

SR. NO. _____

Issued On _____

Haryana State Warehousing Corporation

PANCHKULA DIVISION

Percentage Item Rate Tender

AND

Contract for Works

General Rules and Direction for the guidance of Contractors

1.	Name of Work:	
2.	Name of Contractor/Agency :	
3.	Address:	
4.	(a) Category of Enlistment:	
	(b) For the Period:	
5.	Estimated cost of work :	
6.	Tender fee ₹	Receipt No. _____ Dt. _____
7.	Earnest Money ₹	No. _____ Dt. _____
8.	Time Limit	Months

Signature of
Issuing clerk

Signature of Contractor /Firm
With Rubber Stamp

(Signature of Contractor)

1. All works proposed for execution by contract will be notified in a form of invitation of tender pasted on a board hung up in the office and signed by the Executive Engineer. This form will state the work to be carried out as well as, the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with tender and amount of security deposit to be deposited by the successful tenderer and the percentages, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractor at the office of the Executive Engineer during office hours.
2. Tenderer shall sign each page of the tender.
3. Any person who submits a tender shall fill up the usual printer form stating at how much percent above or below the rates specified in 'Rule 1 he is willing to undertake the work. **Only one rate or percentage more or less on all the estimated rates/Common Schedule of Rates be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender or in time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to reject.** No single tender shall include more than one work, but contractor who wish to tender for two or more shall submit a separate tender for each. **Tenders shall have the name and number of the work to which they refer written outside the envelope.**
4. The rate shall be written in the specified box only in table below. Two rates have to be filled one for HSR items and other for non schedule / market rate items. In the rates only percentage below or above has to be written.

Any rates / condition written outside the box will not be considered at all in any condition.

Sr. No.	Items	Basic Rate	Rate to be quoted by contractor % above or below.
1	All HSR items	(HSR+CP)	
2	All N.S. items	Analytical rate	

Note: In case above or below not mentioned, the rates will be considered above.

5. If the bid / tender is found seriously unbalanced or front loaded, then the payment will be released in such a manner that overall excess over (HSR+CP) / Analytical cost in any running bill or final bill shall not be more than the overall premium as calculated in the financial statement.
6. The Executive Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors or their authorized agent who may be present at the time and will enter the amount of several tenders in a Comparative Statement in a suitable form in event of a tender being accepted a receipt for the earnest money forwarded there with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule1. In the event of a tender being rejected, the earnest money, forwarded with such unaccepted tender shall there upon be returned to the contractor.
7. The Managing Director shall have the right of rejecting all or any of the tenders.

(Signature of Contractor)

8. The Corporation may refuse or suspend payments on account of a work when signed by all the partners or one of the partners or some other person produces written authority enabling him to give factual receipts on behalf of the form.
9. With the issuance of acceptance letter all the conditions (including the additional conditions) in the tender will convert into conditions of an agreement and the contract will stand concluded.
10. The receipts of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that the producer's receipt signed by only authorized officer of Corporation.
11. The memorandum of work tendered for and the memorandum of materials to be supplied by the corporation and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender form is issued.)f a form is issued to an intending tender without having been so filled in and completed he shall request the **Executive Engineer to have this done before he completes and delivers the tender.**
12. If the tenderer withdraws or modify the rate without the written concurrence of Executive Engineer within 90 days of the tender his earnest money shall be forfeited and he will be debarred from future tendering in the Corporation.
13. In case this tender is accepted, I/we hereby agree to abide by any fulfill all the terms and provisions of the said conditions of contract annexured hereto as applicable, or on its default, to pay to Harayana State Warehousing Corporation or its successor in office, the sums of money mentioned in the said conditions.
14. The sum of Rs. _____ deposited vide Demand Draft /Cash Receipt No. _____ dated _____ as earnest money, the full value of which is to be absolutely forfeited to the Haryana State Warehousing Corporation or its successor without prejudice to other rights or remedies. Should I/we fail to commence the work specified in the above memorandum the said sum of Rs. _____ shall be retained by the Haryana State Warehousing Corporation on account of the security deposit specified in, clause 1 of the said conditions of contract. Should I/We withdraw or modify the tender after the date of opening the tender, my / our earnest money shall stand forfeited to the Haryana State Warehousing Corporation.

Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here to so far as applicable or in default thereof to forfeit and pay to the corporation or its successor in office, the sum of money mentioned in the said conditions.

(Dated Signature of Contractor)
Name of Contractor/firm along
with Rubber stamp

The above tender is accepted by me on behalf of the Corporation.

(EXECUTIVE ENGINEER)

(Signature of Contractor)

CONDITION OF CONTRACT

Security deposit	<p><u>Clause 1</u> – The person/firm whose tender may be accepted (hereinafter called the contractor) shall permit Corporation at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount ranging from 5% of all money so payable. Such deductions will be held by Corporation by way of security deposit. All compensation or other sums of money payable by the contractor to Corporation under the term of his contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by Corporation on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.</p>
Compensation for delay	<p><u>Clause-2</u> - The time allowed for carrying out the works as entered in the tender shall be for delay strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer in charge may levy on the amount of the agreement cost of the whole work as shown in the tender for every day that the work remains uncommenced, unfinished, after the proper dates or compensation can also be imposed partly by the Executive Engineer on the uncommenced, unfinished works subject to a maximum of 10% of the agreement cost. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of whole time allowed under his contract has elapsed, on half 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 falling to comply with this condition he shall be liable to pay as compensation an amount equal to the cost of the whole work for every day that the due quantity to work remains incomplete: provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender.</p> <p>The Managing Director may on representation in writing from the contractor reduce the amount of compensation and his decision in writing shall be final.</p>
Action when whole of security deposit is to be forfeited.	<p><u>Clause-3</u> In any case in which under any clause or clauses in this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one some or deducted by installment). The Executive Engineer on behalf of the corporation shall have power to adopt any of the following courses, as he may deem best suited in the interest of Corporation:-</p>
	<p>(a) To rescind the contract (of which rescission notice in writing to the contractor under the head of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Corporation.</p>
	<p>(b) To employ labour paid by the Corporation and supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (or the amount of such cost and price a certificate of the Executive Engineer shall be final and</p>

(Signature of Contractor)

	<p>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.</p>
	<p>(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his works, and to give to another contractor to complete, in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor of the whole work had excess the certificate in writing of amount of which the Executive Engineer shall be final and conclusive shall be born and paid by the original contractor and been executed by him of the may be deducted from any money due to him by Corporation under the contract or otherwise or from his security deposit or the proceeds of sale thereof or sufficient thereof.</p> <p>In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensate for any loss sustained by him by reason of his having purchased or procured any material, or enter into any engagements or made any advances on account of or with a view to the execution of the work of the performances of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum of or for any work, therefore, actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.</p>
<p>Contractor remains liable to pay compensation if action not taken under Clause 3.</p> <p>Power to take possession of or require removal or sell contractors plant.</p>	<p><u>Clause-4</u> - In any case in which any of the powers conferred upon the Executive Engineer be at clause 3 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall not withstanding be excusable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Executive Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession or all or any tools plant, material and stores in or in ended to be used for the execution of the work any part hereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate hereof shall be final otherwise the Executive Engineer may give notice in writing to the contractor or his clerk of the work foreman or other authorized agent require him to remove such tools, plant, material of stores from the premises within a time to be specified in such notice, and Power to take in the event of the contractor falling to comply with any such requisition, the Executive Engineer possession of or may remove them at the contractor's expenses or sell them by auction or private sale on account of require removal the contractor and at his risk in all respect and the certificate of the Executive Engineer as to the or sell contra expense or any such removal and the amount of the proceed and expense of any such sale shall be plant final and conclusive against the contractor.</p>
<p>Extension of time</p>	<p><u>Clause-5</u> If contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on</p>

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	<p>account of which he desires such extension as aforesaid. and the Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any as may, in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, If in his opinion be necessary or proper.</p>
<p>Contractor to submit a return every month on any work claimed as extra</p>	<p><u>Clause -5A</u>-The contractor shall deliver in the office of the Executive Engineer before the 10th days of every month during the continuance of the work covered also contain the value of such work as claimed for as extra, and such returns shall based upon the rates and prices mentioned in the contractor or in the 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 and however arising which at the date there of he had or may claim to have against the Executive Engineer under or in respect of or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not included whatsoever be the circumstances.</p>
<p>*District rates mean the Haryana PWD Building & Roads Branch rates for that District.</p>	<p><u>Clause-6</u> Without prejudice of the rights of the Corruption under any clause hereinafter by contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer -in-charge)of such completion; but no such certificate shall be given or shall the work be considered to be completed until the contractor shall have removed form the premises on which the work shall be executed all scaffolding, surplus, material and rubbish and cleaned off the dim form all wood work, door, walls, floors or 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 the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor shall fail to comply with shall be binding and conclusive against the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, rubbish and cleaning off dirt on or before fixed for the completion of the work, the Engineer -in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge and dispose of the some as he think fit and clean off such as aforesaid; and the contractor forthwith pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for ay some actually released by the sale thereof.</p>
<p>Final certificate Payment to intermediate certificate to be regarded as advance.</p>	<p><u>Clause -7</u> No payment shall be made for work estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Executive Engineer whole certificate of such approval and passing of the sum so payable shall be regarded as payment by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect unskillful work to be removed and recontracted or re-erected, or be considered as an admission of the due performance of the contract of any part thereof in any respect, or in of any claim not shall it conclude, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way very of effect the contract. The final bill shall be</p>

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	submitted by the contractor within one month of the date fixed for completion of the work otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.
Bill to be submitted monthly.	<u>Clause – 8 –</u> A bill shall be submitted by the contractor each month or on before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take the requisite measurements for the purpose of having the same verified the same verified and the claim, as for admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the 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 warranty; and the Engineer-in-charge may prepare a bill from such its which shall be binding on the contractor in all respect.
Bill to be on printed forms.	<u>Clause-9 –</u> The contractor shall submit all bills, on the printed forms to be had on application at the office of the Executive Engineer and Engineer-in-charge. The bills shall always be entered at the rates specified in the tender 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.
Stores supplied by Corporation .	<u>Clause 10</u> If the specification of estimate of work provides for the use of any special description of materials to be supplied from the 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 material and the price to be charged thereof as hereinafter motioned being so far as practicable for the convenience of the contractor. but not so as in any to control the meaning for effect of this contract specified in the schedule of memorandum (hereto annexed) the contract shall be supplied with such materials and stores from time to time to be used by him for the purposes of the contract only and the value of the full quantity of memorandum may be set off or deducted from any shall be sums then due or thereafter to become due to the contract. under the contract, or otherwise against or from the security deposit. All the materials supplied to the contractor shall remain the property of the contractor but not shall on any account be removed form the site of the work without the written permission of the Engineer in charge and shall at all time be open to inspection by him. Any such materials unused and in perfectly good condition at tie time of completion of contract, shall be returned to the Engineer in charge store. If by a notice in writing under his hand he shall so require; but the contract shall not be entitled return any such materials with such consent, and have no claim for compensation on account of any such material so supplied to his as aforesaid being unused by him or for any wastage in or damage to any such material.
Works to be executed in accordance with specification, drawing orders etc.	<u>Clause-11</u> The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards material and otherwise in every respect in script accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in the office, add to wish the contractor shall be entitled to have access at such office, or in the lodged in the office, add to wish the contractor shall be entitled to have access at such man or men from the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawings and instruction aforesaid.

(Signature of Contractor)

<p>Removal of employees workmen and foremen</p>	<p><u>Clause-11A</u> The Engineer-in-charge shall have full powers at all to subject to the employment of any workman, foreman or other employee on the works by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting removal of any such man or men from the work, the contractor shall comply with the request forthwith.</p> <p>No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-charge shall be re-employed or reinstated on the works by the contractor at any time, except with the previous approval in writing of the Engineer-in-charge.</p> <p>The contractor shall not be entitled to demand the reason from the Engineer-in-charge for requesting the removal of any such workman, foreman or other employee.</p>
<p>Alterations in specifications and designs do not invalidate contracts.</p> <p>Extension of time in consequence of alteration,</p> <p>Rates for work as per in estimate or schedule of rates of the district.</p>	<p><u>Clause – 12</u> The Engineer-in-charge shall have power to make an alterations in or 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, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered. Additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rates is specified the rate as decided by Executive Engineer will be final and binding.</p>
<p>No compensation for alteration in or restriction in work to be carried out.</p>	<p><u>Clause - 13</u> If at any time after the commencement of the work the Corporation shall for any reason what so ever not require the whole there of 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 of compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the wok in full that which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any reason of any alterations having been made in the original specifications, drawings, designs and instructions which all involve any curtailment of the work originally contemplated.</p>
<p>Action and compensation payable in case of bad work.</p>	<p><u>Clause-14</u> If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work, has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any materials or articles provided by him for the payable in case execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not of bad work. in accordance with the contract, the contractor shall on demanding writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and unless re-contract the work so specified in whole or part, as the case may require or as the case</p>

(Signature of Contractor)

	<p>may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charges and cost and in the event of his failing to do so within period to be specified by the Engineer-in-charge in demand aforesaid the then contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case or any such failure the Engineer-in-charge may rectify complained or, as the case may be at the risk and expense in all respects of the contractor.</p>
<p>Works to be open to inspection.</p> <p>Contractor or responsible agent to be present.</p>	<p><u>Clause-15</u> All work under or in the course of execution or executed in pursuance of the contract shall at the all time be open to the inspection and supervision of the Engineer in charge and his subordinate and the contractor shall at all time, during the usual working hours and all other times at which reasonable notice of the intention of the Engineer in charge or his subordinate to visit the work shall have been given to the contractor either himself be present to receive orders and instructions. or have to responsible agent duty accredited in writing present for that purpose. Order given to the contractor agents shall be considered to have the same force as if they had given to the contractor himself.</p>
<p>Notice to be given before work covered up.</p>	<p><u>Clause-16</u> The contractor shall given not less than five days notice in wiring to the engineer in charge or his subordinate in charge or the work before covering up or other wise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension therefore be taken before the same is so covered up, or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement and work the and if any work shall be covered up or place beyond the reach of measurement such notice having been given or consent obtained the same shall be uncovered the contractors expense or in default thereof no payment or allowance shall be made for such work or the material with which the some was executed.</p>
<p>Contractor liable for damage done and for in correction for six months it</p>	<p><u>Clause-17</u> If contractors or his work people, or servants shall break, deface, injure or destroy part of building, if they may be working on any building, road, fence, enclosure, or grass, land cultivated ground contagious to the premises on the which work, while in progress from any cause whatever or any imperfections become a parent init within 6 months after certificate final or other completion shall have be given by Engineer In charge as aforesaid. The contractor small make the same wood at his or in default the Engineer In charge shall be final from any some that may be then or at any time there after they become due to the contractor or for his security deposit.</p>
<p>Contractor to supply plant ladders scaffoldings, etc.</p> <p>And be liable for damages arising from non-provision of lights, fencing, etc.</p>	<p><u>Clause-18</u> The contractor supply at his own cost of material or accept such material if any as may be accordance with the contract to be supply from the Engineer In charge stores, plants, tools, implements ladders temporary works request or proper for the execution of the work whether altered or substitute and weather include the specification or other document part of the contract or referred to in this condition or may be necessary for the purpose of satisfying of complying with the requirements of V as to any matter as to which his condition he is an entitled to be satisfy or which he is entitled to require together with caring thereof to and form the work. The contractor shall also supply without charge the requisite number of persons with the means the material necessary for the purpose of setting of setting out works and counting, weighing and assessing in the measurement of 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 or the expense may be deducted from any money due to the contractor</p>

(Signature of Contractor)

	under the contractor from his security deposit. 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 defenses of every suit action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to may such persons or which may with the consent of the contractor be paid to compromise any claim by any such persons.
Female Laborer	<u>Clause-19</u> No female laborer shall be employed within the limits of Contentment.
	<u>Clause 19A</u> No laborer below the age of 12 years shall be employed on the work.
	<u>Clause19B</u> The contractor shall pay his laborers not less than the wage paid for similar work in then neighborhood.
Work on Sunday	<u>Clause-20</u> No work shall be done on Sundays without the sanction in writing of the Execution Engineer.
Contractor liable for payment in compensation to injured workmen or in case of death to his relations.	<p><u>Clause-20A</u> In every case in which by virtue of the provision of Section 12, subsection (1)of the workman's compensation Act.1923 is obliged to pay compensation to workmen employed by the contractor in execution of Works, Corporation will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the corporation under section12,sub section (2)of the Act.</p> <p>CORPORATION shall be at liberty to recover such amount CONTRACTION to be contract or whether under this contract or otherwise.</p> <p>CORPORATION shall be bound to contest any claim made against it Section 12,subsection (1)of the said Act expect on the written request of the contractor and his upon giving to CORPORATION full security for all costs of which CORPORATION full security for all costs of which CORPORATION might become liable in consequence of contesting claim.</p>
Work not to be sublet Contractor may be rescinded and security deposit forfeited for subletting, bribing or if contractor be comes insolvent	<u>Clause-21</u> The contract shall not be assigned or subjects without the written approval of the Executive Engineer and if the contractor shall assign or subject his contractor attempt to do so, or become insolvent or commerce any insolvency proceedings or make an composition with his creditors or attempts to do so, or if any bribe, gratuity, gifts loan, requisite reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the contractor or any of his servants or agents or any officer or person in the employ of CORPORATION 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 and the security deposit of the contract shall there upon stand forfeited and be absolutely at the disposal of the Corporation and the same consequence shall ensure as if the contract had been rescinded under clause-3 thereof and in condition the contractor shall not be entitled to recover or be paid for any work there of for a actually performed under the contract.
Sum payable by way of compensation to be considered as responsible	<u>Clause-22</u> All sum payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of CORPORATION without reference to the actual loss of damage sustained, and whether or not any damage shall have been sustained.

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<p>compensation without reference to actual loss.</p>	
<p>Reductions of amount due to Corporation on any account whatsoever to be permissible from payable to the contractor.</p>	<p><u>Clause-22A</u> Any exceeds payment made to the contractor inadvertently or otherwise under this contract or any account whatever and any other sum found to be due to CORPORATION by the contractor in respect of this contract or any others contracts or work -order or any account weatherman be deducted from any sum whatsoever payable by CORPORATION to the contractor either in respect of this contract or any work order or contract or any other department of the Government.</p>
<p>Change constitution of firm</p>	<p><u>Clause-23</u> IN case of a tender by partners any change in constitution of the firm shall be forthwith notified by the contractor to <i>Engineer In charge for his information.</i></p>
<p>Work to be under direction of Corporation Executive Engineer</p>	<p><u>Clause-24</u> All work to be executed under the contract shall be executed under the directions and subject to the approval in all respect of the Executive Engineer of the CORPORATION for the time being who shall be entitled to direct at what point or point and in what manner they are to be commenced and from time carried on.</p>
<p>Claims for payment of an extraordinary nature to be referred to Corporation for decision.</p>	<p><u>Clause-25</u> No claims for payment of an extraordinary nature such as claims for a bounds for extra labour employed in completing the work before the expiry of the contractual period at the request of the Executive Engineer of the CORPORATION or claims for compensation where work has been temporary brought to a stand still though no fault of the contractor, shall allowed oration on for unless and to the extent that the same shall have been expressly sanctioned by the Corporation.</p>
<p>Arbitration clause</p>	<p>Clause-25A.1 <i>If any dispute/difference</i> of any kind whatsoever shall also between the Corporation and the contractor in connection with or arising out of this contract at any time i.e. (i) whether before its commencement or during the progress of the work or after its completion (including maintenance, if a part of the contract) (ii) and whether before or after the termination /abandonment/breach of the contract, it shall be referred with full details of the Executive Engineer-in-charge of the work at the time.</p> <p>Clause-25A.2 The Executive Engineer-in-charge shall within a period of 60 days after being requested in writing by the Contractor to do so, convey his decision to the contractor and subject to arbitration as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is ready in progress, the contractor will proceed with the work on receipt of the decision by the Executive Engineer-in-charger as aforesaid with all due diligence whether he or the Corporation requires arbitration as hereinafter provided or not.</p> <p>Clause-25A.3 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 of 60 days from the receipt of letter communicating the decision the said decision shall be final binding upon the contractor and will not be a subject a matter of arbitration at all.</p> <p>Clause-25A.4 If the Executive Engineer-in-charge of the</p>

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work fails to convey his decision within a period of 60 days after being requested as aforesaid, the contractor may within further 60 days of the expiry of 1st 60 days from the dated on which request has been made to the Executive Engineer-in-charge, request the Executive Engineer-in-charge that the matter in dispute be referred to arbitration as herein provided.

Clause-25A.5 The appointment of the arbitrator for arbitrating the dispute/difference so referred to arbitration shall be made only the Managing Director, HSWC after the contractor furnishes to the satisfaction of Executive Engineer-in-charge of the work, a security deposit of the sum determined according to details given below:

Amount of claim	Security Deposit
Total claim value less than or equal to Rs. 10,000/-	2% of the Claim amount
Total claim value > Rs. 10,000/- but less than equal to Rs. 1 lac.	5% of the claim amount
Claim > Rs. 1 lacs.	10% of the claim amount

Clause-25A.6 This security shall on the termination of the arbitration proceedings be adjusted against the cost if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded the whole of the sum will be refunded to him within one month from the date of the award.

Clause-25A.7. Only graduate Engineer shall be eligible for appointment as arbitrator.

Clause-25A.8 There shall be no objection to appointment of any serving officer of the Government as arbitrator on the plea that he had expressed his views on all or any of the matters in disputes. In case arbitrator is appointed by designation, 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 stage at which it was left by his predecessor.

Clause-25A.9 In case the arbitrator nominated by the Managing Director is unable or unwilling to at as such for any reason whatsoever the Managing Director shall be competent to appoint and nominate any other arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

Clause-25A.10 In all cases the arbitrator shall give reason for his award in respect of each claim and counter claim separately and that any lump sum award shall be enforceable.

Clause-25A.11 The following matters shall not lie within the purview of arbitration

- a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Managing Director and is being heard or/and has been finally decided by the Managing Director.
- b) Any dispute in respect of substituted altered additional work/omitted work/defected work referred by the contractor for

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	<p>the decision of the Managing Director, if it is being heard or has already been decided by the Managing Director.</p> <p>c) Any dispute regarding the scope of the work or its execution suspension or abandonment that has been referred by the contractor for the decision of the Corporation and has been decided by the Corporation.</p> <p>Clause-25A.12 The Contractor shall not be entitled to bring a dispute/difference for decision of the Executive Engineer-in-charge under clause 25A.2.</p> <p>a) After six months of date of completion of work/or.</p> <p>b) After six months of the date of abandonment of the work/or.</p> <p>c) After six months of the dispatch through Regd. Letter of an intimation from the Executive Engineer-in-charge of the work that final payment due to or recovery from the contractor has been determined which he may be acknowledged and/or received.</p> <p>Clause-25A.13 If the matter is not referred to Arbitration within the period prescribed above all rights and claims of the contractor under contract shall be deemed to have been waived.</p> <p>Clause-25A.14 It is also term of this arbitration agreement that no question relating to this contract shall be brought before any civil court without first involving and completing the procedure above.</p> <p>Clause-25A.15. The pendency of arbitration proceedings shall not disentitle the Corporation to make alternative arrangements for completion of the work.</p>
<p>Stores of European or American manufacture to be obtained from the Corporation.</p>	<p>Clause- 26 The contractor shall obtain from the stores of the Executive Engineer, all stores and article of European or American manufacture which may be required thereof or in connection there with unless he has obtained permission in writing from the Executive Engineer to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Executive Engineer will be debited to the contractor in his account at rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses which shall have been incurred in obtaining delivery of the same at the stores aforesaid.</p>
<p>Lump sum in estimate</p>	<p>Clause-27 When the estimate on which a tender is made include lump-sums in respect of Lump sum imparts of the work the contractor shall be entitled to payment in respect of the items of work, estimate involved or the part of the work in question at the same rates as are payable under this contract for such items or if part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.</p>
<p>Action where no</p>	<p>Clause- 28 In the case of any class of work for which there is no such specification as in mentioned in rule 1, such work shall be carried out in</p>

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specification	accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.
Definition at work	<u>Clause- 29</u> The expression "work" or "works" here used in these condition shall unless there we something either in the subject or context repugnant to such constructions be constructed any taken to mean the works by virtue of contract contracted to be executed whether temporary or permanent, and whether original altered, substituted or additional
	<u>Clause 30 -</u> The percentage referred to at page 2 of the tender will be calculated on the gross amount (value of finished work including cost of material whether purchased from Corporation or direct) of (1) the items of work to which the rates in the tender apply and also (2) the items of work for which rates exit in the Schedule of rate of the district.
	<u>Clause-31-</u> The terms and conditions of the arrangement have been explained to me/ us and I/we clearly understand them.

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Schedule Showing (approximately) materials to be supplied from the CORPORATION stores for work contracted to be executed and the rates at which they are to be charged for: **The contractor has not to quote any rate here:**

S. No.	Particulars	Rate at which the materials will be charged to the contractor.			Place of delivery
		Unit	₹	P.	
1.	CEMENT	BAG	NIL	NIL	

- Note :**
- 1) The person or firm submitting the tender should see that the rates in the above scheduled is filled up the Engineer-in-charge on the issue form prior to the submission of the tender.
 - 2) Strike out if not applicable.
 - 3) The contractor has not to write anything on this page.

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HARYANA STATE WAREHOUSING CORPORATION
SUPPLEMENTARY CONDITIONS OF CONTRACT

1. The material should be brought from the sources of quarries specified by the Engineer-in-charge. All the clause of preliminary specification in the Haryana P. W. D. as modified upto date shall be applicable to this work
2. The rates quoted in the tender are applicable till the completion of the contract and no variation by way of extra will be allowed under any circumstances even if it involves controlled commodities. The rates given in the schedule of rates are inclusive of octroi, terminal tax, Royalty and all other taxes and charges.
3. No claim in respect of Sales tax labour cess or any other local taxes which might be in existence or which might hereafter be imposed will be admissible.
4. The contractor shall cooperate with other special agencies who may be engaged by the employer and shall offer all responsible facilities for the execution of such work during the process of construction and repairs.
5. Secured advance if payable will be paid @75% of value for all the bonafide material of imperishable nature brought to site and laying at site but not used in work up to the time of billing subject to production of valid cash memos. Recovery shall be affected only to the extent the quantity used in the work up to the time billing. The watch and ward of material shall be the responsibility of the contractor and in case arrangement to the satisfaction of Engineer-in-charge is not made by the contractor, the same shall be made by the department at the cost of contractor. Execution of Indenture on the prescribed form is prerequisite. Corp. will not own responsibility of any loss of such material on account of theft, fire or damage otherwise before its actual consumption.
6. The work shall be carried out strictly in accordance with the relevant drawings and specifications. The contractor shall make no alternations in the drawing and specifications and should any error or discrepancy appear in them he shall refer it to the Engineer-in-charge in writing for proper adjustment and further instructions.
7. The contractor shall not suspend the work (unless so ordered by the Engineer-in-charge) pending the Engineer-in-charge's decision referred to him in this contract.
8. The Engineer-in-charge may from time to time by direction in writing without in any way violating or affecting the contract, order the contractor to suspend the work of any part thereof at such time or time as the Engineer-in-charge may deem desirable and for any thereof proceed with the work directed to be suspended until he receives a written order to do so from the Engineer-in-charge.
9. **TESTING OF MATERIAL:** (i) Mild steel reinforcement and structures either in the forms of rounds or flat shall conform to latest Indian standard Code Practice. Contractor shall make arrangements to get specimen of cement/steel and concrete tested whenever desired by the Engineer-in-charge. The method of testing & interpretation of result shall be as per the relevant clause of the Indian Standard Code of Practice.
(ii) The testing shall be got done by the Corporation and in case the results do not conform to the specification the entire testing charges shall be recovered from the contractor agency.
(iii) the working contractors are required to maintain a site laboratory of standards for testing of bricks, concrete, stone aggregate, stone metal, fine aggregate and coarse aggregate as desired by Engineer-in-Charge.
(iv) In case the working contractor does not set up in the field testing laboratory of

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required standards as approved by the site in-charge, a penalty of ₹ 10,000/- per month shall be levied for non setting up of the laboratory from the second month of the contract onwards. The site in-charge shall furnish a certificate in the first running bill or by the end of the first month that the working agency has set up the field testing lab.

10. FIRST AID AND LIFE SAVING EQUIPMENTS: The contractor shall provide upon the works to the satisfaction of the Engineer-in-charge and such place as he may appoint proper and sufficient life saving, fire fighting and first aid appliances, which shall at all times be available for use.
11. SITE ORDER BOOK: The contractor shall also maintain an order book at the site of each of the works wherein the instructions of the Engineer-in-charge or his representative about the work shall be recorded. The order book shall be the property of the Corn. & the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book once a day in taken of his having perused the orders.
12. The Engineer-in-charge has full power to remove from the premises all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise 10 such materials. The Engineer-in-charge has also full powers to acquire other proper material to be substituted therefore and in case of default, the Engineer-in-charge may cause the same to be supplied and all cost which may accrue on such removal and substitution are to be borne by contractor.
13. The contractor shall pay not less than fair wages applicable in the locality to labourers engaged by him on the work. All other labour laws applicable shall be strictly adhered to.
14. If the contractors are a partnership firm, the previous approval in writing of the Engineer- shall be obtained any change is made in the Constitution of the firm. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of relevant clause hereof and the same action may be taken and the consequence shall be ensured as in provided in the said clause.
15. The contractor shall make his own arrangements for providing accommodation for labour as may be required in accordance with local regulations.
16. The contractors shall deposit royalty and obtain necessary permit for supply of earth, aggregates etc. from the concerned authorities.
17. In respect of all labour directly or indirectly employed in the work or performances of the contract part of this agreement the contractor shall comply with or cause to be complied with regulation for hutting accommodation of labour as per Haryana P.W.D. Code Rules.
18. Actual quantities of completed measured and accepted work shall only be paid.
19. The contractor shall be entitled to any payment of account of work done till he sign his agreement and the same is accepted by the competent authority.
20. The security will consist of deduction of five 10 ten percent from the running payments 10 be made on account of this work. The earnest money deposited with the tender will be treated as part of the security. The security deposit will be refunded in the following manner:

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- (i) Where the final bill is likely to be for minus amount the security-deposit will be with held till bill is passed and the recoverable amount is first made good.
 - (ii) Where however, the final bill is likely to be for a plus amount, seventy five percent (75%) of the security will be released after three months from date of completion work and balance of twenty five percent (25%) kept as safe guard against any recovery becoming due as result of the check of the final bill and will be refunded after the final bill is passed.
21. Amount of the work may be increased/decreased and any item Committed of or substituted in accordance with requirement of the Corporation and no claim on this amount shall be entertained.
 22. In case of any quantity of cement, steel, paints or other commodity issued from the stock in the contractors by the Engineer-in-charge for use on the work for which it is issued, is not utilized for the purpose of which it is issued and is otherwise disposed off by him or spoiled or allowed to get deteriorated or used in excess of the quantities actually required to be used as per specification herein stipulated or those fixed by the Engineer-in-charge the cost of such quantity of that material shall be recoverable from the contractor at double the rates at which it is agreed to be supplied to the contractor,
 23. Whenever water will be supplied by the corporation recovery on account of water shall be made from the contractor at the rate of 1 % of the amount of items where water has been used.
 24. Income tax will be deduced from the bills of the contractor according to section 194-C of Income Act and instructions issued from time to time.
 25. Sale tax will be deducted as per Government notification. At present (August, 2010), sales tax is deducted @ 4% from each bill.
 26. Labour cess @ 1% will be deducted from each bill. In case of change, the same will be deducted as per the law enforced from time to time.
 27. The recovery of cement supplied by corporation, to the contractor for use on corporation work will be made as per the latest P.W.D. norms.

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

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