

**Municipal Corporation Yamuna Nagar – Jagadhri**  
**Short Term Tender**

Tender Download Start Date : 22/06/2017 09:00 AM
Tender Download End Date : 29/06/2017 05:00 PM
Last Date of Submission of Tender Fee/EMD : 30/06/2017 upto 10:00 AM
Date of Technical Bid Opening : 30/06/2017 from 12:00 PM to 02:00 PM
Date of Financial Bid Opening : 30/06/2017 from 02:00 PM to 05:00 PM

Municipal Corporation Yamuna Nagar-Jagadhri, do hereby invites online bids on the website :- <https://etenders.hry.nic.in> from The Executive Agency for the works as mentioned below Any resident of M.C.Ynr-Jgd who has stake in any of these work and wishes to be a member of the Citizen supervisory Committee to be set up by the M.C.Ynr-Jgd for Supervision of the execution of works on the ground, may submit their willingness giving name, address, academic qualification, Professional experience and contact phone number to the undersigned by **22.06.2017**. The detail estimates, D.N.I.T. Name of works, terms and conditions etc are available on [www.mcynr.com](http://www.mcynr.com) and also can be seen in the undersigned office on any working day upto 5:00 PM :-

Sr. No.	Name of Work	Estimated Cost	Bid Document Cost in Rs.	EMD	Time Limit
1.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 1 to 5 (24 Seats)	2390000	1000	47800	1 Month
2.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 6 to 12 (24 Seats)	2500000	1000	50000	1 Month
3.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 12 to 14 (24 Seats)	2500000	1000	50000	1 Month
4.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 15 (28 Seats)	2490000	1000	49800	1 Month
5.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 18 (18 Seats)	2270000	1000	45400	1 Month
6.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 18 to 20 (20 Seats)	2200000	1000	44000	1 Month
7.	Providing & Fixing Precast R.C.C. (M-25) Toilet in W. No. 20 (16 Seats)	2000000	1000	40000	1 Month

Note :-

1. The terms and conditions are also available on <http://www.etenders.hry.nic.in>. & mcynr.com
2. If the Executive Agency did not submit his Earnest Money / Tender fee as per schedule, her/his tender will be rejected without any information.
3. The Cost of bid document fee and earnest money deposit shall be deposited in the form of Demand Draft of any scheduled bank payable at Yamuna Nagar in favour of Executive Officer, Municipal Corporation Yamuna Nagar-Jagadhri.
4. Application for tender documents must accompany with the attested copy of registration certificate of the Executive Agency.
5. Commissioner, Municipal Corporation Yamuna Nagar-Jagadhri can reject any or all the tenders without assigning any reason.
6. Cement/Bricks and all other materials shall be arranged by the Executive Agency himself & work shall be executed as per PWD Specification.
7. The payment shall be made after testing of samples form NIT Kurukshetra or any other Govt. Approved laboratory. The samples shall be collected during or after execution of work.
8. Tiles used shall be of ISI Mark and of approved make.

9. The payments will be made after satisfactory functioning, commissioning and testing of Toilets for common users.
10. All necessary sewerage connections / water supply connections shall be done by the Executive Agency.
11. Executive Agency shall provide and fix Precast R.C.C. (M-25) Toilets of reputed make like CAYA and others with Bio Digester and Non Bio Digester as per attached specification with applicable IS code etc.
12. All terms and conditions of MW-4 shall be binding on the Executive Agency.

-Sd-

Municipal Engineer-1,  
Municipal Corporation,  
Yamuna Nagar-Jagadhri.

Endst No. :-

Dated :-

A copy of the above is forwarded to the followings for information and wide publicity :-

- a. Deputy Commissioner, Yamuna Nagar.
- b. Joint Commissioner Municipal Corporation Yamuna Nagar Zone.
- c. Joint Commissioner Municipal Corporation Jagadhri Zone.
- d. Additional Deputy Commissioner, Yamuna Nagar.
- e. Executive Engineer, Panchayti Raj, Yamuna Nagar.
- f. Executive Engineer, P.W.D.(B&R) Yamuna Nagar
- g. Executive Engineer, Public Health Engineering Deptt. Division No.1, Yamuna Nagar.
- h. Executive Engineer, Public Health Engineering Deptt`. Division No. 2, Yamuna Nagar.
- i. Executive Engineer, H.S.A.M.B. Yamuna Nagar.
- j. Registrar, Co-op. Societies, Yamuna Nagar.
- k. The Yamuna Nagar Distt. Co-operative Labour & Construction Fed, Ltd, H. No. 159-B, Laxmi Garden near Chandpur, Ynr.
- l. Notice Boards, Municipal Corporation, Yamuna Nagar-Jagadhri for information.

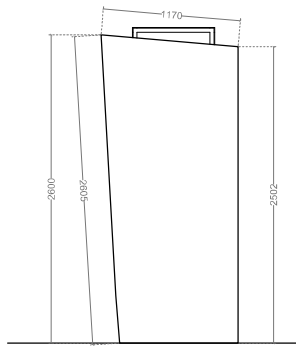
-Sd-

Municipal Engineer-1,  
Municipal Corporation,  
Yamuna Nagar-Jagadhri.

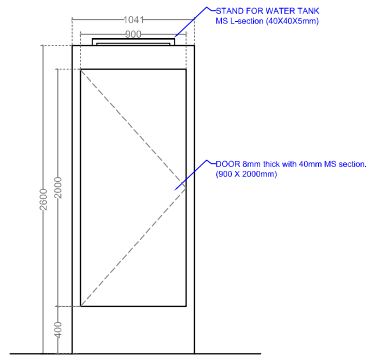
**TENDERS ARE INVITED FROM MANUFACTURERS FOR PROVIDING AND FIXING OF RCC PRE-CAST TOILETS SUPERSTRUCTURE, WITH BIO DIGESTER AND WITH NON BIO DIGESTER. THE UNITS ARE TO BE TO BE SUPPLIED IN 35 NO'S LOCATIONS IN MUNICIPAL CORPORATION YAMUNA NAGAR-JAGADHRI AREA. THAT ENSURES UNMANNED FUNCTIONING WITH EASY TO USE THE TECHNICAL FACILITY FOR COMMON USERS**

**GENERAL SPECIFICATION FOR PROVIDING AND FIXING OF SUPERSTRUCTURES PRE-CAST, RCC TOILET SUPERSTRUCTURE**

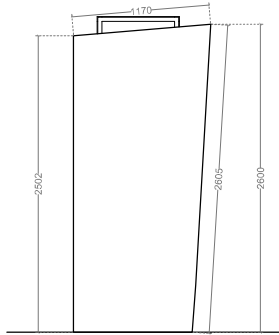
Material	Low porosity concrete in single piece with cast in situ toilet seat, Reinforced Concrete grade -M-25.
Dimensions	<ul style="list-style-type: none"> <li>- Height: 2,100 mm (excluding foundation)</li> <li>- Length: 1,000 mm</li> <li>- Width: 900 mm</li> <li>- Wall Thickness - 50 mm thick with a Steel mesh of 4-inch x 4 inches with 3 mm diameter</li> </ul>
Structure	The complete structure should be in one piece and pre-cast, tolerance of +/- 2%
Roof	Made of M-25 concrete and the thickness is 70 mm
Door	<p>Made of Mild Steel in size</p> <ul style="list-style-type: none"> <li>- Width: 900 mm</li> <li>- Height: 2,000 mm</li> <li>- Thickness: 0.8 mm</li> </ul> <p>In the frame of 40 mm MS pipe with the reinforcement in center Perforated for better ventilation on top 1,000 mm</p>
Toilet Seat	Rural Orissa pan / Western Toilet Seat /urinal all made of ceramic (as per requirement)
Interiors	<p>Tiles/Epoxy - On floor</p> <p>Tiles on walls up to 3ft height</p> <p>Paint – Good quality paint on walls</p>
Taps & Flushing	<p>Water tap at a nominal height of minimum 13 inches for Orissa Pan.</p> <p>Flushing at a height of 4 feet and 8-liter capacity</p>
Water Tank	Water tank of HDPE of minimum 300 litres (with an openable lid) for the supply of water. To be placed on top with suitable frame
Foundation	Foundation of M 7 grade 50 mm to be made
	Drawings of the Super structure



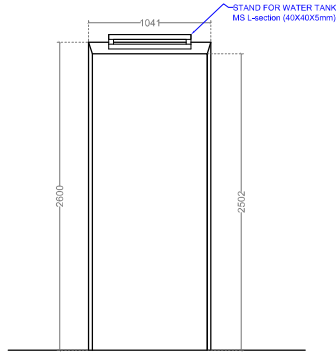
Left Side Elevation



Front Elevation



Right Side Elevation



Rear Elevation

NOTE:  
ALL DIMENSIONS  
ARE IN MM

MATERIAL :  
M25 CONCRETE

PRECAST RCC  
TOILET  
SUPER  
-STRUCTURE

USED FOR  
INDIAN WC/  
WESTERN WC/  
URINALS

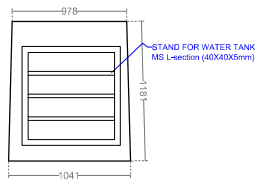
Elevation

Dwg No. Date:  
T-01 13/04/2017

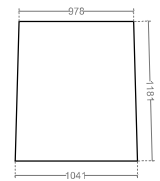
Sheet Scale:  
A3 1:25

NOTE:  
ALL DIMENSIONS  
ARE IN MM

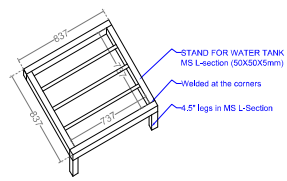
MATERIAL :  
M25 CONCRETE



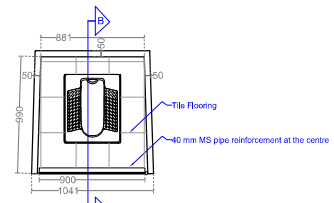
Roof Plan



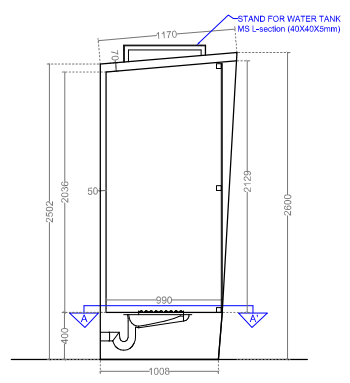
Superstructure Roof Plan



Roof Stand for Water Tank



Section A-A'



Section B-B'

PRECAST RCC  
TOILET  
SUPER  
-STRUCTURE

USED FOR  
INDIAN WC/  
WESTERN WC/  
URINALS

Plans and Section

Dwg No.	Date:
T-02	13/04/2017
Sheet	Scale:
A3	1:25

## Pre-Cast, RCC bio digester tank with butyl lining for Community use

Material	Reinforced Concrete grade - M-25			
Design	With four chambers to ensure long hydraulic retention time.			
Sizes	1,800 liters bio digesters for community use – (30 – 40 people per tank)			
Dimensions	Each wall should be atleast 65 mm thick and reinforced with MS mesh. For details see drawings			
Lining	Inert vulcanized 1.0mm thick Butyl/EPDM rubber CE Marked and non-woven geo textile for bacteria retention			
Rubber Specifications	Physical Properties	Test Method	Specifications	
	Thickness	SO 4648	±0.1	mm
	Density	SO 2781	1.21±0.02	Kg/l
	Hardness	SO 7619	65±5	Shore A
	Tensile strength	SO 37	min 7.0	MPa
	Elongation , ultimate	ISO37	min 400	%
	Tear strength	ISO 34 A	Min 7	N/mm
Inoculum	The cocktail of bacteria duly certified by DRDE of 30 % of the volume of the digester			

## **ELIGIBILITY CRITERIA FOR APPLICANTS**

1. PAN & TIN Number is must and shall be attached to the proposal
2. Must have experience of manufacturing/supply/installing of the same product to any 3 urban local bodies/PSUs in India as a prime vendor or sub-contractor/executive agency/Partner.
3. Documentary proof of providing/installing minimum of 50 toilets for any urban local bodies/PSUs in India as a prime vendor or sub-contractor/executive agency/Partner has to be submitted with the proposal.
4. The bidder should submit a certificate from the bank confirming satisfactory bank account operation and a CA certificate confirming the capital invested in the company/firm
5. A certificate from a certified Structural Engineer confirming the stability of the structure

## TERMS AND CONDITIONS

1. Rates have been invited on Single Percentage Rates Tender as per attached specifications.
2. Earnest money should be in the form of fixed deposit receipt of scheduled Commercial bank in favour of the Executive Officer, Municipal Corporation Yamuna Nagar-Jagadhri.
3. Executive Agency should submit their original Earnest Money Deposit (EMD) and copy of other Tender document Speed/Registered Post. Commissioner Municipal Corporation Yamuna Nagar-Jagadhri Address as per schedule mentioned in DNIT.
4. The Technical Bids and EMD bid will be opened between 1.00 PM to 2.00 PM hours and Financial Bid will be opened between 2.00 PM to 5.00 PM hours.
5. Due to unforeseen condition, if the opening date of Technical Bid is declared holiday, then in that case bids will be open on next working day at the same time and place.
6. Municipal Corporation Yamuna Nagar-Jagadhri will not be responsible for any delay in receiving the Bid Documents and reserves the right to accept/reject any or all Bids without assigning any reasons thereof.
7. The Municipal Corporation Yamuna Nagar-Jagadhri reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.
8. Any bid not accompanied by an acceptable Bid Security as indicated in NIT as above shall be rejected by the Employer as non-responsive.
9. Bid opening shall be carried out in two stages. Firstly, 'technical bid' of all the bids received (except those received late) shall be opened on the date and time mentioned above. 'Financial Bid' of those bidders whose 'technical bid' has been determined to be substantially responsive shall be opened on specified date or as notified.
10. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.
11. Deduction from the bills shall be done as per rules.
12. Specifications of prefab toilet unit are as per attached sheet.
13. Rates should be inclusive of all Taxes.

Commissioner,  
Municipal Corporation  
Yamuna Nagar-Jagadhri.

Executive Engineer,  
Municipal Corporation  
Yamuna Nagar-Jagadhri.

Municipal Engineer,  
Municipal Corporation  
Yamuna Nagar-Jagadhri.



## Clause-1

### CONDITIONS OF CONTRACT

**Security deposit. This will be the same percentage as that in the tender at (d) of Pre- page:** The person/persons whose tender may be accepted (hereinafter called contractor/executive agency) shall deposit an amount equal to five percent of the estimated cost of the work with the Commissioner, Municipal Corporation Yamuna Nagar-Jagadhri (Earnest money shall be accounted as per memorandum) within 10 days of the acceptance of the tender by way of security deposit in case of default, the earnest money already lying with Municipal Engineer shall stand absolutely forfeited to” the Municipal Corporation Yamuna Nagar-Jagadhri or its successor in office and the contract shall stand terminated or in the alternative, at the discretion of the Engineer-in-charge, the contractor/executive agency may be required to permit Municipal Corporation Yamuna Nagar-Jagadhri 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 5% of all moneys so payable, such deductions to be held by Municipal Corporation Yamuna Nagar-Jagadhri by way of security deposit. All compensation or other sums of money payable by the contractor/executive agency to Municipal Corporation Yamuna Nagar-Jagadhri under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor/executive agency by Municipal Corporation Yamuna Nagar-Jagadhri on any account whatsoever and in the event of his security deposit being deducted by reason of any deduction, the contractor/executive agency shall within 10 days thereafter make good in cash as aforesaid any sum which may have been deducted from his security deposit or any part thereof.

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

**Action when whole of security deposit is forfeited:** In any case in which under any clause in the contract, the contractor/executive agency shall have rendered himself liable to pay any compensation to the Municipal Engineer on behalf of the Municipal Corporation Yamuna Nagar-Jagadhri shall have power to adopt any of the following courses, as he may deem best suited in the interest of Municipal Corporation Yamuna Nagar-Jagadhri.

6. (a) To rescind the contract of which rescission notice in writing to the contractor/executive agency under the hand of the Municipal Engineer shall be conclusive evidence and in such case the security deposit of the contractor/executive agency shall stand forfeited and belong absolutely to the Municipal Corporation Yamuna Nagar-Jagadhri [SEP]
7. (b) To employ labour paid by the Municipal Corporation Yamuna Nagar-Jagadhri to supply material to carry out the work or any part of the work debiting the contractor/executive agency with the cost of the labour

and the price of the materials (for the amount a certificate of the Municipal Engineer shall be final and conclusive, against the contractor/executive agency) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor/executive agency under the terms of his contract. The certificate of Municipal Engineer as to the value of the work done shall be final and conclusive against contractor/executive agency. <sup>[1]</sup><sub>[5EP]</sub>

## **Clause-2**

## **Clause-3**

## **Clause- 4**

(c) To measure up the work of the contractor/executive agency, and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor/executive agency 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/executive agency of the whole work has been executed by him (for the amount the certificate in writing of the Municipal Engineer shall be final and conclusive) shall be borne and paid by the original contractor/executive agency and may be deducted from any money due to him by Municipal Corporation Yamuna Nagar-Jagadhri under the contract or otherwise or from his security deposit.

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

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

**Power to take possession or require removal or sell contractor/executive agency's plant:** In the event of the Municipal Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof or belonging to the contractor/executive agency or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to be certified by the Municipal Engineer where certificate thereof shall be final, otherwise the Municipal Engineer may by notice, in writing, to the contractor/executive agency or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice and in the event of the contractor/executive agency failing to comply with any such requisition, the Municipal Engineer may remove them at the contractor/executive agency's expense or sell them by auction or private sale, on account of the contractor/executive agency and at his risk in all respect and the certificate of the Municipal Engineer to the expenses for such removal and the amount of the proceeds and expenses, if any, shall be final and conclusive against the contractor/executive agency.

**Extension of time:** If the contractor/executive agency desire an extension of the time for completion of the work

on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply, in writing, to the Municipal Engineer within 30 days of the date of the hindrance but before the expiry of the contractual period on account of which he desires such extension as aforesaid and the competent authority shall, if in his opinion (which shall be final reasonable ground) be shown therefore authorize such extension of time if any so may in his opinion be necessary or proper.

**Contractor/executive agency to submit a return every month on any work claimed as extra:** The contractor/executive agency shall deliver in the office of the Municipal Engineer on or before 10<sup>th</sup> day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra and such return shall contain the value of such work as claimed by

#### **Clause- 5**

#### **Clause-5(a)**

District rate mean the HaryanaPWD Building and Road Branch

#### **Clause-6**

Final Certificate

the contractor/executive agency, which value shall be based upon the prices in the contract or in Schedule of rates in force in the District for the time being. The contractor/executive agency shall include in such monthly return particulars of all claims of whatsoever kind. However arising which at the date thereof, he has or may claim to have against the Municipal Engineer under or in respect of or in any manner, arising out of the execution of work and the contractor/executive agency shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claim not so included whatsoever be the circumstances.

Without prejudice to the right of Municipal Corporation Yamuna Nagar-Jagadhri, under any clause hereinafter contained on completion of the work, the contractor/executive agency shall be furnished with the certificate by the Municipal Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor work shall be considered to be completed until the contractor/executive agency shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off dirt from all wood works, floor, other parts of any building in, upon or around which the work is to be executed, or part of which he had in possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor/executive agency. If the contractor/executive agency shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge at the expense of the contractor/executive agency shall remove such scaffolding, surplus materials and rubbish and dispose of the same as he may think fit and clean off such dirt as aforesaid and the contractor/executive agency shall pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or such surplus materials as aforesaid except for any sum actually realized on account of sales, thereof.

**Payments on intermediate certificates to be regarded as advances:** No payment shall be made for works estimated to cost less than Rs. One thousand, till the whole of the works shall have been completed and the certificate of completion given. But in the case of work estimated to cost more than Rs. One thousand the contractor/executive agency not submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof as approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor/executive agency. But all such intermediate payment shall be regarded as payments by way of advances against the final payment only and not as payments for the works actually done and completed and shall not preclude the requiring of bad,

unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as far the final settlement and adjustments of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor/executive agency within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the accounts Departments authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined by the Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractor/executive agency by registered post about the facts of the movement of the final bill and the amount thereof.

The deduction referred to in Clause-I herein before or such part thereof as may be due to contractor/executive agency under this contract shall be payable to contractor/executive agency after a period of three months has lapsed after the payment of final bill.

**Bills to be submitted monthly:** A bill shall be submitted by the contractor/executive agency each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor/executive agency do not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor/executive agency whose counter signature to the measurement list will be

#### **Clause-7**

#### **Clause-7 (a)**

#### **Clause-8**

#### **Clause-9**

#### **Clause -10**

sufficient and the Engineer-in-charge may prepare, a bill from such list which shall be binding on the contractor/executive agency in all respect.

**Bills to be on printed forms:** The contractor/executive agency shall submit all bills, in triplicate, on printed forms to be had on application from the office of the Engineer-in-charge and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra works ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.

If the specification of estimate of the work provides for the use of any special description of materials to be supplied from Engineer-in-charge's store or if it is required that contractor/executive agency shall use certain store to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor/executive agency, but not so in any way to control the meaning for effect of this contract specified in the schedule or memorandum hereto annexed) the contractor/executive agency shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the said schedule of memorandum may be set off or deducted from any sums due or thereafter to become due, to the contractor/executive agency under the contract or otherwise against

or from the security deposit. Materials supplied to the contractor/executive agency shall remain the property of the Municipal Corporation Yamuna Nagar-Jagadhri and shall be kept in safe custody of contractor/executive agency but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge & shall all times be opened for inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Engineer-in-charge's store if by a notice, in writing, under his hand he shall so require, but the contractor/executive agency shall not be entitled to return any such materials without such consent and shall have no claims for compensation on account of any such materials to be supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

**Works to be executed in accordance with specifications drawing orders etc:** The contractor/executive agency shall execute the whole and every part of the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with Haryana P.W.D. specification latest edition / specifications as may be specifically provided for. The contractor/executive agency 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/executive agency shall be entitled to have access at his office or at the site of the work. For the purpose of inspection during office hours, the contractor/executive agencies shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs and instruction as aforesaid.

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

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

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

**Alterations in specifications and designs:** The Engineer-in-charge shall have power to make any alteration or omission or additions from the original specifications, drawings designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor/executive agency shall be bound to carry out the work in accordance with the instructions given to him, in writing, duly signed by the Engineer-in-charge and such alterations omissions, additions or substitutions shall not invalidate the contract & any altered, additional or substituted work which the contractor/executive agency may be directed to do in the manner above specified as part of the work shall be carried out by the contractor/executive agency on the same rates, terms & conditions on which he agreed to do the main work. The time for the completion of the works shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the Haryana schedule of rates, subject to the same percentage above or below for

**Clause -11**

**Clause-11A**

**Clause -12**

## Clause 13

## Clause 14

items and if such class or work is not entered in the Haryana PWD Schedule of rates, then the contractor/executive agency shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work. If Engineer-in-charge does not agree to his rate, he shall by notice, in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that the contractor/executive agency shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the respective Municipal Engineer, Municipal Corporation Yamuna Nagar-Jagadhri shall be final.

**No compensation for alternation in or restriction of work to be carried out:** If at any time, after the commencement of the work, the Municipal Corporation Yamuna Nagar-Jagadhri 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/executive agencies who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage which he might have derived from execution of the work in full which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work originally contemplated.

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

**Work to be open to inspections, contractor/executive agency or his responsible agent to be present:** All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor/executive agency shall at all times, during the usual working hours and at all other time with reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor/executive agency either himself be present to receive orders and instruction, or have a responsible agent duly authorized, in writing, present for that purpose. Orders given to the contractor/executive agency's agent shall considered to have the same force as they had been given to the contractor/executive agency himself.

**Notice to be given before work is covered up:** The contractor/executive agency shall give not less then five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or

otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without the consent, in writing, of the Engineer-in-charge or his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor/executive agency's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Contractor/executive agency liable for damage done and for imperfections for 3 months after certificate:**

If the contractor/executive agency or his work people or servants shall break, deface, injure or destroy any part of a building in which they may be working, on any building, Road, Fence, enclosure or grass, land, cultivated ground or the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its

**Clause 15**

**Clause 16**

**Clause 17**

**Clause 18**

And be liable for damage arising non provision of lights and fencing etc.

**Clause 19 Clause 19A Clause 19B**

**Clause 20 Clause 20A**

completions, shall have been given by the Engineer-in-charge as aforesaid, the contractor/executive agency shall make the same good at his own expenses and in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the contractor/executive agency or from his security deposit.

**Contractor/executive agency to supply plant ladders, scaffoldings etc:** The contractor/executive agency shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliances, ladders, cordage, scaffolding and temporary works required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor/executive agency shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor/executive agency, and the expense may be deducted from any money due to the contractor/executive agency under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof. The contractor/executive agency shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, actions or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be

awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor/executive agency be paid to compromise any claim by any such person.

No female labour shall be employed within the limits of Cantonment. No labour below the age of 12 years shall be employed on the work.

The contractor/executive agency shall pay his labourer not less than the wages determined under minimum wages act for the District.

**Work on Sunday:** No work shall be done on Sunday without the sanction, in writing, of Engineer-in-charge.

**Contractor/executive agency liable for payment of compensation to injured workman or in case of death to his relations:** In every case in which by virtue of the provision of section 12, sub section (1) of the workmen's compensation Act, 1923. Municipal Corporation Yamuna Nagar-Jagadhri is obliged to pay compensation to workman employed by the contractor/executive agency, in execution of the works. Municipal Corporation Yamuna Nagar-Jagadhri will recover from the contractor/executive agency the amount of the compensation so paid and without prejudice to the right of Municipal Corporation Yamuna Nagar-Jagadhri under section 12, sub section (2) of the said acts, Municipal Corporation Yamuna Nagar-Jagadhri shall be at liberty to recover such amount or any part thereof by deducting it from the security or from any sum due to the contractor/executive agency, whether under this contract or otherwise.

Municipal Corporation Yamuna Nagar-Jagadhri 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/executive agency and upon his giving request to Municipal Corporation Yamuna Nagar-Jagadhri full security for all costs for which Municipal Corporation Yamuna Nagar-Jagadhri might become liable in consequence of contesting such claim.

**Work not be sublet. Contract may be rescinded and security deposit forfeited:** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor/executive agency shall reassign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, reward or otherwise, shall either directly or indirectly be given, promised or offered by the contractor/executive agency or any of his servants or agents to any public officer or person in the employment of Municipal Corporation Yamuna Nagar-Jagadhri, in any way relating to his office or employment or if any such officer or person shall become in any way directly or the indirectly interested in the contract, the Engineer-in-charge may thereupon by notice, in writing, rescind the contract and security deposit of the contractor/executive agency shall stand forfeited and be absolutely at the disposal of Municipal Corporation Yamuna Nagar-Jagadhri. The same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor/executive agency shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

**Clause 21**

**Clause 22**

**Clause 22A**

**Clause -23**

**Clause 24**

**Clause 25:**

**Sum payable by way of compensation to be considered as reasonable compensation without reference to**



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

**Deduction of amounts due to Government on any account whatsoever to be recoverable from sums payable to a contractor/executive agency:** Any excess payment made to the contractor/executive agency inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Municipal Corporation Yamuna Nagar-Jagadhri by the contractor/executive agencies in respect of this contract or any other contract or work order for any sum whatsoever shall be recoverable from the contractor/executive agency from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of the Haryana Government / Municipal Corporation Yamuna Nagar-Jagadhri.

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

**Work to be under directions of Municipal Engineer:** All works to be executed, under the contract shall be executed under the directions of and subject to the approval of the Municipal Engineer, Municipal Corporation Yamuna Nagar-Jagadhri for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced or from time to time carried on.

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

**Clause 25(A):** (i) If any dispute or difference of any kind whatsoever shall arise between the Municipal Corporation Yamuna Nagar-Jagadhri /or authorized representative of Municipal Corporation Yamuna Nagar-Jagadhri and the contractor/executive agency 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 Municipal Engineer-In-Charge of the work at that time and Engineer-In-Charge shall within a period of sixty days after being requested, in writing, made by the contractor/executive agency to do so, convey his decision to the contractor/executive agency, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor/executive agency. In case the work is already in progress, the contractor/executive agency will proceed with the execution of the work on receipt of the decision by the Municipal Engineer-In-charge as aforesaid, with all due diligence whether Municipal Corporation Yamuna Nagar-Jagadhri/or authorized representative of Municipal Corporation Yamuna Nagar-Jagadhri or contractor/executive agency requires arbitration as hereinafter provided for, or not. If the Municipal Engineer, In-charge of the work has conveyed his decision to the contractor/executive agency and no claim to arbitration has been filed with him by the contractor/executive agency 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/executive agency and will not be a subject matter of arbitration at all. If the Municipal Engineer, In-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor/executive agency may, within further sixty days of the expiry of first sixty days, after being requested, from the date on which request has been made to the Municipal Engineer In-Charge request COMMISSIONER, Municipal Corporation Yamuna Nagar-Jagadhri that the matters in dispute be relevant to arbitration, as hereinafter provided.

**(ii)** All dispute or difference in respect of which the decision is not final and conclusive shall at the request, in writing, of either party, made in a communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Municipal Engineer of Municipal Corporation Yamuna Nagar-Jagadhri, to be nominated by designation by the Municipal Corporation Yamuna Nagar-Jagadhri at the relevant time. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. servant/in service of Municipal Corporation Yamuna Nagar-Jagadhri or that he had to deal with the matters to which the contract relates in the course of his duties as a Govt. servant/in service of Municipal Corporation Yamuna Nagar-Jagadhri he has expressed his views on all or any of the matter in dispute. The Arbitrator to whom the matters is originally referred being transferred or vacating his office, his successor-in-office, as such

shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

**Or**

In case the arbitrator nominated by the MUNICIPAL ENGINEER, Municipal Corporation Yamuna Nagar-Jagadhri is unable or unwilling to act as arbitrator such for any reason, whatsoever the MUNICIPAL ENGINEER, Municipal Corporation Yamuna Nagar-Jagadhri shall be competent to appoint and nominate any other Municipal Engineer of Municipal Corporation Yamuna Nagar-Jagadhri as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

**(iii)** It is also a term of this arbitration agreement that no person other than a person appointed by the Municipal Corporation Yamuna Nagar-Jagadhri shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25000/- the arbitrator must invariable give reasons for his award in respect of each claim and counter / claims separately.

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

**(v)**

The following matters shall not lie within the preview of arbitration: -

Any dispute relating to the levy of compensation as liquidated damages, which has already been referred to the Municipal Engineer and is being heard or/ and has been finally decided by the Municipal Engineer, In-Charge of the work.

Any dispute in respect of substituted, altered, additional work/omitted work / defective work referred by the contractor/executive agency for the decision of Municipal Engineer In- Charge of the work if it is being heard or has already been decided by the said Municipal Engineer.

Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor/executive agency for the decision of the Municipal Corporation Yamuna Nagar-Jagadhri and has been so decided finally by the Municipal Corporation Yamuna Nagar-Jagadhri.

a)

b)

c)

**(vi)**

**(vii)** It is also a term of this arbitrator agreement that where the party invoking arbitrator is the contractor/executive agency, no reference for arbitrator shall be maintainable unless the contractor/executive

agency, furnishes to the satisfaction of the Municipal Engineer In charge of the work, a security deposit of a sum determined according to details given below and the sum so deposited shall, on the termination of the arbitration proceedings, be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment or whole sum in the absence of any such cost being awarded will be refunded to him within one month from the date of the award.

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

**Amount of claims Rate of security deposit**

i) For claims below Rs.10□000/- <sup>{L}</sup><sub>{SEP}</sub>

ii) For claims of Rs.10□000/- and <sup>{L}</sup><sub>{SEP}</sub>above & below Rs.1□00□000/- <sup>{L}</sup><sub>{SEP}</sub>

iii) For claims of Rs.1□00□000/- <sup>{L}</sup><sub>{SEP}</sub>and above. <sup>{L}</sup><sub>{SEP}</sub>

2% of amount claimed. 5% of amount claimed.

7 1/2% of amount claimed.

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

**Clause 26**

Fluctuation in railway freight

**Clause 27**

**Clause 28**

**Clause 29**

a) b) c)

d) e)

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

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

Of the date of completion of the work as certified by Municipal Engineer-In-Charge, or Of the date of abandonment of the work, or

Of its non-commencement within 6 months from the date of allotment or written orders to commence the work as applicable, or

Of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor/executive agency in whole or in part and/or its recession, or

Of receiving an intimation from the Municipal Engineer-In-Charge of the work that final payment due to or recovery from the contractor/executive agency 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.

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

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

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

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

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

**Action where no specification:** In case of any class of work for which there is no specifications as is mentioned in Rule 1, such work shall be carried out in accordance with the district specifications and in the event of there being no district specification, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.

**Definition on work:** The expression "Work or Works" where used in these conditions shall unless specified either in subject or context repugnant to such construct or be constructed &

**Clause 30**

**Clause 31**

**Clause 32**

**Clause 33 Clause 34**

**Clause 35**

**Clause 36 Clause 37 Clause 38**

**Clause 39**

**Clause 40**

**Clause 41 Clause 42**

**Clause 43 Clause 44**

**Clause 45**

taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

The percentage referred to at page-7 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Municipal Corporation Yamuna Nagar-Jagadhri or direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the Haryana PWD Schedule of Rates 1988.

Unless otherwise specified in the contract, the term "Engineer-in-charge" referred to in the tender and contract for the work means Municipal Engineer, Municipal Corporation Yamuna Nagar-Jagadhri

The contractor/executive agency shall be responsible for making his own arrangements for securing licences for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements.

The contractor/executive agency undertakes that he is not related to any of the officers employed by the Municipal Corporation Yamuna Nagar-Jagadhri

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

When however the final bill is likely to be for a plus amount 75% of the security deposit will be released after three months of taking the final measurement and balance 25% kept as a safeguard against any recovery becoming due as a result of the check of the final bill and will be refunded after the final bill is passed.

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

The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable and including labourcess @ 1%.

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

The contractor/executive agency shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-charge. He

should also arrange at his own expense for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the Municipal Corporation Yamuna Nagar-Jagadhri at contractor/executive agency's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be final and binding. Contractor/executive agency will also follow the fair wage clause attached.

Any material left on the site of work after one month from the date of completion of the work shall become the property of the Municipal Corporation Yamuna Nagar-Jagadhri and no payment shall be made for it.

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

Municipal Corporation Yamuna Nagar-Jagadhri reserve the option to take away any items of the work or part thereof at any time during the currency of the contract and re-allot it to another agency with due notice to the contractor/executive agency without liability or compensation.

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

The contractor/executive agency shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.

No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the "list of material to be issued to the contractor/executive agency" by the department and consequent delay in the execution of work.

#### **Clause 46 Clause 47 Clause 48**

#### **Clause 49**

The contractor/executive agency will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.

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

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

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

Municipal Engineer, Executive Engineer, Commissioner, Municipal Corporation Yamuna Nagar-Jagadhri

**MUNICIPAL CORPORATION YAMUNA NAGAR-JAGADHRI AFFIDAVIT**

I \_\_\_\_\_ S/o Sh. \_\_\_\_\_ resident of  
\_\_\_\_\_ Section

\_\_\_\_\_ Distt. \_\_\_\_\_ contractor/executive agency / partner / share  
holders (strike out the which is not applicable) (firm or contractor/executive agency) do hereby solemnly declare  
as under :-

1. That the person / firms black listed by Municipal Corporation Yamuna Nagar-Jagadhri /Haryana Govt. / Govt. of India from time to time never had any connection and interest in my business. [SEP]
2. That the above said contractor/executive agency / persons / firms do not have any substituting in my business and [SEP]
3. That the said persons / firms are not employee of my firm and are not in any way connected with my business. [SEP]
4. That the said person / firms has submitted his bid online in the respective envelopes.

**WITNESS**

**DEPONENT**

DATED:

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

**WITNESS**

**DEPONENT**

DATED: