

OFFICE OF THE MUNICIPAL CORPORATION, YAMUNA NAGAR-JAGADHRI

Short Tender Notice Item Rate/ Community Participation Notice

On behalf of Commissioner, Municipal Corporation Yamunanagar-Jagadhri, on line E-Tenders on <http://www.etenders.hry.nic.in> are hereby invited from the Manufacturer/ Authorized Stockist/Distributor, for supply of LED Light fittings as mentioned below:-

Sr. No	Name of Work:-	Estimated cost (in Lacs)	Bid document cost	EMD Fees	Tender Document download and Bid submission		Tender opening Date
					Start 01:00 PM	End 3:00PM	
1	Supply of LED Luminaries as per Annexure-A (Attached), of approved make, i.e. Bajaj, Crompton, GE, Philips, Wipro, HPL, C&S, Mayfair, Surya, Halonix, Insta Power, Ecolite, Electric Polycab, Legero etc.	25.00	1000	50000	27.07.17	10.08.17	11.08.17
2	Supply/Erection of street light Material i.e. Bracket pipe, clamp & PVC Wire.	4.35	500	8700	27.07.17	10.08.17	11.08.17

Terms and Conditions:-

1. The supplied items shall be warranted for 5 years from the date of supply.
2. Supplier shall maintain 2% of the order quantity as buffer stock with the client till the warranty period, so that replacement of defective piece can be attended immediately.
3. In case, the supplier does not maintain buffer stock as mentioned under point 2, then supplier is bound to repair/replace the defective item within 7 days of the receipt of complaints from the client, failing which a penalty @ Rs. 20/- per defective item per day will be charged, till the period it is repaired/replaced. The penalty amount shall be deducted from the payment due to supplier or shall be deducted from his balance payment lying with this office.
4. Security will be refunded after expiry of warranted period.
5. The material for which the supply order is placed is to be supplied within 15 days from the date of issue of supply order. If the supplier fails to deliver the material within period prescribed for delivery in supply order, the delayed consignment will be subject to 2% penalty per month subject to max of 10% of the supply order value.
6. If any question, dispute of difference, what so ever shall arises between client and supplier it shall be referred to the sole arbitrator before Commissioner Municipal Corporation Ynr-Jgd.
7. Taxes (as applicable) will be deducted at source from supplier's bill/dues in accordance with latest Govt. instructions.
8. The supply shall be made in accordance with the specifications given in the Estimate/DNIT & directions of the undersigned
9. Material will be got checked by concerned officer/official of Municipal Corporation Ynr-Jgd.

Payment Terms:

1. 90% payment shall be released on receipt of dully inspected material.
2. Balance 10% payment shall be released after the expiry of warranty on the satisfactory performance of the LED lights.

NOTE: Other Terms & Conditions may be referred online at our website, i.e."www.mcynr.com"

Municipal Engineer (E)
For: Commissioner,
Municipal Corporation
Yamuna Nagar-Jagadhri

TECHNICAL PARAMETERS OF LED LIGHT FITTINGS

Sr. No.	Parameters	Value
1.	Input Voltage	90-270 V, AC Standard with cutoff at 300v with automatic on provision. For protection for surge high voltage the provision of auto shut down should be provided
2.	Input Frequency	50 Hz \pm 3%
3.	Power Factor	>0.95
4.	Working Humidity	10% to 90% RH
5.	Working Temperature	-10°C to (+) 50°C
6.	Luminary Efficiency	\geq 100 lumen/watt as per LM 79 data from certified third party testing facility like NABL approved lab.
7.	Optics-Lens Material/Make of lens	High impact polycarbonate (PMMA)/Cathode, Ledlink, Ledil.
8.	Luminary Housing	Power coated pressure die cast aluminum housing with ADC 12 or LM6 alloy and toughened glass cover.
9.	Screws, Fasteners & Clamping material	Stainless steel Grade – 304.
10.	Surge / Spike Protection	5 KV (internal) and 10 KV using external certified surge protector
11.	Make of LED	Lumileds / Cree/Osram/Nichea/Samsung/Seoul or any other equivalent
12.	Color Temperature	5500-6500K
13.	Color Rendering index	\geq 70
14.	Life expectancy of the project (LEDs)	Minimum 50000 hrs. with minimum 70% lumen output L70 data to be produced for LEDs and LM79 for Luminaries.
15.	LED Printed Circuit Board	Metal Core Printed Circuit Board. Thermal Conductivity \geq 2W/MK
16.	Class of Power Supply	Class II, LVLE input output isolations (Max 100 VA output)
17.	THD	\leq 10%
18.	Uplight	Zero Uplight as per LM79 report from NABL/Lighting Facts/accredited third party testing facility.
19.	Photometry	LM79 Report from NABL/Lighting Facts accredited lab for all variants.
20.	Lumen depreciation (L-70)	\geq 50,000 hours (as per TM21 using L80 data & INSITU data by LED manufacture LM 80 report)
21.	Ingress Protection	IP65/IP66 as per IEC 60598/IEC 60529 from NABL accredited lab for all LEDs.
22.	Conducted Emission and Radiation	Emission test report from NABL accredited lab conforming limits complying with IEC 61000.
23.	Driver Test	As per BIS
24.	Wattage Variation	\pm 10%
25.	Wattage of LED	1-3 Watt
26.	Pole entry dia	Should be suitable for mounting of 30 to 56mm outer diameter poles with locking bolts / should provide with complete bracket with locking bolt.
27.	LED drive current	<1000mA
28.	Beam angle	80° / 135° with lens
29.	Safety Test	As per IEC 61347 – 2 - 13

Important Note:

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder **fails** to complete his/her aforesaid stage in the stipulated online time schedule for the stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

1. Eligibility Criteria:

- A) The bidder should be enlisted in appropriate category with Municipal Corporation Yamunanagar-Jagadhri, P.W.D. B&R, Public Health Engineering Department, Irrigation Department, water resources department, Haryana State Agricultural & Marketing Board, HUDA , Panchayati Raj Department of Haryana or with any other Govt. Department or Govt. undertaking.
- B) Average Annual financial turnover of the bidder during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- C) The bidder must have Executed same/similar work in any govt./semi govt./PSU during last 7 years ending last day of month previous to the one in which applications are invited and submit the copy of work order along with satisfactory completion report as per following:-
 - i. One no. Work order for 80% of estimated value of tender.
OR
 - ii. Two nos. Work order for 50% of estimated value of tender
OR
 - iii. Three nos. Work order for 40% of estimated value of tender
- D) **The bidder will also provide the following documents with respect to manufacturer of LED Street Lights Fitting which he proposes in Technical Bid :-**
 - i. Manufacturer of LED lights fitting should have a manufacturing base in India and should be in the field of LED lights for the last 6 years and should be certified by Chartered Accountant.
 - ii. Average Annual financial turnover of the Manufacturer of LED lights fitting during the last 3 Financial years, ending 31st March of the previous financial year, should be at least Rs. 15 Crore. The manufacturer should be profitable and should have positive networth in last 3 Financial years.
 - iii. The manufacturer of LED Street Lights Fitting should be an ISO 9000 and ISO 14001 certified. Manufacturers having manufacturing facility in the state of Haryana shall be given preference to generate revenue in terms of taxes etc in case the rates of two agency happens to be same.
 - iv. The manufacturer of the LED lights fittings should have in house Design & Development facility for the LED lights fittings and their electronic drivers.
 - v. The manufacturer of LED lights fittings should have an in house manufacturing facility for electronic drivers and PCBs.
 - vi. The manufacturer of LED lights fittings should have the following infrastructure
 - a) Dust free air conditioned environment for assembly of LED modules and PCBs
 - b) Temperature controlled automatic wave soldering machine with auto fluxing facility for through hole devices.
 - c) Automatic temperature controlled re flow soldering machine for surface mounted devices.
 - d) Automatic Pick and Place machine of LED and electronic components.

- e) Stencil and solder paste application machine for surface mounted devices
 - f) Heat chamber having minimum range of 0-60⁰ C with alternate arrangement of standby power supply for carrying out endurance tests.
 - g) Immunity tester for testing of electronic driver.
 - h) Environment chamber for life cycle testing of LED lights under different environmental conditions of ambient temperature (-10⁰ to 0⁰ C) and humidity (upto 95%).
- i) Integrating sphere.
 - j) Thermal imager
- vii. The Manufacturer of LED lights fitting should have approval from PWD Department Haryana/Municipal Corporation Haryana/HAREDA such as Bajaj Crompton, GE, Philips, Wipro, Mayfair, Surya Roshni, HPL, Halonix, Insta Power Havell's, Ecolite, C&S Electric, Polycab, SE-Sangwan Energy, Legero etc.
 - viii. The manufacturer should have Sales Tax Registration in State.
 - ix. The Manufacturer of LED lights fitting should have in house R&D / lab testing facility approved by Government of India/NABL. All relevant test certificates shall be provided free of cost by the manufacturer/bidder to the inspecting officer at the time of inspection.
 - x. The bidder of LED lights fitting will provide a on site Guarantee/Warranty certificate applicable for minimum 5 years from the date of commissioning of LED lights fittings on NJSP of Rs. 10.

E) The bidder will install the LED lights fittings of only one of those makes whose credentials has been submitted with technical bid. In case the samples of LED light fittings doesn't meet desired parameters during pre dispatch inspection/testing, then bidder may offer LED fittings of other brands for pre dispatch inspection/testing, However the manufacturer of LED lights fittings should qualify the criteria mentioned above. The LED fittings must be supplied from the same lot which has been offered for pre dispatch inspection/testing. The bidder of LED lights fitting will offer the LED lights fittings for pre dispatch inspection /Testing at supplier works.

The cost of All relevant tests will be borne by bidder and all relevant test certificates shall be provided free of cost by the bidder to the inspecting officer at the time of inspection.

The bidder should not be blacklisted by any govt./semi govt./PSU during last 3 years from the date of publish of tender.

Terms and Conditions: -

1. Conditional Tender and tenders without earnest money are likely to be rejected.
2. Interested bidders can download the tender document online from website <http://www.etenders.hry.nic.in>.
3. The Commissioner, Municipal Corporation/Council Yamunanagar-Jagadhri, reserves the right to reject or accept any tender in full or part even without assigning any reason.
4. The agency has to do the work strictly as per PWD specification and further during the inspection of work/testing at any time in future by any Govt. Department/agency, if any deficiency in the work is noticed the agency "personally" will be responsible. The agency is liable to pay for any recovery if found against agency due to deficiency in the work executed by that agency. Moreover the agency will bear the

- loses personally without any excuses.
6. In case of any dispute the orders of worthy Commissioner, Municipal Corporation Yamunanagar-Jagadhri, will be final.
 7. The final payment of agency will be made after receiving the satisfactory quality testing report and inspection of monitoring committee.
 8. The quantity of work can be increased /decreased.
 9. If at the time of submission of E-tenders, any error occurs due to technical reason of the website Municipal Corporation Yamunanagar-Jagadhri, will not be responsible.
 10. Agencies should note that online tenders will be only submitted at the afore said website <http://www.etenders.hry.nic.in> as per the detail/instructions uploaded therein.
 11. Further information can be obtained and scheduled of quantities, the detailed plans and specifications can be seen in the office during the office hours.
 12. **Tender should be quoted at a percentage above or below for the HSR items, whereas rates for NS item is to be specifically quoted in details of the estimate in the enclosed scheduled. If rate for NS item is not quoted it will be treated as free of cost. The contractor should state the period within which he agrees to carry out the work.**
 13. Each Tenderer shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession Haryana P.W.D specification latest edition failing which his tender shall be liable to be rejected.
 14. Rate should be quoted in words also, otherwise the tender can be rejected.
 15. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm contractor blacklisted by Municipal Corporation Yamunanagar-Jagadhri of India, from time to time.
 16. The 2% earnest money deposited with the tender will not be returned to the contractor. The same shall be adjusted towards performance guarantee (total 5% of the cost of work) to be deposited by the contractor before start of work. In case 3% performance guarantee is not deposited by the contractor the same shall be deducted from the 1st running bill of the contractor.
 17. Sales/Works Tax and Income Tax will be deducted from the bills of contractor as per the instruction of the govt.
 18. The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found up to the requirement, the same will be rejected. Cost of such tests will also be borne by contractor.
 19. The final payment of agency will be made after receiving the sample report from authorized labs. and inspection of monitoring committee.
 20. Any items of work not provided in the contract schedule of rates, if required to be executed will be paid as per Haryana PWD Schedule of rates 1988, together with the ceiling premium exhibited in the NIT for various Chapters subject to "premium or discount tendered by the contractor , where the item exist in Haryana PWD schedule of rates, 1988. The Deptt. Reserve the option to take away any item of work of any part thereof at any time during the currency of contractor and re allot to another contractor with due notice to the contractor without liability of compensation.
 21. Contractor is required to provide cautionary measurement/sign boards etc. during execution of work, and he is fully responsible for any loss/compensation in case of accident, misshapen at the site of work.
 22. The 3rd party inspection will be got done from any of their approved source wherever required by the department.
 23. The Contractor has to start the work immediately and make an agreement with the Municipal Corporation Yamunanagar-Jagadhri, within a week after receipt of the work order. It is responsibility of the Contractor.
 24. The agency has to complete the work as per specification and within the stipulated time period.
 25. The Contractor will be bound to follow all the conditions written in the tender form MW4, D.N.I.T.

and tender notice.

26. No work will be executed in night hours.
27. Before starting the work the agency has to provide the samples of all the materials to be used in the execution of the work.
28. The Executing agency will be held responsible for any fault observed in the work within defect liability period starting from the date of completion of work applicable as mentioned in condition at Sr. No. 31 and the defects will be got rectified by the agency free of cost.
29. The department reserves full right to cancel the work order or impose a penalty on contractor if the contractor fails to complete the work within stipulated time limit for execution of work as prescribed in tender notice, due to lapse on the part of the contractor. No lame excuses made by the contractor for delay in completion of work will be considered by the department for the granting time extension.
30. If any dispute or difference of any kind whatsoever shall arise between the MC authorized representative of M.C. and the contractor in connection with or arising out of the contract, or the execution of the work i.e. (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 for being settled by the Executive Engineer in Charge of the work at the time and Engineer In Charge shall within period of Sixty days after being requested in writing made by the contractor to do so convey his decision to the contractor and subject to arbitration as hereinafter provided , such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress the contractor will proceed with the execution of works on receipt of the decision by the Executive Engineer In Charge aforesaid with all due to diligence whether M.C. or authorized representative of M.C. or contractor requires arbitration as hereinafter provided for , or not if the Executive Engineer in Charge of work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of the letter communicating and will not be subject matter of arbitration at all.
31. Defect liability period for LED street lights fittings (complete system of LED light including driver), cable, pole, switches, automation if any, connecting wire etc would be 5 years from the date of completion of work.
32. The contractor shall deposit 3% of the cost of work as performance guarantee (total performance guarantee becomes 5% including 2% earnest money) before start of work. In case 3% performance guarantee is not deposited by the contractor the same shall be deducted from the 1st running bill of the contractor. In addition to performance guarantee, a security deposit of 5% of the work done shall be deducted from all running and final bill of the contractor. The total deduction at the completion of work becomes 10% (5% performance guarantee + 5% security deposit). The 10% amount (5% performance guarantee + 5% security deposit) shall be released to the contractor after 6 months of completion of work against bank guarantee of equal amount which shall be released by the department after the defect liability period of 5 years is over.

Executive Engineer
Municipal Corporation
Yamunanagar-Jagadhri.

CONDITIONS OF CONTRACT

Clause-1 Security deposit this will be the same percentage as that tender at (d) of Pre-page:

The person/persons whose tender may be accepted (hereinafter called contractor) shall deposit performance guarantee equal to 3% of the estimated cost of the work with the Executive Engineer so that total performance guarantee including earnest money of 2% becomes 5% of cost of work. In case of a default, the earnest money already lying with the Executive engineer shall stand absolutely forfeited to the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, or his successor in office and the contract, shall stand terminated or in the alternative at the discretion of the Engineer-in-charge, the contractor may be required to permit MUNICIPAL CORPORATION Yamunanagar-Jagadhri, at the time of making any payment to him for the work done under the contract to deduct such sum as security deposit @ 5% of all the running and final bills of the work. All compensation or other sums of money payable by the contractor to MUNICIPAL CORPORATION Yamunanagar-Jagadhri, under the terms of this contract may be deducted from his security deposit or from any sums which may be due or become due to the contractor by MUNICIPAL CORPORATION Yamunanagar-Jagadhri, on any account whatsoever, and in the event of his security deposit or from any sums which may be due or become due to the contractor by MUNICIPAL CORPORATION Yamunanagar-Jagadhri, on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within 10 days thereafter make good in cash as aforesaid any sum or sums may have been deducted from his security deposit or any part thereof.

Clause-2 Compensation of delay: 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 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 part of the contractor) and the contractor shall pay as compensation an amount of the equal to one percent which the Executive Engineer-in-charge may levy on the amount of the estimated cost of the whole work as shown by the tender for everyday that the work remains uncommenced or unfinished, after the proper dates. And, further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contact 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 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 provision of this clause shall not exceed ten percent on the estimated cost of work as shown in the tender. The Superintending Engineer MUNICIPAL CORPORATION Yamunanagar-Jagadhri, may on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

Clause-3 Action when whole of security deposit is forfeited: In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay any compensation to the Executive Engineer on behalf of the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, shall have power to adopt any of the following courses as he may deem best suited to the interests of MUNICIPAL CORPORATION Yamunanagar-Jagadhri.

- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of Executive Engineer shall be conclusive evidence, and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the MUNICIPAL CORPORATION Yamunanagar-Jagadhri.

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- (b) To employ labour paid by the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, and to supply material to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (as to the amount of which cost and price a certificate of the Executive Engineer shall be final and conclusive against the contractor), and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract; The certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be **unexecuted** out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (as to the amount of which excess the certificates 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 MUNICIPAL CORPORATION Yamunanagar-Jagadhri, under the contract or otherwise or from his security deposit or the proceed of sale thereof, or a sufficient part thereof.

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

Clause-4 Contractor remains liable to pay compensation if action not taken under

In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same are not exercised, the non exercise thereof shall not constitute waiver of any of the conditions hereof, and such powers shall, notwithstanding 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 deposits, and the liability of the contractor for past and future compensation shall remain unaffected.

Power to take possession or require removal or sell contractor's plant: In the event of the Executive Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause, he may, if he so, desires, take possession of all or any tools, plant; materials and stores, in or upon the works, or the site thereof, or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, 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 there of shall be final other wise 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, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor's 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 respects, and the

certificate of the Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale, shall be final and conclusive against the contractor.

Clause – 5 Extension of time: if the contractor shall desire an extension of the time for completion of the work on the ground of his having been **unavoidably** hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days from the date of the hindrance but before the expiry of the contractual period on account of which desires such extension as aforesaid, and the competent authority shall, if, in his opinion (which shall be final), reasonable grounds be shown therefore, authorise such extension of time, if any, as may, in his opinion, be necessary or proper.

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Clause– 5 (a) Contractor to submit a return every month on any work claimed as extra: District rate mean the Haryana PWD Building and Road Branch rates for that District

The contractor shall deliver in the office of the Executive Engineer on or before 10th day of every month during the continuance of the work covered by his 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 in the contract of Schedule of Rates in force in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind, however, arising which at the date thereof he has or may claim to have against the Executive Engineer or in respect of a manner arising out of execution of work and the contractor shall deemed to have waived all claims not included in such return and will have no right to enforce any such claim not so inclined whatever be the circumstances.

Clause– 6 Final Certificate: Without prejudice to the rights of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, under any clause hereinafter contain on completion of the work, the contractor shall be furnished with the certificate by the Executive Engineer (hereinafter call the Engineer-in-charge) of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from premises on which the work shall be executed, all scaffolding, surplus materials and rubbish, and clean of the dirt, all woodwork, walls, floors other part 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 execution thereof, and the measurement 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's and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit, and clean of such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Clause– 7 Payments on intermediate certificates to be regarded as advances: No payment shall be made for works the estimated cost of less than one thousand Rs. till after the whole of the works shall have been completed and a certificate of completion is given. But in the case of works estimated to cost more than rupees on thousand the contractor shall on submitting the bill therefore, be entitled to receive a monthly

payment proportionate to the part thereof then approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor; But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payment for the 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 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 to the final settlement and adjustment of accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement shall be final and binding on all parties. The amount payable, however, shall be determined after pre-audit of the bill by the accounts Department otherwise the amount already determined by the Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post of the fact the movement of the final bill and the amount thereof.

Clause-7(a) Security to be released after the completion of defect liability period: The deduction referred to in clause - 1 herein before or such part thereof as may be due to the contractor under this contract shall be payable to contractor after a period of three month has elapsed after the payment of final bill.

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Clause-8 Bills to be submitted monthly : A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take, or cause to be taken, the requisite measurements for the purpose of having the same verified, and the claim, so 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 respect.

Clause-9 Bill to be on printed format : The contractor shall submit all bills in triplicate on printed forms to be had on application from the office of the Engineer-in-charge and the charges 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 hereinafter provided for such work.

Clause-10 Store supplied : If the specification or the 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 the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials & stores and the prices to be charged therefore hereinafter mentioned being, so far as practicable, for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and values of the full quantities of materials and stores, required from time to time to be used by him for the purpose of the contract only, and value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, and shall be kept in safe custody of contractor but shall not on any account be removed from the site of the work

without the written permission of the Engineer-in-charge, 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 the contract, shall be returned to the Engineer-in-charge's store by a notice in writing under his hand he shall so required, but the contractor shall not be entitled to return any such materials unless such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause-11 Work to be executed in accordance with specification drawings orders etc :

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect in strict accordance with Haryana P.W.D. specifications 1990 edition specifications or otherwise as may be specifically provided. The contractor shall also conform exactly, fully and faithfully to the designs, and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so required, be entitled at his own expense to make, or cause to be made, copies of the specifications and of all such designs, drawings and instructions as aforesaid.

Clause-11 (A) Removal of employee workman and foreman : The Engineer-in-charge shall have full power at all times to object to the employment of any workman, foreman other employee on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge requesting to the removal of any such man or men from the work, the contractor shall comply with the request forthwith. No such workman, foreman or other employees after his removal from the work by request of the Engineer-in-charge, shall be re-employed or re-instated on the works by the contractor at any time 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-in-charge for requiring the removal of any such foreman or other employee.

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Clause-12 alterations in specifications and designs : The Engineer-in-charge shall have power to make any alteration in, omissions 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 the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, 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 the 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 certificate of the Engineer-in-charge shall be conclusive as to such proportion; and if the alternated, additional or substituted work concludes any clause of work for which no rate is specified in his contract, then such of work shall be carried out at the rates entered in the schedule of rates of the district; subject to the same percentage above or below as for the items included in the contract and if such class of work is not entered in the schedule of rates of district, then the contractor shall, within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate which it is his intension to charge for such class of work and if the Engineer-in-charge does not agree to this rates, he shall, by notice in writing be at liberty to cancel his

order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable; provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned then and such case he shall only 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 Superintending Engineer MUNICIPAL CORPORATION Yamunanagar-Jagadhri, shall be final.

Clause-13 No compensation for alteration in or restriction of work to be carried out :

If at any time after the commencement of the work the MUNICIPAL CORPORATION Yamunanagar-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 who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but 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 alteration having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause-14 Action and compensation payable in case of bad work :- If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship, or with 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 inevidently passed, certified and paid for, forthwith rectify, or remove 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 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 10 days, while 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 the place with other, the materials or articles complained or as the case may be, at the risk and expense in all respects of the contractor.

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Clause 15 Work to be open to inspections, contractor or his responsible agent to be present :- 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 the purpose. Orders to be given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause-16 Notice to be given before work is covered up :- The contractor shall give not less than five days, notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or

otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurements and shall not cover up or place beyond the reach of measurement any 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 without 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 allowance shall be made for such work or the materials with which the same was executed.

Clause-17 Contractor liable for damage done, and for imperfection during defect liability period after certified : If the contractor or his work-people or his servants shall break, deface, injure or destroy a part of a building in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground continuous to the premises on which the work, or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent in it within **during defect liability period** after the certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or, in default, the Engineer-in-charge may cause the same to be made good by other 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 contractor, or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause-18 Contractor to supply plant, ladders, scaffoldings, etc :

And is liable for damages arising from non provision of lights and fencing, etc.

The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's store), 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 these condition 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 therefore to and from the work. The contractor shall also supply without charge the requisite numbers of persons with the means and material 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 deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of these above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

Clause-19 Labour :

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

Clause-19B the contractor shall pay his labourer not less than the wages determined under minimum wages act for the District.

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

Clause-20A Contractor liable for payment of compensation to injured workman or in case of death to his relations : In every case in which by virtue of the provisions of sanctions 12, subsections (1) of the Workmen's Compensation Act, 1923, MUNICIPAL CORPORATION Yamunanagar-Jagadhri, is obliged to pay compensation to workmen employed by the contractor, in executions of the works, MUNICIPAL CORPORATION Yamunanagar-Jagadhri, will recover from the contractor, the amount of the compensation so paid and without prejudice to the right of, MUNICIPAL CORPORATION Yamunanagar-Jagadhri, under Section 12 sub-section (2) of said act shall be at liberty to recover such amount or any part thereof be deducted it from the security or from any sum due by MUNICIPAL CORPORATION Yamunanagar-Jagadhri, to the contractor whether under his contract or otherwise.

MUNICIPAL CORPORATION Yamunanagar-Jagadhri, shall not be bound to contest any claim made against it under section 12, subsection (1) of the said act except on the written request of the contractor and upon his giving to MUNICIPAL CORPORATION Yamunanagar-Jagadhri, for security for all cost for which MUNICIPAL CORPORATION Yamunanagar-Jagadhri, might become liable in consequence of contesting such claim.

Clause-21 Work not to 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 contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt so to do, or if any bribe gratuity, gift, loan, prerequisite, reward or advantage, pecuniary or otherwise; shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants/agent to any officer or person in the employment of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, and the same consequence shall ensue as if the contract had been rescinded under Clause 2 thereof, and in addition, the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause-22 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss :- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation payable to MUNICIPAL CORPORATION Yamunanagar-Jagadhri, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained;

Clause-22A Deduction of amounts due to Government on any account whatever to be recoverable from sums payable to a contractor : Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whether and any other sum found to be due to MUNICIPAL CORPORATION Yamunanagar-Jagadhri, the contractor in respect of his contract or any other contract of work order or on any account whatever may be deducted from any sum whatever payable by MUNICIPAL CORPORATION Yamunanagar-Jagadhri, To the contractor either in respect of this contract or any work order or control account by any other department of the Government/ MUNICIPAL CORPORATION Yamunanagar-Jagadhri.

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

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Clause-24 Work to be under directions of Superintending Engineer : All works to be executed under the contract shall be executed under direction of, and subject to the approval in all respect, of the Superintending Engineer of the MUNICIPAL CORPORATION Yamunanagar-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 and, from time to time carried on.

Clause-25 Claims for payment of any ordinary nature to be referred to MUNICIPAL CORPORATION Yamunanagar-Jagadhri : No claim for payment of an extraordinary nature such as claim 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 temporary brought to a stand still through no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the MUNICIPAL CORPORATION Yamunanagar-Jagadhri.

Clause-25A (i) Arbitration Clause If any question or difference or objection whatsoever shall arise between the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, or authorized representative of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, and the contractor in connection with or arising out of the contract or the execution of the work or after it's completion, (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred to, for being settled by the Executive Engineer-in-Charge of the work at that time and Engineer-In-Charge shall within a period of sixty days after being requested, in writing, made by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-In-Charge as aforesaid, with all due-diligence whether MUNICIPAL CORPORATION Yamunanagar-Jagadhri, or authorized representative of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, or contractor **requires** arbitration as hereinafter provided for, or not. If the Executive Engineer, in-charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer, In-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of sixty days, after being requested, from the date on which request has been made to the Executive Engineer In-Charge request the Chief Engineer, MUNICIPAL CORPORATION Yamunanagar-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 Superintending Engineer of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, to be nominated by designation by Chief Engineer of MUNICIPAL CORPORATION Yamunanagar-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 Yamunanagar-Jagadhri, or that had to deal with the matter to which the contract relates in the course of his duties as a Govt. servant/in service of MUNICIPAL CORPORATION Yamunanagar-Jagadhri, he has expressed his views on all any of the matter in dispute.

The Arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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In case the arbitrator nominated by the Chief Engineer, MUNICIPAL CORPORATION Yamunanagar-Jagadhri is unable or unwilling to act as arbitrator for any such reason, whatsoever, the Chief Engineer, MUNICIPAL CORPORATION Yamunanagar-Jagadhri, shall be competent to appoint and nominate any other Superintending Engineer of MUNICIPAL CORPORATION Yamunanagar-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 his arbitration agreement that no person other than a person appointed by the Chief Engineer, MUNICIPAL CORPORATION Yamunanagar-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 invariably give reasons for his award in respect of each claim and counter/ claims separately.

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

(v) The following matters shall not lie within the perview of arbitration:

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

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

c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, and has been so decided finally by the MUNICIPAL CORPORATION Yamunanagar-Jagadhri.

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

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

Amount of claims

Rate of security deposit

- | | | |
|----|---|------------------------|
| 1. | For claims below Rs. 10,000/- | 2% of amount claimed. |
| 2. | For claims of Rs. 10,000/- and above & below Rs. 1,00,000/- | 5% of amount claimed. |
| 3. | For claims of Rs. 1,00,000/ and above. | 7½% 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 to any other contract.

(viii) The venue of arbitration shall be such places which 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:-

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- (a) Of the date of completion of the work as certified by Executive Engineer in-charge, or
- (b) Of the date of abandonment of the work, or
- (c) Of its non-commencement within 6 months from the date of allotment or written orders to commence the work as applicable, or
- (d) Of the completion of the work through any alternative agency or means after withdrawal of work from the contractor in whole or in part and /or its recession, or
- (e) Of receiving an intimation from Executive Engineer in-charge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledged /or received.

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 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, the MUNICIPAL CORPORATION Yamunanagar-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 issued to 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.

Clause 26(a) : Any fluctuations in Railway rates which may occur during the subsistence or an affecting freights of any material to be supplied under this contract shall be brought to the notice of the Engineer-in-charge by the contractor within fifteen days from such date without the prejudice to the right of Government, should the contractor failed to comply with the above requirement any excess or short change on account of such increase or decrease shall be credited or recovered from the contractor. No alternation 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 in the manufacture of an article to be supplied under this contract e.g. fluctuation of railway freight on coal required for burning bricks will not be taken into consideration or for an article which forms 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 a finished work.

Clause-27 : The contractor shall be responsible for making his own arrangements for securing priorities and licence for material and transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements for any of them.

Clause-28 Lump sum in estimate : When the estimate on which a tender is made includes lump-sums provision in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question, at the same rates as are payable under this contract for such items, or, if the part of the work in question is not, in the opinion of the Engineer-in-charge, measurable, the Engineer-in-charge may, at his discretion, pay the lump sum amount entered in the estimate and the certificate in writing, of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause-29 Action where no specification : In case of any class of work for which there is no such specifications as is mentioned in rule 1, such work shall be carried out in accordance with 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 instructions and requirements of Engineer-in-charge.

Clause-30 Definition of work : The expression "Work or Works" where used in these conditions shall, unless there is something either in subject or context repugnant to such construction, be construed and taken to mean the works by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

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Clause-31 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 Yamunanagar-Jagadhri, or direct) of (i) the item of work to which the rates in the tender apply and also see the items of work for which rates exist in the Haryana PWD schedule or Rates 1988.

Clause32 Unless otherwise provided for in the contract the "Engineer-in-charge" referred to in the tender & contract for wok means Executive Engineer MUNICIPAL CORPORATION Yamunanagar-Jagadhri, Division Ambala.

Clause-33 The terms and conditions of the agreement have been explained to me/us and I we certify that and I/we clearly understand them.

Clasue-34 The contractor shall be responsible for 'making his own arrangement for' securing licences for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements.

Clause-35 The contractor undertakes that the is not related to any of the officers employed by the MUNICIPAL CORPORATION Yamunanagar-Jagadhri.

Clause-36 No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default, the pit so dug will be filled in by the department at cost of the contractor plus 14% departmental charges.

Clause-37 The contractor shall have to pay sales tax to Excise and Taxation Deptt. in accordance with the rules in force from time to time.

Clause-38 All payment for work done under this contract shall be made by cheque to the contractor.

Clasuse-39 All royalty and compensation for building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.

Clause-40 The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable.

Clause-41 It will be the responsibility of the contractor to ensure that trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-charge and deducted from the bill of the contractor.

Clause-42 The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-charge. He should also arrange at his own expense for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the MUNICIPAL CORPORATION Yamunanagar-Jagadhri, at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be final and binding. Contractor will also follow the fair wage clause attached.

Clause-43 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 Yamunanagar-Jagadhri, and no payment shall be made for it.

Clause-44 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.

Clause-45 MUNICIPAL CORPORATION Yamunanagar-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 without liability or compensation.

Clause-46 No claim on account of fluctuation in price due to war or any other cause will be entreated.

Clause-47 The contractor shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.

Clause-48 No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the "list of material to be issued to' the contractor" by the department and consequent delay in the execution of work.

Clause-49 The contractor will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.

Clause-50 The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

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Clause-51 All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc. shall be provided by the contractor at his own cost and nothing extra is payable on this account.

Clause-52 With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor/firm.

Clause-53 No premium shall be payable on Non-schedule items. Whether depicted in enclosed schedule of rates or not. Contractor will quote his separate rates as depicted on page No.6 of the tender form if required.

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