified in the above memorandum or (a) otherwise the said sum of Rs. …… (b) shall be retained by HAFED on account of the security deposit specified in Clause I (B) of the said conditions of contract.

***Give particulars and numbers.**

Strike out (a) If no cash security deposit is to be taken

Strike out (b) If cash security deposit is to be taken

Dated the day of 2012

***Signature of contractor before submission of tender**

Signature :- Contractor----------

Witness

Signature of witness Contractor's signature.

Address

Occupation

***Signature of the officer by whom accepted**

The above tender is hereby accepted by me on behalf of HAFED.

Dated the day of 2012

CONDITIONS OF CONTRACT

Security deposit this will be the same percentage as that in the tender at (c)

Clause 1:--- The person/persons whose tender may be accepted (hereinafter called the contractor),shall permit HAFED at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 10% subject to a maximum of 5% of all money so payable. Such deduction will be held by HAFED by way of security deposit. All compensation or other sums of money payable by the contractors to HAFED under the terms of his contract may be deduced from his security deposit or from any sum, which may be due or may become due to the contractor by HAFED 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 Government securities endorsed as aforesaid any sum which may have been deducted from or raised by sale of his security deposit or any party thereof.

Compensation for delay

Clause 2 – The time allowed for carrying out the works 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 per cent which the E.E. Hafed in-charge may levy on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the E.E. Hafed may levy on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : provided always that the entire amount of compensation to be paid under the provision of this Clause shall not exceed ten per cent of the estimated cost of work as shown in the tender. The Managing Director may on representation in writing from the contractor reduce the amount of compensation and his decision in writing shall be final.

Action when whole of security deposit is forfeited.

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 lump sum or deducted by installments) the Managing Director on behalf of the HAFED shall have power to adopt any of the following courses, as he may deem best suited to the interests of HAFED.

(a) To rescind the contract (of which recession notice in writing to the contractor, under the head of the Managing Director shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of HAFED.

(b) To employee labour paid by the HAFED and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certification of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner 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.

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

In the event or any of the above courses being adopted by the Managing Director, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum of or for any work therefore actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

Clause 4 – In any case in which any of the powers conferred upon the E.E. 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 withstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the XEN Hafed putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires take possession of all or any tools, plants, material and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part hereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate hereof shall be final, otherwise the Executive Engineer may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor".

Power to take possession of or require removal of or sell contractors plant.

Extension of time

Clause 5 – If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other

ground, he shall apply in writing to the E.E. within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the M.D.shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any as may, in his opinion be necessary or proper. SE/CE Hafed is empowered to give the time extension for a period of 3 months for the work costing upto Rs. 10 Lacs.

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

Clause 5-A – 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 or in the Schedule of Rates in force in the District* for the time being. The contractor shall include in such monthly return particular 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 the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included whatsoever be the circumstances.

***District rates mean the Haryana P.W.D. Buildings and Roads Branch rates for that District.**

Clause 6 – Without prejudice to the rights of HAFED under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given or shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus material's and rubbish, and cleaned off the dirt from all woodwork, door 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 off 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 cleaning off dirt on or before the date fixed for the completion of the work, Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish dispose of the same as he think fit and clean off such dirt as aforesaid; and the contractor forth-with 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.

Final certificate. Payment on intermediate certificate to be regarded as advances.

Clause 7 – No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by

way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected , or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the recurring of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under those conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any otherway vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly.

Clause 8 – 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, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed forms.

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

Stores supplied by Hafed.

Clause 10 – If the specifications of estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store of if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning for effect of this contract specified in the schedule or memorandum here to annexed), the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specific in the said schedule or me-morandum may be set off or deducted from any sums them due, or thereafter to become due to the contractor under the contract, or otherwise against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor but not shall on any account be removed from the site of the work without the written permission of the Engineer-in-charge and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of contract, shall be returned to the Engineer in charge's store if by a notice is by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claims for compensation on account of any such material so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Work to be executed in accordance with specifications, drawing orders etc.

Clause 11 – The contractor shall execute the whole and every part of the work in the most substantial and work man like manner, and both as regards material and otherwise in every respect in strict accordance with the specifications The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Engineer in charge and lodged in the office, and to which the contractor shall be entitled to have access such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Removal of employees, workmen and foremen.

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

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-charge shall be re-employed or re-instated on the works by the contractor at anytime, except with the previous approval in writing of the Engineer-in-charge. The contractor shall not be entitled to demand the reason from the Engineer-incharge for requiring the removal of any such workman, foreman or other employee.

Alteration in specification and Designs, do not invalidate contracts.

Clause 12 – The Engineer-incharge shall have power to make any alteration in or omission from additions, to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of 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 Engineer-in-charge and such alterations, additions, or substitution shall not invalidate the contract; and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the altered, additional of 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 schedule of rates of the district subjects` to the same percentage above or below as included in the contract, and if such class of work is not entered in the schedule or rates of the district then the contractor shall within seven days of the date of his receipts of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-incharge and M.D. do not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carryout 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 thereto before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the M.D. will be final.

Extension of time in consequence of alteration.

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

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

Clause 13 – If at any time after the commencement of the work the HAFED shall for any reason whatsoever not require the whole 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 the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.

Action and compensate on payable in case of bad work.

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

Works to be open to inspection.

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

Contractor, or responsible agent to be present.

Notice to be given before work is covered up

Clause 16 – 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 the same may be measured and correct dimensions thereof 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 expenses or in default thereof no payment or allowances shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfections for 6 months after certification.

Clause 17 – If contractor or his work people, or servant 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 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 in any imperfections become apparent in it within six months after a certificate final or other of its completion shall have been given by Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit.

Contractor to supply plant ladders, scaffoldings, etc.

And be liable for damages arising from non-provisions of lights fencing etc.

Clause 18 – The contractor shall supply at his own cost all materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite 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 Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement 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 the Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or his security deposit. The contractor shall also provide all necessary fencing and lights required from/ to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to pay such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Female Labour

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

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

Clause 19-B – The contractor shall pay his labourers not less than the wage paid for similar work in the neighbourhood.

Work on Sunday

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

Contractor liable for payment of compensations to injured workman, or in case of death, to

Clause 20-A – In every case in which by virtue of the provision of Section 12, sub-section (1) of the Workmen's Compensation Act, 1923, HAFED is obliged to pay compensation to workmen employed by the contractor, in execution of works, HAFED will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of HAFED under Section-12, subsection (2) of the Act, HAFED shall be at liberty to

his relations.

recover such amount or any part thereof by deducting in from the contract or otherwise.

HAFED shall not be bound to contest any claim made against it under Section 12, sub-section (1) of the said Act except on the written request of the contractor and his upon giving to HAFED full security for all costs for which HAFED might become liable in consequence of contesting claim.

Work not to be sublet.

Clause 21 – The contract shall not be assigned or sublet without the written approval of the M.D. and if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or if any bribe, gratuity, gift, loan requisite 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 officer or person in the employ of Hafed in any way relating to his office or employment or if any such officers or, person shall become in any way directly or indirectly interested in the contract the Managing Director may thereupon by notice in writing rescind the contract and the security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of HAFED and the same consequence shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work there to fore actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting bribing or if contractor be comes insolvent.

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

Clause 22 – 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 HAFED without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

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

Clause 22-A – Any excess payment made to the contractor inadvertently or other under this contract or any account whatever and any other sum found to be due to HAFED by the contractor in respect of this contract, or any others contract or work-order or any account whether, may be deducted from any sum whatsoever payable by HAFED to the contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government.

Changes in constitution of firm.

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

Works to be under direction of Superintending Engineer-in-charge.

Clause 24 – All work to be executed under the contract shall be executed under the directions and subject, to the approval in all respects of the Managing Director of the HAFED 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.

Arbitration Clause

Clause 25 – If any question, difference or objections on what-soever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party or whether the contract should be terminated or has been rightly terminated or as regards the rights and obligation of the parties as a result of such termination, then save in so far as the decision of any such matter is herein-before provided for and has been so decided, every such matter shall be referred for arbitration

to the Arbitrator to be appointed by the RCS on a, written request from the Contractor/Executive Engineer who will act as such at the time of reference within 30 days of the final payment has been made or from the date a registered notice for receiving the final payment is sent to the Contractor, and in case of minus bill then from the date of signing by the contractor such bill or from the date of notice to the contractor for his bill being minus, and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

If the matter is not referred to the arbitration within the period specified above, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely time-barred.

Lump sum in estimate

Clause 26 – When the estimate on which a tender is made include lump-sums in respect of parts of the works, the contractor shall be entitled to payment in respect on the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no specification.

Clause 27 – In the case of any class of work for which there is not such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition on works

Clause 28 – The expression “works” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions be constructed 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, substituted or additional.

Clause 29– The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

Schedule showing (approximately) materials to be supplied from the HAFED Stores for works contracted to be executed and the rates at which they are to be charged for :-

Particulars	Rates at which the material will be charged to the contractor			Place of delivery
	Units	Rs	P.	
1. Cement Bag	Each	231 (including 3% storage charges)	75	
2. Recovery of Bricks	1000 Nos.	3150	00	
3. Recovery of Brick bats	Cum	319	00	

(Signature of Contractor)

H A F E D

SUPPLEMENTARY CONDITIONS OF CONTRACT

1. The material should be brought from the sources or quarries specified by the Engineer-Incharge. All the clauses of the preliminary specification in the Haryana P.W.D. as modified upto date shall be applicable to this work.

2. The rates quoted in the tender are applicable till the completion of the contract and no variation by way of any extra will be allowed under any circumstances even if it involves controlled commodities. The rates given in the schedule of rates are inclusive of Octroi, terminal tax, Royalty and all other taxes and charges.

3. No claim in respect of sales tax or any other local taxes which might be in existence or which might hereafter be imposed will be admissible.

4. The contractor shall cooperate with other special agencies who may be engaged by the employer and shall afford all reasonable facilities for the execution of such work during the process of construction and repairs.

5. Secured advance if payable, will be paid @ 75% of value of all the bonafide materials of imperishable nature brought to site and lying at site but not used in work upto the time of billing subject to production of valid cash memos. Recovery shall be effected only to the extent of the quantity used in the work upto the time of billing. The watch and ward of the material shall be the responsibility of the contractor and in case arrangement to the satisfaction of Engineer-in-charge are not made by the contractor, the same shall be made by the department at the cost of contractor, Execution of indenture on the prescribed form is pre-requisite. Hafed will not own responsibility of any loss of such material on account of theft fire or damage otherwise before its actual consumption.

6. The work shall be carried out strictly in accordance with the relevant drawings and specifications. The contractors shall make no alterations in the drawings and specifications and should any error or discrepancy appear in them he shall refer it to the Engineer-in-charge in writing for proper adjustment and further instructions.

7. The contractor shall not suspend the works (unless so ordered by Engineer-incharge) pending the Engineer-incharge's decision on any question referred to him in this contract.

8. The Engineer-in-charge may from time to time by direction in writing without in any way vitiating or affecting the contract, order the contract, to suspend the work or any part thereof at such time of times as the Engineer-in-charge may deem desirable and for any cause and the contractor shall not after such directions to suspend the works or any part thereof, proceed with the work directed to be suspended until he receives a written order to do so from the Engineer-in-charge.

9. Mild steel reinforcement and structures either in the form of rounds or flats shall confirm to latest Indian standard Code Practice. Contractor shall make arrangements to get specimen of steel/concrete tested whenever desired by the Engineer-in-charge. The method of testing and interpretation of results shall be as per the relevant clause of the Indian Standard Code of Practice. Cost of materials, labour and all other expenses with testing shall be born by the contractor.

10. FIRST AID AND LIFE SAVING EQUIPMENTS. The contractor shall provide upon the works, to the satisfaction of the Engineer-in-charge and at such place as he may provide proper and sufficient life saving, fire fighting and first aid appliances, which shall at all times be available for use.

11. SITE ORDER BOOK. The contractor shall also maintain an order book at the site of each of the works wherein the instructions of the Engineer-in-charge or his representative about the work shall be recorded. The order book shall be the property of the employee and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book once a day in token of his having perused the orders given therein.

12. The Engineer-in-charge has full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge has also full powers to require other proper material to be submitted therefore and in case of default, the Engineer-in-charge may cause the same to be supplied and all cost which may accrue on such removal and substitution are to be borne by the contractor.

13. The contractor shall pay not less than fair wages applicable to the locality to labourers engaged by him on the work, all other labour laws as applicable in the locality shall be adhered to.

14. If the contractors are a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the Constitution of the firm. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of relevant clause hereof and the same action may be taken and the same consequence shall be ensured as provided in the said clause.

15. The contractor shall make his own arrangements for providing accommodation for labour as may be required in accordance with local regulations.

16. The contractor shall deposit royalty and obtain necessary permit for supply of earth aggregates etc. from the concerned authorities.

17. In respect of all labour directly or indirectly employed in the work or performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with regulations for hutting accommodation of labour as per Haryana PWD Code Rules.

18. The Earnest Money already deposited with the Hafed will count towards security deposit.

19. Actual quantities of completed, measured and accepted work shall only be paid.

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

21. Amount of the work may be increased/decreased and any item omitted or substituted in accordance with requirement of the Federation and no claim on this account shall be entertained.

22. In case any quantity of cement, steel, paints or other commodity issued from the stock to the contractors by the Engineer-in-charge for use on the work for which it is issued, is not utilized for the purpose for which it is issued and is otherwise disposed off by him or spoilt or lost or allowed to get deteriorated or used in excess of the quantities actually required to be used as per specification herein stipulated or those fixed by the in

excess of the quantities actually required to be used as per specification herein or those fixed by the Engineer-in-charge the cost of such quantity of that material shall be recoverable from the contractor at double the rates at which it is agreed to be supplied to the contractor.

23. Whenever what will be supplied by the Federation recovery on account of water shall be made from the contractor at the rate of 1% of the amount on items where water has been used.

24. Income tax will be deducted from the bill of the contractor according to section 195-C of Income tax Act and instructions issued from time to time.

25. The recovery of cost of cement supplied by Hafed to the contractor for use on Hafed works shall be made as under :

(i) If the quantity of cement consumed on the work is as required under the P.W.D. Specifications, the rate as mentioned in the Agreement.

(ii) If the quantity consumed is less upto 5% of that required to be used according to the specifications, herein stipulated or fixed by Engineer-in-charge, the cost of less quantity will be recovered at Agreement rates.

(iii) If the quantity of cement consumed is in excess of 5% of the quantity required under the specifications the cost of entire cement consumed excess will be recovered at penal rate i.e. double the Agreement rate.

(iv) If quantity of cement consumed is less by more than 5% of specifications, the cost of cement less consumed will be recovered at the Agreement rate and in addition to that rates of the item of work where it is likely to be consumed will also be paid at reduced rates. It shall be the discretion of the deptt. to determine the whether the stability of the structure is effected adversely due to less consumption of materials and in case it is felt that it is likely to be so, the Executive Engineer Incharge shall reject the work and decision of S.E. in such matter shall be final.

26. The defect liability period shall be 6 months from the date of completion of work. The date of completion shall be considered as date certified by the Engineer-In-Charge. The Engineer-In-Charge shall give notice to the contractors of any defects before the end of the defects liability period. The defect liability period shall be extended for as long as defects remain to be corrected. The contractor shall correct the notified defect/defects within the length of time specified by the Engineer-In- Charge.

27. 10% security will be deducted from the gross amount of each running bill of the agency subject to a maximum of 5% of all the tendered value. The earnest money deposited of the tender will be treated as part of the security. One-half of the security deposit will be refunded on completion of the work/issue of Taking-over Certificate, and the other half will be released one year after expiry of the Defects Liability period. The contractor shall have the option to replace the second half of retention money with unconditional bank guarantee for the desired period.

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

29. No reference for arbitration shall be maintainable unless the contractor furnishes a security deposit of a sum determined according to the table given below and the sum so deposited shall, on the termination of the arbitration proceeding, be adjusted against the cost, if any, awarded by the Arbitrator against the party and the balance remaining after such adjustment or in the absence of any such cost being awarded, the whole of the sum shall be refunded to him within one month from the date of the award.

Amount of claim	**Rate of security deposit**
For claim below Rs. 10,000/-	3% of the amount claimed
For claims of Rs. 10,000/- and below Rs. 1,00,000/- and	5% of the amount claimed
For claims of Rs. 1,00,000/- and above	10% -do-

Contractor Witness Executive Engineer

EXPLANATORY NOTES

1. The above rates are for completed work including cost of all materials, labour, tools and plants and water etc. unless otherwise specified.

2. All other such items covered by the Haryana P.W.D. schedule of Rates 1988 corrected up date and got carried out, if any, will be paid for as per Haryana P.W.D. schedule of rates, 1988 corrected upto date subject to the accepted tendered premium/abatement given by contractor.

3. All clauses and notes given in the Haryana P.W.D. schedule of rates 1988 with upto date correction slips shall be applicable to all above items where ever necessary.

4. The description, rates, units, etc of above schedule shall be corrected as per Haryana P.W.D. schedule of rates, 1988, in case of any error or omission.

5. Chapter numbers with items referred to above are of Haryana P.W.D. schedule of rates 1988 corrected upto date.

6. The whole work shall be carried out strictly in accordance with the Haryana P.W.D. specification book 1990 edition, as applicable with upto date correction slips.

7. No premium shall be payable on the items which are not provided in the Haryana P.W. D Schedule of rates, 1988 corrected upto date.

8. Samples of all building materials, doors and windows, fittings and other articles required for use on the work shall be got approved from the Engineer-in-charge. Articles manufactured by firms of reputes, approved by the Engineer-in-charge, shall only be used. Only articles classified as “First Quality” by the manufacturers shall be used. Articles which are not ‘First quality’ shall be rejected by the Engineer-in-charge. Preference shall be given to those articles which bear ISI certificate work In case, articles bearing ISI certification Mark are not available, the quality of samples brought by the construction shall be judged by the standards laid down in the relevant ISI specifications.

9. All material and articles brought by the contractor to the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Engineer-in-charge.

10. The contractor shall provide such recesses, holes opening etc. as directed by Engineer-in-charge as required for the Electrical/sanitary work and nothing shall be payable on this account.

11. Thickness of RCC shall be measured and paid for as structural sizes designed.

12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-charge shall not be measured for payment.

13. Wherever there is a provision for flush doors, only doors as bear the ISI certification marks and arranged from manufacturer of good repute shall be accepted. In case, flush doors bearing ISI certification marks are not available in the market, flush doors conforming to ISI specifications and arranged from manufacturer of good repute shall only be accepted.

14. Steel butt hinges shall strictly conform to Indian standards specification 19-1341-1970 (latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications. Hinges shall be of good workmanship and manufactured by the firm of good repute.

15. The provision of public Health and Electric installations involved in the execution of work is not covered by this contract and as, such the premium/abatement quoted by the contractor shall not be applicable on chapter 28 to 31 of Haryana P.W.D. schedule or rates, 1988.

16. Analysis of rates for non-schedule/items i.e items which are not provided in the Notice inviting tender/Haryana P.W.D. schedule of rates, 1988 corrected upto date shall be payable as per actual lowest materials rates from the recognized public market suitable to the executing Division and wages of labours as applicable at the time of execution of work, plus admissible contractor's profit and over head charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-charge, if deemed necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the Departmental Financial rules in existences at the time of approval.

17. Tender with the condition regarding steel work to be done at labour rate shall be considered invalid and rejected straightway.

18. For quality control, the contractor shall be required to use cement concrete mix giving a minimum cube strength as may be prescribed in the relevant structural drawings of work. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant ISI and other codes at the expense of the contractor. The rates provided in the HSR 1988 include the cost of such testing.

19. Irrespective of what is stated in para 9 (b) of the preface of Haryana PWD schedule of rates, 1988 no carriage of cement, steel and bricks of any other type of material shall be admissible irrespective of lead involved.

20. If, however, the contractor seek some assistance from the department in connection with arranging water/electric connection from the public utility service authorities for the purpose of Govt. work such assistance only to the extent of writing a letter from the Engineer-in-charge of the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

The department, may on application of the contractor, issue essentiality certificate for Diesel/petrol (if it becomes a controlled commodity) required for carriage of materials to be used on the work but the department will not undertake any responsibility for the arrangement of such materials, non availability of any such materials will not absolve the contractor of his contractual obligation.

Divisional Accountants **Divisional Head Draftsman** **Executive Engineer(s)**

Contractor **Witness**

DNIT FOR RAISING OF B.O.E. ROAD BETWEEN 2 NOS. NON CONVERTIBLE PLINTH IN HAFED COMPLEX AT GHASOLA (CHARKHI DADRI).

TENDER AMOUNT:- Rs. 1.83 Lacs
EARNEST MONEY:- Rs. 0.04 Lacs
TIME LIMIT:- 1 Month
(HSR + C.P) = Rs. 3,39,330/-

Sr. No.	HSR	DESCRIPTION	QTY.	RATE	UNIT
1	8.28	Dismantling brick or flagged stone slab flooring without concrete base.	1748.00	1.70	Sqm.
2	8.32 (f)	Scraping of brick dismantled from brick work in mud.	52440.00	83.10	Per 1000 nos.
3	24.1 (b)	Preparation of sub grade complete as per HSR	874.00	92.45	% Sqm
4	29.13 + 29.14 DR	Flat brick paving over Brick-On-Edge paving with sand grouting as per HSR.	874.00	59.89	Sqm.

		NON SCHDULE ITEMS				
Sr. No.		**Description**	**QTY**	**Deptt. Rate**	**UNIT**	**Rate to be quoted by the agency**
1	NS	Earth filling under floors and roads with earth brought from outside with any lead including ramming, watering, consolidation, compaction, loading and unloading and rolling to specifications complete.	188.50	154.51	Cum	

NOTE: 1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.

2. Potable and wholesome water is to be used for construction and curing work.

3. The descriptions of items are given in brief which may be read complete as per chapter no. mentioned according to HSR 1988.

4. The sanctioned ceiling premium are applicable as per Haryana Gazette Notification dated 22.11.2011 as applicable w.e.f. 22.11.2011 as got approved by Hr. PWD B & R Deptt.

5. No premium will be allowed on N.S. items.

6 . The rates of HSR Items depicted in the DNIT are basic rates without sanctioned ceiling premium.

Recovery of old material (Fixed rates for below given items).

(i) Old Bricks 52440 Nos .@ Rs. 3150/- per 1000 Nos.

(ii) Brick bats 63.84 cum @ Rs. 319/- per cum.

D/Man HDM CHD XEN (HQ)

APPROVED BY
SUPERINTENDING ENGINEER
HAFED , PANCHKULA

DNIT FOR CONSTRUCTION OF 4500 MT CAPACITY PHAR IN HAFED COMPLEX AT HISAR

TENDER AMOUNT:- **Rs. 8.67 Lacs**

EARNEST MONEY:- **Rs. 0.17 Lacs**

TIME LIMIT:- **1 Month**

(HSR + C.P) = Rs. 9,70,946/-

Sr. No.	HSR	DESCRIPTION	QTY.	RATE	UNIT
1	8.28	Dismantling brick or flagged stone slab flooring without concrete base.	1965.91	1.70	Sqm.
2	8.32 (e)	Scraping of brick dismantled from brick work in mud.	3663	83.10	Per 1000 nos.
3	8.32 (f)	Scraping of brick dismantled from brick work in cement.	70773	20.75	Per 1000 nos.
4	24.1 (b)	Preparation of sub grade complete as per HSR	2740.33	92.45	% Sqm
5	29.13 DR	First Class flat brick paving with sand grouting as per HSR.	2740.33	23.05	Sqm.
6	29.14 DR	First Class Brick-On-Edge paving with sand grouting as per HSR	2740.33	36.84	Sqm
7	8.5 (b)	Dismantling brick work in cement	12.72	35.60	Cum
8	11.7	First class brick work laid in cement sand mortar 1:6 in Super Structure.	5.73	414.45	Cum
9	15.7	12mm thick cement plaster 1:6	25.08	10.65	Sqm
10	15.12	15mm thick cement plaster 1:6	25.08	13.10	Sqm

		NON SCHDULE ITEMS				
Sr. No.		**Description**	**QTY**	**Deptt. Rate**	**UNIT**	**Rate to be quoted by the agency**
1	NS	Earth filling under floors and roads with earth brought from outside with any lead including ramming, watering, consolidation, compaction, loading and unloading and rolling to specifications complete.	1038.44	154.51	Cum	

NOTE:
1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.
2. Potable and wholesome water is to be used for construction and curing work.
3. The descriptions of items are given in brief which may be read complete as per chapter no. mentioned according to HSR 1988.
4. The sanctioned ceiling premium are applicable as per Haryana Gazette Notification dated 22.11.2011 as applicable w.e.f. 22.11.2011 as got approved by Hr. PWD B & R Deptt.

5. No premium will be allowed on N.S. items.
6. The rates of HSR Items depicted in the DNIT are basic rates without sanctioned ceiling premium.

Recovery of old material (Fixed rates for below given items).

(i) Old Bricks 74436 Nos .@ Rs. 3150/- per 1000 Nos.

(ii) Brick bats 94.96 cum @ Rs. 319/- per cum.

D/Man HDM CHD XEN (HQ)

APPROVED BY

SUPERINTENDING ENGINEER
HAFED , PANCHKULA

DNIT FOR CONSTRUCTION OF 7100 MT CAPACITY PHAR IN HAFED COMPLEX AT MANDI ADAMPUR (HISAR).

TENDER AMOUNT:- **Rs. 20.24 Lacs**
EARNEST MONEY:- **Rs. 0.41 Lacs**
TIME LIMIT:- **1 Month**
(HSR + C.P) = Rs. 17,04,062/-

Sr. No.	HSR	DESCRIPTION	QTY.	RATE	UNIT
1	6.27	Clearing grass & removal of the rubbish upto distance of 50 mtr.outside the periphery of the area cleared.	4020.71	21.45	% Sqm
2	24.1 (b)	Preparation of sub grade complete as per HSR	4020.71	92.45	% Sqm
3	29.13 DR	First Class flat brick paving with sand grouting as per HSR.	3018.32	23.05	Sqm.
4	14.24 DR	First Class Brick-On-Edge paving with Cement sand grouting 1:4 as per HSR	4363.51	41.80	Sqm
5	18.21	Mild steel reinforcement cement for RCC works where not included in the complete rate of RCC, including bending, binding and placing in position complete.	2.177	866.65	Qtl
6	10.42	CC 1:1 ½ :3 with stone aggregate 20mm nominal size in foundation and plinth	3.056	702.50	Cum

Non Schedule Items

Sr. No.		Description	QTY	Deptt. Rate	UNIT	Rate to be quoted by the agency
1	**NS**	Earth filling under floors and roads with earth brought from outside with any lead including ramming, watering, consolidation, compaction, loading and unloading and rolling to specifications complete.	2069.65	154.51	Cum	

NOTE:
1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.
2. Potable and wholesome water is to be used for construction and curing work.
3. The descriptions of items are given in brief which may be read complete as per chapter no. mentioned according to HSR 1988.
4. The sanctioned ceiling premium are applicable as per Haryana Gazette Notification dated 22.11.2011 as applicable w.e.f. 22.11.2011 as got approved by Hr. PWD B & R Deptt.
5. No premium will be allowed on N.S. items.
6. The rates of HSR Items depicted in the DNIT are basic rates without sanctioned ceiling premium.

Recovery of old material (Fixed rates for below given items).

(i) Old Bricks@ Rs. 3150/- per 1000 Nos.

(ii) Brick bats @ Rs. 319/- per cum.

D/Man HDM CHD XEN (HQ)

APPROVED BY

SUPERINTENDING ENGINEER
HAFED , PANCHKULA

DNIT FOR CONSTRUCTION OF 5000 MT PHAR IN HAFED COMPLEX AT BEHAL (BHIWANI).

TENDER AMOUNT:- **Rs. 16.53 Lacs**
EARNEST MONEY:- **Rs. 0.33 Lacs**
TIME LIMIT:- **1 Month**
(HSR + C.P) = Rs. 14,52,724/-

Sr. No.	HSR	DESCRIPTION	QTY.	UNIT	RATE
1	29.13 DR	First class flat brick paving with sand grouting as per HSR	3655.75	Sqm	23.05
2	14.24 DR	First class brick-on-edge paving with cement sand grouting 1:4	1665.37	Sqm	41.80
3	24.1 (b	Preparation of sub grade as per HSR	3655.75	%Sqm	92.45
4	14.24 DR	First class flat brick paving with cement sand grouting 1:4 complete as per HSR 1988	1760.58	Sqm	27.40
5	11.4	First class brick work laid in cement sand mortar 1:4 in foundation and plinth first storey upto 4 mtr. Above P/L	43.75	Cum	424.60
6	10.42	CC 1:1 ½ :3 with stone aggregate 20mm nominal size in foundation and plinth	2.164	Cum	702.50
7	18.21	Mild steel reinforcement cement for RCC works where not included in the complete rate of RCC, including bending, binding and placing in position complete.	1.927	Qtl	866.65

		NON SCHEDULED ITEMS	Qty	Unit	Deptt. Rates (in Rs.)	Rate to be quoted by the Tenderer
1	NS	Earth filling under floors with earth brought from outside with any lead including ramming, watering, consolidation, compaction, loading and unloading and rolling to specifications complete.	1297.48	Cum	154.51	

NOTE: 1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.
2. Potable and wholesome water is to be used for construction and curing work.

3. The descriptions of items are given in brief which may be read complete as per chapter no. mentioned according to HSR 1988.
4. The sanctioned ceiling premium are applicable as per Haryana Gazette Notification dated 22.11.2011 as applicable w.e.f. 22.11.2011 as got approved by Hr. PWD B & R Deptt.
5. No premium will be allowed on N.S. items.
6. The rates of HSR Items depicted in the DNIT are basic rates without sanctioned ceiling premium.

Recovery of old material (Fixed rates for below given items).

(i) Old Bricks @ Rs. 3150/- per 1000 Nos.

(ii) Brick bats @ Rs. 319/- per cum.

D/Man HDM CHD XEN (HQ)

APPROVED BY

SUPERINTENDING ENGINEER
HAFED , PANCHKULA

DNIT FOR CONSTRUCTION OF 15000 MT CAPACITY PHAR WITH BRICK PAVING ROADS IN HAFED COMPLEX AT DIPALPUR (DISTT. SONEPAT).

TENDER AMOUNT:- **Rs. 70.01 Lacs**
EARNEST MONEY:- **Rs. 1.40 Lacs**
TIME LIMIT:- **1 Month**
(HSR + C.P) = Rs. 53,09,438/-

Sr. No.	HSR	DESCRIPTION	QTY.	RATE	UNIT
1	24.1 (b)	Preparation of sub grade complete as per HSR	13981.50	92.45	% Sqm
2	29.13 DR	First Class flat brick paving with sand grouting as per HSR.	4996.11	23.05	Sqm.
3	14.24 DR	First Class Brick-On-Edge paving with Cement sand grouting 1:4 as per HSR	7036.20	41.80	Sqm
4	11.4	First class brick work laid in cement sand mortar 1:4 in foundation and plinth.	131.25	424.60	Cum
5	13.64	Cement concrete 1:2:4 Gola 10 cm X 10 cm quadrant along junction of roof with parapet wall finished smooth, where specified	3108.96	5.35	Mtr
6	29.13 + 29.14 DR	Flat brick paving over Brick-On-Edge paving with sand grouting as per HSR.	6256.08	59.89	Sqm.
7	18.21	Mild steel reinforcement cement for RCC works where not included in the complete rate of RCC, including bending, binding and placing in position complete.	4.62	866.65	Qtl
8	10.42	CC 1:1 ½ :3 with stone aggregate 20mm nominal size in foundation and plinth	6.50	702.50	Cum

Non Schedule Items

Sr. No.		Description	QTY	Deptt. Rate	UNIT	Rate to be quoted by the agency
1	NS	Earth filling under floors and roads with earth brought from outside with any lead including ramming, watering, consolidation, compaction, loading and unloading and rolling to specifications complete.	10948.80	154.51	Cum	

NOTE:
1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.
2. Potable and wholesome water is to be used for construction and curing work.
3. The descriptions of items are given in brief which may be read complete as per chapter no. mentioned according to HSR 1988.

4. The sanctioned ceiling premium are applicable as per Haryana Gazette Notification dated 22.11.2011 as applicable w.e.f. 22.11.2011 as got approved by Hr. PWD B & R Deptt.
5. No premium will be allowed on N.S. items.
6 . The rates of HSR Items depicted in the DNIT are basic rates without sanctioned ceiling premium.

Recovery of old material (Fixed rates for below given items).

(i) Old Bricks @ Rs. 3150/- per 1000 Nos.

(ii) Brick bats @ Rs. 319/- per cum.

D/Man HDM CHD XEN (HQ)

APPROVED BY

SUPERINTENDING ENGINEER
HAFED , PANCHKULA