

**Municipal Corporation Yamuna Nagar-**  
**SHORT TERM TENDER/COMMUNITY PARTICIPATION NOTICE**

**FOR CONTRACTOR and L and C Societies. Both**

Tender Download Start Date: 15.12.2017

Tender Download End Date: 18.12.2017

Last Date of Submission of Tender Fee/EMD:- 18.12.2017 upto 5:00 PM

Tender Opening date: 19.12.2017

Municipal Corporation Yamuna Nagar-Jagadhri, do hereby invites online bids on the website:- <https://etenders.hry.nic.in> from the eligible contractors/firms enlisted in appropriate class/category on the approved list of Municipal Corporation, Yamuna Nagar-Jagadhri, PWD, BandR, PHED, HUDA, HSAMB or any other Govt. Departments for the works as mentioned below:-

Sr.No	Name of work	Bid Document cost in Rs.	Earnest Money for Contractor	Time Limit
1	Providing and Fixing Portable Cabins for making immediate arrangement for Urban Homeless persons in Yamunanagar.	1180	20000	3 Days

**Note:-**

- 1 The term and condition are also available on <http://www.etenders.hry.nic.in>
- 2 If the contractor/Agency did not submit his Earnest Money/Tender fee within limit i.e. On dt. 18/12/2017 (for Contractor and LandC Societies both). Her/His tender will be rejected without any information. Treat it most urgent.
- 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 Commissioner, Municipal Corporation Yamuna Nagar-Jagadhri.
- 4 Application for tender documents must accompany with an attested copy of registration certificate of the contractor.
- 5 Commissioner, Municipal Corporation, Yamuna Nagar-Jagadhri can reject any or all the tenders without assigning any reason.
- 6 The Societies have to submit resolution duly attested by the registrar of society or Authorized agent.
- 7 Bitumen/Cement/Bricks and all other materials shall be arranged by the Contractor/Society himself and work shall be executed with hot mix plant and paver.
- 8 The Payment shall be made after testing of samples from NIT Kurukshetra or any other Govt. Approved laboratory. The Samples shall be collected during or after execution of work.

Municipal Engineer,  
Municipal Corporation  
Yamuna Nagar-Jagadhri.

Endst. No.:-

Dated :-

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.(BandR) 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 and Construction Fed, Ltd, 159 B Luxmi Garden, Near Chandpur, Yamunanagar.

Municipal Engineer,  
Municipal Corporation  
Yamuna Nagar-Jagadhri.

Tenders are invited from manufacturers for Providing and Fixing of Portable Cabins with proper Toilet and Bathroom (Temporary Shelters) and Water facilities.

The units are to be supplied in Municipal Corporation Yamuna Nagar-Jagadhri area that ensures unmanned functioning with easy to use the technical facility for common users.

General Specifications for Providing and Fixing of Portable Cabins Shelter with Proper Toilets /Bathrooms (Separate for ladies and gents) facilities.

Material	MS Corrugated Sheets 1.2 mm (18 Gauge) with inner layer of laminated MDF board 6 mm thick, water proof, termite, heat and fire resistant and comfortable in extreme hot or cold climate with lifting & shifting arrangement.
Dimensions	<p style="text-align: center;"><b><u>FOR CABIN</u></b></p> <ul style="list-style-type: none"> <li>- Height: 8'</li> <li>- Length: 20'</li> <li>- Width: 10'</li> <li>- Wall Thickness - 50 mm thick duly painted outside and inside.</li> </ul> <p style="text-align: center;"><b><u>FOR Toilet and Bathroom</u></b></p> <ul style="list-style-type: none"> <li>- Height: 8'</li> <li>- Length: 10'</li> <li>- Width: 4'</li> <li>- Wall Thickness - 50 mm thick duly painted outside and inside.</li> </ul>
Flooring	20 mm cement fiber board make Everest then vinyl flooring & insulation of expanded polystyrene 40 mm thickness
Structure	The complete structure should be in one piece and pre-cast

## **TERMS AND CONDITIONS**

1. PAN & TIN Number/GST NO. is must and shall be attached for the proposal.
2. Agency must have an 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. Documentary proof of providing/installing Cabins Shelter with Proper Toilets/Bathrooms 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.
3. 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.
4. For any defective material/faulty workmanship a warranty of 12 months is to be provided.
5. A certificate from a certified Structural Engineer confirming the stability of the structure should be attached along with.
6. Rates have been invited on Single Percentage Rates Tender as per attached specifications.
7. 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 and 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.
8. 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.

9. 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.
10. 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.
11. Any bid not accompanied by an acceptable Bid Security as indicated in NIT as above shall be rejected by the Employer as non-responsive.
12. 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.
13. 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.
14. Deduction from the bills shall be done as per rules.
15. Rates should be inclusive of all Charge like material cost, Labour cost and Taxes applicable as per government rules.
16. Performance security @10% of the contract amount will be release after the completion of warranty period.
17. Contractor/Agency will have to supply portable Cabins within a period of 3 days from the date of issue of work order.

**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 an amount equal to ten percent of the estimated cost of the work with the Executive Engineer (Earnest money shall be accounted for as per memorandum) within 10 days of the acceptance of the tender by way of security deposit, 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 will (with the earnest money deposit by him) amount of 10% of all money payable. Such deductions to be held by **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI.** by way of security deposit. 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 contract has elapsed; one half of the work, before one half of such time has elapsed; and three-fourth of the work, before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent which the 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**

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CONTRACTOR

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EXECUTIVE ENGINEER

(a) To rescind the contract of which recision 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**

(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 and 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**

**Clauses 3:**

In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same 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 otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, 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.

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**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.

**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 10<sup>th</sup> 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 rubbishes 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 an 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,

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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 3 months after the payment of final bill:** 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.

**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 with in 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 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 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, \_\_\_\_\_, 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.

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**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.

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.

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**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, \_\_\_\_\_ 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 of or as the case may be, at the risk and expense in all respects of the contractor.

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.

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**Clause-17 Contractor liable for damage done, and for imperfection for 3 months 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 three months 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 : No female labourer shall be employed within the limits of cantonment.

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 sections 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

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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.

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

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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.

or

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.

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(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:0

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.

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- (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:-
  - (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 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.

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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.

Clasue-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.

Clasue-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 constructed 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.

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 **YAMUNANAGAR-JAGADHRI**

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.

Clasue-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.

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

Clasue-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.

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

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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 entertained.

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.

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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CONTRACTOR'S LABOUR REGULATIONS

1. Short Title : The Regulations may be called (I) Haryana Public Works Department Contracts labour Regulation.
2. Definitions : In these regulations unless otherwise expressed or indicated the following words and expressions shall have the meaning given hereby against them respectively that is to say.
  - (a) "Labour" means workers employed by the contractor directly or indirectly through a sub contractor or other person or by an agent on his behalf.
  - b) "Fair Wages" means wages whether for time or piece work notified for the work by district authority and where such wages have not been so notified the wages prescribed by the Haryana Public Works Department for the district in which the work is done.
  - c) "Contractor" shall include every person whether a sub-contractor or headman of agent employing labour on the work taken on contract.
  - d) "Wages" Shall have the same meaning as defined in the payment or Wages Act 1936 and include time and piece rate wages.
3. Display of notices regarding wages etc.

The contractor shall before he commences his work in contract, display and correctly maintain and continue to display and correctly maintain a clean and legible condition at conspicuous places on the workers. Giving the rate wages which have been certified by the Executive Engineer, the Superintending Engineer. The Chief Engineer or Regional Labour Commissioner as fair wages and the hours of work for which such wags are earned and a copy of such notices to the District Labour Officer.
4. Payment of Wages
  - (1) Wages due to every worker shall be paid to him direct.
  - (2) All wages shall be paid in current coin or currency or in both.

FIXATION OF WAGES PERIOD

5. (i) The contractor shall fix wages period in respect of which the wags shall be payable.
  - (ii) No wages period shall exceed one month.
  - (iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the day of the wage period in respect of which the wages are payable.
  - (iv) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.
  - (v) All the payments of wages shall be made on working day.
6. Wages book and wages slip etc.
  - (1) The Contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars.

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- (a) Rate of daily or monthly wages or contract wages.
- (b) Name of work on which employed.
- (c) Nature of work on which employed
- (d) Total number of days worked during each wage period and total amount payable for the work during each period.
- (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
- (f) Wages actually paid for each wage period.
- (2) The contractor shall also maintain a wage slip for each worker employed on the work.

(3) The authority competent to accept the contract may grant an exemption from maintenance of wage book and slips to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.

7. (1) Fines and deductions which may be made from wages :7(i) the wages of worker shall be paid to him without any deduction of any kind except the following:

- (a) Fines.
- (b) Deduction for absence from duty i.e. from the place where by the term of his employment he is required to work. The amount of deductions shall be proportion to the period for which he is absent.
- (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for less or money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Any other deduction which the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**. may from time to time allow.

(2) No fine shall be imposed on a worker and no deduction for damage of loss shall be made from his wages until the worker has been given an opportunity or showing cause against such fines or deductions.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paise in a rupee of the wage payable to him in respect of that wage period.

(4) No fine imposed on a worker shall be recovered from him by installment or after expiry of 60 days from the date on which it was imposed.

8. Register of fines act-8 (1) The contractor shall maintain a register of fines and of all deductions for damage of loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss which was made.

(2) The contractor shall maintain a list in English and the local Indian language, clearly defining acts and commissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clear and legible condition in a conspicuous place on work.

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9. Preservation of Books- The wages book, the slip and the register of fine deduction required to be maintained under this regulation shall be preserved for 12 months after the date of the last entry made in tem.

10. Power labour welfare officer to make investigation of enquiry – The Labour Welfare Officer or any other person authorised by the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**. on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and the provision of these regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

11. Report of Labour Welfare Officer – The Labour Welfare Officer or any other person authorised as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of commission of the labours with a note that necessary deduction from the contractors will made and the wages and the other dues be paid to the labour concerned.

12. Appeal against the decision of the Labour Welfare Officer – Any person agreed by the decision and the recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Labour Commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

13. Representation of Parties

(1) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:

(a) An officer of a registered Trade Union to which he is a member.

(b) An officer of Federation of Trade Unions to which the Trade Union refer it in clause (a) is affiliated.

(c) Where the worker is not a member of any registered union, an officer of registered trade union concerned with, or by any other workman employed in the industry in which the worker is employed.

(2) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:

(a) An officer of an association of employers of which he is a member.

(b) An office of an association of employees to which the association referred to in clause (a) is affiliated.

(c) Where the employer is not member of any association of employees by an officer of an association of employers connected with or by any other employer is engaged.

14. No party shall be allowed to be represented by a lawyer during any investigation enquiry appeal to any other proceeding under these regulations.

15. Inspection of Register – The contractor shall allow inspection of the wages slip to any of his worker or to his agent at a convenient time and places after due notice is received or the Labour Welfare Officer or any other person authorised by the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**. on his behalf.

16. Submission of return – The contractor shall submit periodically return as may be specified from time to time.

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17. Licencing of contractor

Every contractor who employs or who employed on any of the preceding 12 calendar months 20 or more workmen is covered by the Act and is required to obtain a licence. The contractor should obtain the necessary licence as required under section 12 of contractor labour (Regulation and Abolition Act 1970) before commencing the work.

18. Amendment- The Haryana Government may from time to time add or amend these regulations and on any question as to application, interpretation or effect of these regulations the decision of the Labour Commissioner to Haryana Government or any other person authorised by the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI** on that behalf shall be final.

19. The contractor shall be responsible to provide to the entire satisfaction of the Engineer-Incharge at his own expense the following amenities for the labour employed by him.

(a) Suitable temporary hutting accommodation.

(b) Trench latrine, bathing enclosure, platforms, separately for men and women and their regular cleanliness. Clean drinking water.

In the event of his failure to provide any or all the amenities, the same shall be provided by the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI** and cost thereof shall be recovered from the contractor. Any dispute regarding above point shall be settled by the Engineer-in-charge and his decision shall be final.

FAIR WAGES CLAUSES

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

Explanation:

Fair wage means wage. Whether for time or piece work notified at the time of inviting tenders of the work and where such wages have not been so notified, the wage prescribed by the Public Works Deptt. Building and road branch, Haryana for the district, in which the work is done.

(b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labours, indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been directly employed by him.

(c) In respect of labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Public Works Deptt. Contractor's labours Regulations made by Government from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage register, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.

(d) The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the regulation is referred to in clause (c) above.

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(e) Vis-à-vis the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub contractors.

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.

(h) Before making payment to the contractors, the authorities concerned should obtain a certificate from the contractor that he has made payment to all workers connected with the execution of the work, for which the payment is being made.

(i) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the most. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid over time wages, at the double the ordinary rate of their wages, calculated by the hour.

#### LIST OF MATERIALS TO BE ISSUED BY THE ENGINEER-IN-CHARGE OF THE WORKS TO THE CONTRACTOR

#### NOTES.

1. All the above materials will be issued at the place of issue given and all the costs of carriage including loading & unloading from the place of issue to site of work will be borne by the contractor and this in including the rate of work to be carried out by contractor.

2. In case any quality of cement steel coal or any other controlled or uncontrolled commodity for use directly on the aforesaid work of manufacturers or materials required in connection therewith which is not utilized for the purpose for which it is issued or otherwise disposed off by him or spoiled or lost or allowed to get destroyed or used in excess of the quantities actually required to be used as per specification there-in-stipulated or those fixed by the Engineer-in-charge, the cost of such quantities of the materials shall without prejudice to other rights and remedies available to the **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**, be recoverable from the contractor at the double stock rate at which it is agreed to be supplied to the contractor or double the stock rate for the quantities issued free to cost.

#### 3. EXCESSIVE/SHORT CONSUMPTION OF MATERIAL RECOVERY FROM CONTRACTOR

(a) For excessive consumption of material up to 5% (five percent),

Recovery will be made from the contractor at issue rate plus 3% percent storage charges.

(b) Excessive consumption of material more than 5% (five percent)

Recovery will be made from the contractor for the excessive consumption of materials at penal rates provided in the contract plus three percent storage charges.

(c) For short consumption of material up to 5% (five percent)

The recovery of cost of materials saved would be made from the contractor at issued rates.

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(d) In case of less consumption by more than 5% (five percent)

The rate of concerned items will be reduced where less materials might have been consumed and the same would be reduced proportionate to the materials used shorter than prescribed. However, where it is not possible to determine the exact item on which less material has been used, the cost of material would be recovered from the contractor at issue rate some and in addition the contractor will be opened to disciplinary action by the Divisional Officer. In case where the items of work become non-schedule & non agreement due to less consumption of material the Executive Engineer may sanction such non-schedule & non agreement rates upto the power of his technical sanction of original works where amount larger than those mentioned above are involved, the rates will be got approved from the competent authorities concerned who can approve such rates upto their powers to sanction estimates technically should also be left to the Executive Engineer to determine whether the structure is affected adversely by less consumption of material and in cases where he feels that it is likely to be so.

It is for him to reject the work and decision in such matters of Executive Engineer shall be final.

4. 3% storage charges will be levied on all materials issued to the contractor from stock, the cost of which is recoverable.
5. The octroi, terminal tax royalty and, other taxes and charges on the material issued shall be borne by the contractor.
6. The recovery of cement and steel shall be made in the usual manner from the running bills for the up to date quantity of such materials issued to the contractor not withstanding that lesser quantity of cement and steel might have been consumed on the work & the balanced quantity may be lying in the store, at the site of work.
7. Materials issued at **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**. Store if not at site will be returned **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**. Store immediately. In case the material is not returned or lesser material is returned recovery at panel rates will be made at the rates given in the contract plus storage charges.
8. The other material mentioned in the list will be supplied to the extent of the separate security deposit of suitable amount as per direction of Engineer-in-charge.
9. The rate of cement is inclusive of cost of empty bag.
10. The contractor will have to make his own arrangement for bricks and tiles.
11. The consumption of cement will be regularized as per P.W.D. specification alongwith amendments, if any.

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**ADDITIONAL CONDITIONS OF CONTRACT**

1. The cement will be arranged by the Contractor / Agency / Firm at his own level. The Contractor/Agency/Firm may quote his rates accordingly. The provision of stock issues rates for cement and steel mentioned in Gazetted notification dated 21.02.2006 regarding ceiling premium above HSR 1988 are not applicable in this case.
2. The cement will be arranged by the Contractor / Society/ Agency/ Firm at his own level. The cement shall be ordinary Portland-43 grade, duly ISI marked & confirming to ISI-8112 with latest amendments. The cement manufactured by mini Cement Plant shall not be used.
3. The cement shall be purchased from authorised Distributor or manufacturer or Authorised Dealer.
4. The cement arranged by the contractor/Agency will be brought at site and shall be kept in the Store maintained at site, provided with dual locking system i.e. 1st key of lock with representative of the department and 2nd key of lock with authorised representative of agency.
5. The contractor/agency will inform the Executive Engineer/Assistant Engineer for the quantity of the cement brought at site with bill/challan in the name of that agency before using the same and Executive Engineer Incharge or his authorised representative may check the actual receipt of cement at site.
6. The Engineer-in-Charge or his authorised representative may, if need be, also send the cement for testing to any Government Lab! Reputed Lab. The sample of the cement will be collected as per BIS specifications in the presence of the Contractor/Agency or his authorised representatives. In case the cement is found as per ISI specifications then the cost of testing will be borne by the Department, but in case the cement sample fails to meet the BIS requirements, then appropriate action as per contract agreement will be taken. The cost on the testing of cement alongwith any loss caused to Government shall also be recovered from the contract Agency and no claim in this respect will be entertained.
7. The stock of cement at site shall not be more than one month consumption and only sufficient quantities shall be kept to ensure continuity of the work.
8. The cement consumption register showing dated cement brought at site by the contractor/agency and its day-do-day utilization will be maintained. The said register shall be open to inspection by representatives of the Engineer-in-charge during his visit at site. The consumption and receipt of cement in the register shall be initiated jointly by the authorised representative of the contractor! agency and representative of Engineer-in-charge. The said register will be issued by office of concerned Assistant Engineer under his dated signature for each agreement separately. The register will also contain the columns for work executive against the cement issued.
9. Quality check register will be maintained at site and regular sampling of work executive every month shall be recorded in the same.
10. **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI.** reserves the right to negotiations as per policy approved by the State Government with the tenderers in case the prices quoted are felt to be on higher side or otherwise. In case of higher rates, the negotiations will be carried out with lowest agency only.

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11. The Engineer-in-charge can opt for 3<sup>rd</sup> party Inspection other than MUNICIPAL CORPORATION, **YAMUNANAGAR-JAGADHRI** . In addition to inspection by **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**. staff. The 3<sup>rd</sup> party would inspect the work during its execution to ensure execution of work as per specification/agreement and also quality control i.e. drawl of samples, testing and other items etc. The report of the same would be submitted to Engineer-in-charge by the 3<sup>rd</sup> party. The agency/contractor shall be bound by the report of 3rd party inspection and shall take remedial measures for execution of work as per specification in agreement. The inspection and sample testing charges will be borne by **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI**

12. The execution of work costing more than Rs. 5.00 lacs will be monitored by a Citizen Supervisory Committee of 5 to 7 persons who are stake holders in the work. The contractor shall be bound to keep the committee apprised of various important phases of the work right from the beginning till the end. The contractor shall also give due consideration to the suggestions this committee may make from time to time with regard to the quality of work. In the event of contractor finding such a suggestions to be irresponsible or unacceptable, he will bring the matter to the notice of the **Municipal Corporation, YAMUNANAGAR-JAGADHRI**

13. "The running bill shall carry a certificate signed by all the members of the Citizen Supervisory Committee to the effect that " the work till date has been satisfactorily carried out and the payment of the amount mentioned in the running bill may be released by MCF" In the absence of such a certificate the running bill shall not be sent by the Engineering Branch to the Accounts Branch unless the S.D.O. certifies that no such Citizen Supervisory Committee was set up for the said work. The Accounts Branch shall verify whether a committee was so set up or not from a copy of the work order and if was set up what were the names of all the members and whether signatures of all the members are there or not on the certificate given by the Engineering Branch.

Variation in the Rates of Bitumen/Emulsion.

14. The rate of bitumen/emulsion at the refinery on the date of receipt of tender shall be considered as base rate. If during execution of the works, the rate of bitumen/emulsion increases or decreases at refinery, the difference in cost shall be paid /recovered from the contractor in the bill subject to the following conditions:-

(a) The bitumen/emulsion will be arranged by the contractor from approved refinery only.

(b) The contractor shall submit original bill/voucher of the refinery while claiming the payment for the work' done. The bill/voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of bitumen/emulsion will be paid if the original bill/vouchers are not submitted by the agency. No increase in the prices of the bitumen/emulsion shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement irrespective of extension of time limit granted to the agency for reason, whatsoever.

(C) After approval of tender, the contractor shall submit the work programme for execution of work and get it approve from the Engineer-in-charge in the time limit prescribed in the tender document. The increase in rates of bitumen/emulsion shall only be paid if the bituminous work is carried out within the prescribed period as per the approved work programme.

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15. Labour Safety Items

Contractors shall provide labour safety items to the labour at the site of work such as luminous jackets, Helmets, Gloves, Goggles, boots etc. free of cost if the contractors does not provide these items to the labours this shall be provided by the department and double the cost shall be recovered from the contractor.

16. Road Safety Items

Contractor shall provide road safety items like diversion boards cautionary boards. Men at work boards delineators, traffic cones, flagmen, Barricaes etc. at the site of work. In case these items are not provided by the contractor then **MUNICIPAL CORPORATION, YAMUNANAGAR-JAGADHRI.** will provide these items and double the cost shall be recovered from the contractor.

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**AFFIDAVIT**

I \_\_\_\_\_ S/o Sh. \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ Section \_\_\_\_\_ Distt. \_\_\_\_\_  
contractor/partner/share holders (strike out the which is not applicable) (firm or contractor) do hereby solemnly  
declare as under:-

1. That the person/firms black listed by MUNICIPAL CORPORATION, \_\_\_\_\_/ Haryana Govt./Govt. of India from time to time never had any connection and interest in my business.
2. That the above said contractor / persons / firms do not have any substituting in my business and
3. That the said persons / firms are not employee of my firm and are not in any way connected with my business.

DEPONENT

WITNESS

DATED:

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

DEPONENT

WITNESS

DATED:

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CONTRACTOR

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EXECUTIVE ENGINEER

## TECHNICAL CONDITIONS

1. The contractor will have to quote their rates including the cost of cement of ISI quality 43 grade OPC cement brand like ACC, Binani, J.K., Ambuja, Vikram, Birla etc. and the contractor will also submit the original bills/vouchers of the cement consumed in that particular work and the bill No. and address of the authorized source of purchase will be submitted before claiming the payment to the concerned division. That record will be kept with the file of work and the bills/vouchers No. and address will be entered in the M.B.
2. The ISI marked OPC 43 Grade: Cement will be used and arranged by the Contractor/Agency at his own cost.
3. The work will be open for third party inspection for quantity and quality as per prescribed relevant. IS specification as directed by the Engineer-in-charge and third party inspection charges will be born by **Municipal Corporation, YAMUNANAGAR-JAGADHRI**
4. The design mix to be used will be got approved by the agency from Engineer-in-charge at least 15 days in advance. The samples will be given by the agency free of cost.
5. Contractor shall provide suitable measuring arrangement and leveling instruments latest quality approved by Engineer-in-charge at the site of work.
6. No extra payment on account of quality control measures shall be paid to the contractor.
7. PERIOD OF DEFECTS LIABILITY. The contractor shall be responsible to make good and defect which may develop or may be noticed during period of one year from certified date of completion and which is attributable to the contractor. All notices of such defects shall be given to the contractor promptly. In case the contractor fails to make good the defects, the Engineer-in-charge may employ other means to make good such defects and all expenses consequents and incidental there to shall be borne by the contractor.
8. The contractor shall not occupy or obstruct by his operations than ½ of the width of any road or street. However, in special conditions, the contractor shall obtain the consent of the Engineer-in-charge in writing before closing any road for vehicular traffic and footpath shall be kept clear at all times. The contractor shall make all the precaution to avoid any accidents and for proper guidance of the traffic by providing necessary barriers, reflective cautionary sign/signal, speed limit boards, red and green flags, electric light focus type at night, with sufficient numbers of chowkidars and other measure while work is in progress or blocking the road wherever otherwise necessary. The material and the machinery shall be stocked /placed at the site of work in such a way that there will be no obstruction no traffic and inconvenience to public. No claim shall be entertained on account of such faulty arrangement made by the contractor. The contractor shall be fully responsible for all accident caused by the negligence of such precaution. In case the contractor fails to comply with the aforesaid arrangements the same shall be made by the Engineer-in-charge the risk and cost of the contractor.
9. If directed by the Engineer-in-charge in writing the work shall be done during night time for which nothing extra shall be paid to the contractor.
10. Before tendering the tenderer shall inspect the site of work shall fully acquaint/satisfy himself about the condition with regard to site, nature of soil, availability of material, suitable location for construction of godowns stores and labour huts, the extent of leads and lifts is involved in the work (over the entire duration of contact) including local requirements for a satisfactory execution of work. This rate should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the department on this account.
11. Only actual quantities of work completed by the Engineer-in-charge shall be paid for. If any damage in done by the contractor to any existing work during the course of execution of work, this shall have to be made good by him at his own cost.
12. AT least one authorized representative of the contractor should always be available at site of work to take instruction from departmental officers and ensure proper execution of work should be done in the absence of the contractor.

13. The contractor shall be required to provide all such materials/equipment's at site to conduct field tests and to ensure that the quality of aggregate shall be according to the prescribed specification and no payment for material required for samples for such tests shall be made to him. In case the material is not found upto mark, the same will be rejected.
14. For cement, bitumen, steel and similar other material their essential tests are to be carried out at the manufacturer's plants or at laboratories other than the site laboratories, the cost of samples, testing and furnishing of test certificates shall be borne by the contractor. He shall also furnish the test certificates to the Engineer.
15. Nothing shall be paid for marking and maintenance of service road required for the transportation of the material.
16. If any damage is done by the contractor to any existing work during the course of excavation of the work this shall have to be made good by him at any cost.
17. Only actual quantities of work completed and accepted by the Engineer-in-charge shall be paid for.
18. The contractor shall make his own arrangement for obtaining the electric connection if required and make necessary payment directly to the department concerned.
19. Irrespective of what is stated in Para 6 of the prepage of Hr PWD/Schedules of rates 1988 general rules no carriage of cement, steel and bricks aggregate. Bitumen or any other type of material shall be admissible irrespective of lead involved.
20. No payment will be made to the contractor for damaged caused by the rains or other natural claimants during the execution of the work and no claim on this account will be entertained.
21. In works where O&M is not to be done by the agency, the security shall be refunded after 3 (three) months of completion of work. However, in case of works where O&M is to be done by the agency after completion of work, the security shall be refunded to the agency against deposit of valid bank guarantee for an amount equal to security to be refunded. The bank guarantee shall be released after completion of period of O&M.
22. The aggregate and fine aggregate used shall be as per PWD/Most specification and the water shall be as per IS 456 2000.
23. All aggregates including water etc. and furnished products in RMC will be tested as per relevant ISI standard.
24. the Fly ash may be used in mix designed for M-40 grade to a max extent of 10% and design be got approved by the NCCB/CRRI with minimum cement content 420 kg of 43 grade for cubic meter.

Executive Engineer  
Municipal Corporation  
YAMUNANAGAR-JAGADHRI

## ***Technical Requirements***

Sr. No.	Documents to be uploaded by the bidder	Bidder's Response (Yes/No)
1	Enlishment Certificate	
2	Exeperience Certificate	
3	Similar Nature Work	
4	PF	
5	ESI	
6	TENDER FEE	
7	EARNEST MONEY	

*These above documenmt in tender must be uploaded at the time of tender submission.*