

**OFFICE OF THE HARYANA STATE AGRICULTURAL MARKETING BOARD**  
**MANDI BHAWAN**  
**C-6, SECTOR-6, PANCHKULA**

Contact No.0172-2583471, Mob:-9779787122, 9653980658

**SHORT TERM NOTICE INVITING TENDERS**

Sealed tender on the prescribed form are here by invited manually for the works by the undersigned on behalf of Board from the appropriate class of contractors The bidders should be enlisted contractor, registered with HR PWD (B&R)/HR PWD (Public Health)/HR PWD (Irrigation)/HUDA/HSIDC/Power Utilities/ housing Board Haryana/ Police Housing Corporation Haryana/Railways/ HSAM BOARD in suitable category of Electrical works. If bidder is not enlisted with HSAM BOARD then one time requisite fees shall be deposited by the bidder before submission of tender. The tender will be received on dated **13-02-12 at 2.00 PM.** and opened at **3:00 P.M** on the same date in the presence of the tendering agencies or their authorized representatives who may like to be present at the time of opening of tenders. The prescribed tender forms may be obtained on cash payment from the office of the undersigned after required amount of earnest money in the form of Bank Draft or deposit at call.

The DNIT of the work can be seen in the office of the undersigned on any working day during office hours.

| <b>Sr. No</b> | <b>Name of work</b>  | <b>Estimated Cost (Rs. in Lacs)</b> | <b>Earnest Money (in Rs.)</b> | <b>Cost of Tender form (In Rs.)</b> | <b>Time Limit (in Month)</b> | <b>Date of Tender</b> |
|---------------|--|-------------------------------------|-------------------------------|-------------------------------------|------------------------------|-----------------------|
| 1.            | Providing PA and Sound System For Agro Mall at Rohtak, Haryana | Rs. 4,84,800/-                      | Rs 10,000/-                   | Rs. 500/-                           | 1 Months                     | 13-02-2012            |

Executive Engineer (IT)  
H.S.A.M. Board, Panchkula

**DNIT FOR PROVIDING PA AND SOUND SYSTEM FOR AGRO MALL AT ROHTAK, HARYANA**

| <b>Sr. No.</b> | <b>Description</b>   | <b>Qty.</b> | <b>Rate</b>                        | <b>Amount</b> | <b>Remarks</b> |
|----------------|--|-------------|------------------------------------|---------------|----------------|
| <b>1</b>       | Supply, installation, testing and commissioning of controller for Plena Voice Alarm 6-zone system Compliant with standards for emergency sound systems Built-in 240 W booster amplifier 12 Business and emergency control in- and outputs Max/rated output power 360 W / 240 W, Battery Voltage 24Vdc, +20% / -10% , Frequency response 60 Hz – 18 kHz (+1/-3 dB, @ -10 dB ref. rated output) Input type XLR, 6.3 mm jack, Sensitivity 1mV / 1V S/N (flat at max volume) 63 dB ,BGM and PC call station <b>Make PANASONIC/ BOSCH/ CROWN / PHILIPS</b>  | <b>1</b>    | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |
| <b>2</b>       | Supply, installation, testing and commissioning of PLENA Booster Amplifier 240 watt Frequency response 60 Hz to 15kHz (+1/-3db) XLR inputs / output, Direct 100V input for power expansion. Excellent S/N>80dB, input level control , Multiple Outputs (4Ω , 8Ω , 70V, 100V) <b>Make PANASONIC/ BOSCH/ CROWN/ PHILIPS</b>  | <b>5</b>    | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |
| <b>3</b>       | Supply, installation, testing and commissioning of Call station 6-zone intended for Voice Alarm System Controller Six zone selection keys, all-call key and momentary PTT-key for calls, Selectable gain, speech filter and limiter for improved intelligibility. LED indications for zone selection, fault and emergency state. Call station extension provides 7 additional zone and zone group keys Nominal sensitivity 85 dB SPL (gain preset 0dB) Maximum input sound level 110 dBSPL. Frequency response 100Hz – 16kHz. <b>Make PANASONIC/ BOSCH/ CROWN / PHILIPS</b>  | <b>1</b>    | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |
| <b>4</b>       | Supply, installation, testing and commissioning of DVD/CD-player for video and audio. Supports MP3, JPEG, and multi-format video outputs. AM/FM tuner with 10 presets and digital control . Simultaneous operation of-player and tuner . Separate outputs and level controls for player and tuner . Combined DVD/CD-player/tuner output with player priority . Remote control. System Overview, DVD/CD-player Frequency response 2 Hz to 20 kHz (+1/-3 dB) MP3 bit rates CBR 32 to 320 kbps and VBR, mono and stereo, Tuner Frequency response 30 Hz to 15 kHz (+1/-3 dB, FM) Supported formats DVD, CD, (re-)writables MP3, MP4, JPEG, <b>Make PANASONIC/ BOSCH/ BOSE / PHILIPS</b> | <b>1</b>    | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |
| <b>5</b>       | Supply, installation, testing and commissioning of 6 W RMS Ceiling speaker with built in LMT complete in all respect in all respect <b>make BOSCH / PANASONIC/ JBL / PHILIPS</b>   | <b>160</b>  | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |
| <b>6</b>       | Supply, installation, testing and commissioning of 15 W RMS Horn loud speaker with built in LMT complete in all respect in all respect <b>Make BOSCH / PANASONIC/ JBL / PHILIPS</b>  | <b>8</b>    | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |
| <b>7</b>       | Supply, installation, testing and commissioning of 12 W RMS Wooden Box Cabinet speaker with built in LMT complete in all respect in all respect <b>Make BOSCH / PANASONIC/ JBL /PHILIPS</b>  | <b>8</b>    | <b>Rate to be Quoted by Agency</b> |               | <b>N.S.</b>    |

|          |  |          |                                    |  |             |
|----------|--|----------|------------------------------------|--|-------------|
| <b>8</b> | Supply, installation, testing and commissioning of 27U equipment rack to house controller/amplifier/splitter etc. complete in all respect. <b>make VALRACK / COMRACK</b> | <b>1</b> | <b>Rate to be Quoted by Agency</b> |  | <b>N.S.</b> |
| <b>9</b> | Specifications for SITC of 2 KVA Offline UPS complete in all respect(APC UNILINE/LIBERT)Battery Backup for 2 Hour  | <b>1</b> | <b>Rate to be Quoted by Agency</b> |  | <b>N.S.</b> |
|          | <b>Grand Total</b>   |          |                                    |  |             |

**Executive Engineer**  
**HSAM Board,**  
**Panchkula**

## **COMMERCIAL AND ADDITIONAL CONDITION**

### **1.0 General**

- 1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, including one year guarantee period for the following work:-

### **2.0 Commercial Conditions**

#### **2.1 Type of contract**

The work to be awarded by this tender shall be treated as indivisible works contract.

### **3.0 ELIGIBILITY CRITERIA**

- a) The bidders should be enlisted contractor, registered with HR PWD (B&R)/HR PWD (Public Health)/HR PWD (Irrigation)/HUDA/HSIDC/Power Utilities/ housing Board Haryana/ Police Housing Corporation Haryana/Railways/ HSAM BOARD in suitable category of Electrical works. If bidder is not enlisted with HSAM BOARD then one time requisite fees shall be deposited by the bidder before submission of tender.
- b) Banned or Blacklisted Companies by any State / Central Government or any Government Institutions in India will not be eligible to participate. An undertaking to this effect, signed by authorized signatory, has to be submitted.
- c) The Bidder should have achieved turnover of 40% of tendered cost (as given in the tender documents) in any year out of last three year financial years.
- d) The bidder should have completed at least one work of equal to the 40% of tendered cost (as given in the tender documents) in any year out of last three years.

. The firm shall attach photocopies of the above documents, duly attested by a gazetted officer in support of their eligibility as above:

### **4.0 SUBMISSION OF TENDER:-**

#### **4.1 The tender is in three parts:**

- a) Part-I – EMD.
- b) Part II – Technical Bid
- c) Part III – Financial Bid

#### **4.2 The tender shall be submitted duly completed in two separate sealed envelopes (i) Part-I EMD, Part-II Technical Bid, and the other for Part-III Financial Bid through online only. All these bids shall be submitted together on or before the due date and time. The name of the work “EMD”/“Technical Bid only” / clearly be super scribed on the top of the respective sealed envelopes.**

#### **4.3. First Envelop- The name of work and with Part-‘I’ “Earnest Money Deposit” should be written on the top of the sealed cover. This shall be opened first. If EMD is found to be in order, other envelopes shall be considered for opening else the tender shall be rejected.**

#### **4.4 Second Envelop:- “Part-II-Technical Bid” should be written on the top of the sealed cover. It shall be submitted complete with the following documents: -**

- i) Complete tender documents (Part-II) in original, as purchased / downloaded from HSAMB including the schedule of work (without indicating the prices) duly signed for acceptance of all terms and conditions.
- ii) Deviation, if any from DNIT specifications should be clearly brought out.
- iii) Complete technical particulars of all equipments & materials as per proforma.
- iv) Technical literature and catalogues of all equipments, performance curves of pumps etc.
- v) Confirmation that existing space available is adequate for installation of equipments being offered by the tender.

#### **4.5 Financial Bid:-**

The tenderer will have to fill up their rates only in the financial Bid performa/ format on items rate basis. The tenderer in which the financial bids are given in any other format are liable to be rejected.

Financial Bid will be entertained by the authorized persons of the HSAMB in the presence of the representatives of the tenderers who wish to be present.

In the financial bid, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in their financial part, tender shall be rejected forthwith.

A tenderer will also not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the financial bid has been taken by the department.

The HSAMB reserves the right to reject any or all the financial bids and call for fresh financial/ tenders as the case may be without assigning any reason.

- 4.6** The tenders are advised not to deviate from the technical specifications/ items, commercial terms & conditions of DNIT like terms of payment, guarantee, arbitration clause, escalation.
- 4.7.** The EMD envelop with demand draft in favour of XEN, HSAMB, Panchkula, payable at Panchkula followed by technical bid only, shall be opened first on the due date and time, as specified in form, in the presence of tenderers or their authorized representatives who wish to remain present.
- 4.8.** Scrutiny/ evaluation of the Technical bid shall be done by the department in consultation with any agency as deemed necessary. In case it is found that the technical bid of a tender is not in line with DNIT specifications, requirements and/ or contains many deviations, the department reserves the right to reject the technical bid of such firm(s) without making any reference to the tenderer(s).
- 4.9** Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. The tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- 4.10** A tender will not be allowed to withdraw or modify any condition at a time after the technical bids have been accepted and the decision to open the price bid has been taken by the department.
- 4.11.** The work to be awarded by this tender shall be treated as indivisible works contract.

## **5.0 Guarantee:**

All equipments shall be guaranteed for a period of 12 months from the date of completion of work (final testing). Acceptance and taking over of the work by the Board against unsatisfactory performance and / or breakdown due to defective design, material, manufacture, workmanship or installation. The equipment or component or any part thereof so found defective during the guarantee period shall be repaired or replaced free of cost to the satisfaction of the Engineer-in-Charge. In case it is felt by the Board that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk & cost of the contractor. The decision of Engineer-in-Charge in this regard shall be final.

## **6.0 Payment Terms**

The running payment should not be more than 60% of the tendered amount.

## **7.0 Bank Guarantee Deposit**

20% (Twenty percent) Bank Guarantee of the agreement amount shall be got deposited by the successful bidder within fifteen days of allotment and shall be released on the expiry of guarantee period (one year from date of Commissioning and operational of Machinery stipulated in the contract on pro-rata basis).

## **8.0 Rates**

**8.1** The rates quoted by the tenderer, shall be inclusive of all taxes, duties and levies and octroi all charges for Packing, forwarding, insurance, freight and delivery, testing etc. at site.

## **9.0 Completion period**

The completion period of One month indicated in the tender documents is for the entire work of supplying, and testing, and handing over the entire system to the satisfaction of the Engineer-in-charge.

## **10.0 POWER SUPPLY**

The contractor will make his own arrangement for Power supply required for completion of this work.

## **11.0 Inspection and Testing:**

Initial inspection at works and final inspection and testing at site shall be carried out as per Department instructions.

## **12.0 Guarantee**

Guarantee card of equipments shall be furnished by the successful tenderer after verifying the same Company representative.

## **13.0 Validity**

Tenders shall be valid for acceptance for a period of 90 days from date of opening of price bid.

**14.0 Mobilization Advance:** No mobilization advance shall be paid.

## **15.0 Insurance and Storage:**

All consignments are to be duly insured upto the destination from warehouse to warehouse at the cost of contractor. The insurance covers shall be valid till the equipments handed over duly installed, tested and commissioned.

## FAIR WAGE CLAUSE

### APPENDIX 7-A

(Referred to in Para 7.27)

*Fair wage clause:-* The 'fair wage clause' should invariably be inserted in all notices and conditions of contract forms used in this Department.

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

**Explanation:-** 'Fair wage' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been notified, the wages prescribed by the Public Works Department, Building and Roads Branch, Haryana, for the district in which the work is done.

- (b) Contractor shall, notwithstanding the provision of any agreement to the contrary, cause to be paid fair wage to labourers 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 all labour directly or indirectly employed on the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Haryana (1) P.W.D. Contractor's labour Regulations (reproduced in Appendix 7-B) Made by the Government from time to time in regard the payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wage slip, publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

- (d) The Executive Engineer or the 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 non-fulfillment of the conditions of contract for the benefit of the workers, non-payment of wages, which are not justified by the terms of the contract or the non-observance of regulations referred to in clause (c) above.

- (e) Vis-à-vis Haryana Govt. the contractor shall be primarily liable for all payment to be made under, and for 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 their of shall be deemed to be a breach of this contract.-

**NOTE:-** Welfare and health of contract labour as per (Regulation & Abolition Act, 1970) and (Regulation of Employment and condition of Service Act, 1996) will be followed strictly by the agency as well as the department.

**TERMS & CONDITIONS FOR PROVIDING PA AND SOUND  
SYSTEM FOR AGRO MALL AT ROHTAK, HARYANA**  
**NOTES AND ADDITIONAL CONDITIONS**

1. No claim shall be entertained on account of increase in freight, price of labour and material due to any cause whatsoever.
2. In case of emergency the contractor shall be required to pay his labour every day and if this is not done Board will make requisite payment and recover the same from the Contractor.
3. The rates given in the attached schedule of rates are Inclusive of octroi, terminal tax, royalty and other local taxes and charges.
4. The contractor will arrange his own tools and plants and make his own arrangement for water required for works.
5. No carriage or incidental charges will be borne by Board for shifting the material beyond the place where the contractor has agreed to take delivery thereof.
6. The contractor shall be responsible for loss or damages to any material required to be used on work.
7. The contractor shall provide at his own cost and expense all labour and materials etc necessary for layout and check of any portion of work whenever required by the Engineer-in charge or his staff and nothing extra shall be paid for that.
8. Over writing in tender is strictly forbidden and tender containing any doubtful figures will be rejected. Correction if any should be properly initialed by the tendering contractors or his authorized representative.
9. Conditional tender will not be considered at all and contractors submitting the conditional tenders are liable to be black listed.
10. The system shall be warranted for minimum 12 months.
11. Income Tax, Sales tax, Labour cess shall be deducted as and if applicable.
12. The rates quoted by the agency shall be considered as through rates and subject to no premium shall be paid due to market fluctuation, shortage of raw materials or transportation problems.
13. The contractor shall provide, such recesses ,holes, opening etc., as directed by the Engineer-In-charge as required for the electrical/sanitary work and nothing shall be payable on this account.

14. The contractor shall have to arrange qualified Engineer for the above cited work for execution at site who is competent to take Nishans, layout and understand the plans and other technical details. He should be duly authorized by agency to receive and implement all instructions given by the Engineer- in-charge at site of work.
15. In case there is any mistake in rates & conditions as mentioned in the allotment letter, the payment of the item will be made to the agency as per quoted rates and conditions in the tender/subsequent undertaking.
16. Any conditional rebate contrary to the approved DNIT will not be considered for the purpose of being lowest.
17. The material to be used by the contractor should be got approved from the Engineer-in-charge.
18. The material shall be of approved make confirming to the standard and Specification.
19. The contractor shall not be entitled to any payment on account of work done till he signs agreement and the same is accepted by the competent authority.
20. The contractor shall have to purchase material from manufacture or their authorized dealers.

## **TENDER FORM**

Tender dated  
H.S.A.M.B. Form W 4  
The Haryana State Agricultural Marketing Board  
(ENGINEERING WING)

Name of the Contractor

Name of work:- **PROVIDING PA AND SOUND SYSTEM FOR AGRO MALL AT  
ROHTAK, HARYANA.**

Head Clerk \_\_\_\_\_  
District Division  
Sub Division  
Divisional Accountant  
Scrutinized  
ITEM RATE TENDER AND CONTRACT FOR WORK

Executive Engineer

### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Engineer-in-Charge. Construction Office, H.S.A.M.B. 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 the amount of security to be deposited by the successful tenderer and the percentage, if any to be deducted from bills. Copies of all specifications, designs and drawings and schedule rates and any other documents required in connection with work, signed for the purpose of other documents, required in connection with the work, signed for the purpose of 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 Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the rates specified in Rule 1 he is willing to undertake the work. Only one rate of percentage more or than all the Schedule or rates shall be named. Tenders not accompanied by Earnest money and which propose and alternation 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 condition of any sort requiring clarification will be rejected. No single tender shall include more than one works but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the work to which they refer out written outside the envelope.
4. The Executive Engineer or his duly authorized Assistant will open tenders in the presence of any intending contractors or their authorized agents who may be present at the time and will enter the amount of the several tenders in a Comparative Statement in suitable form. In the events or a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall there upon for purpose of the event of a tender being rejected the earnest money forward with such unaccepted tender shall there upon be returned to the contractor making the same.
5. The Competent Authority to sanction the rates shall have the right of rejecting all of or any of the tenders without assigning any reason.

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

7. The receipt of money paid by the contractor to an Accountant or Clerk will not be considered as true acknowledgement of payments to the Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Engineer

8. The memorandum of work tendered and the memorandum of materials to be supplied by the Board and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender form is issued.

**Contractor**

**Witness**

**Executive Engineer**

## TENDER FOR WORKS

I/We hereby tender for the Haryana State Agricultural Marketing Board here-in-after referred to as Board of the works specified in the under written memorandum within the specified in such memorandum at\*

Percent below/above the rates entered in the schedule of rates mentioned in Rule 1 and in accordance in all respects with the specifications, drawing and instructions writing referred to in Rule. I hereof and in clause II of the annexed conditions, and with such material as are provided for an by in all other respects in accordance with the such conditions so far as applicable.

## MEMORANDUM

(a) General description: -

(a) If several sub-workers are included, they should be detailed in separate list.

(b) Estimated cost **Rs.484800/-**

b) This deposit will vary from 1 percent to 10 percent of the estimated cost of the Work according to the Requirements of the case.

(c) Earnest money **Rs.10000/-**

c) The percentage where no Security deposit is taken Would vary from 5% to 10% as requirements of the case.

(d) Percentage, if any, to be deducted from bill (NIL)

(e) Time allowed for the work from the date months of written order to commence. **( ONE )**Months

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 hereto so far as applicable on in default hereto forfeit and pay to the Board or its successor in office, the sum of money mentioned in the said conditions.

The sum of Rs. is herewith forwarded in call deposit Receipt as earnest money the full value of which is to be absolutely forfeited by the Board or its successors in office, without prejudice to any other rights or remedies of the said Board, or its successors in office, should I/We fail to commence the works specified in the above memorandum, (the said such of Rs. Shall/retained by the Board on account of the security deposit some specified in clause of the said conditions of contract).

Give particulars and numbers, Strike out (a) if no security out (b) if any cash security deposit is taken  
Signature of witness to contractor signature.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Witness  
Address  
Occupation

The above tender is hereby accepted by me on behalf of the Board.  
Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

Signature of the officer by whom accepted.

**Contractor**

**Witness**

**Executive Engineer**

## **CONDITIONS OF CONTRACT**

Security deposit  
This will be the same  
Percentage as that in  
the tender at (C)

**Clause 1**-- The person/persons whose tender may be accepted here in-after called the contractor, shall permit Board at the time of making any payments to him for work done under the contract to deduct such sum as (with the earnest money deposited by him) two percent of all money payable as such deductions to be held by board by way of security the terms of this contract may be deducted from his security deposit from, any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall with in ten days thereafter make good in cash or Government security endorsed as aforesaid any sum or sums which may have been deducted from his security deposit or any part thereof.

Compensation of delay

**Clause 2**.-The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The works shall through the stipulated period of the contract be proceeded with all due diligence time deemed to be the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the (Executive Engineer) may decide whose decision in writing shall be final on the amount of the estimated cost of the whole work as shown by the tendered for every day that the work remain un-commenced, 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 work before one fourth of the hole time allowed under the contract has elapsed on half of the work, before one half of such time has elapsed and three fourth or with 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 such smaller amount as the S.E. (whose decision in writing be final) may decide on the said estimated cost of the whole work for every day that due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

Action when whole of  
security deposit is  
forfeited.

**Clause 3** -In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation. Executive Engineer on behalf of Board shall have power to adopt any of the following course, as he deem best suited to the interest of Board:-

Provided that an appeal against action taken buy E.E. shall be with S.E. whose decision in writing shall be final.

a) To rescind the contract (of which rescission notice in writing to the contractor

**Contractor**

**Witness**

**Executive Engineer**

under hand 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 Board.

- (b) To employ labour paid by the Board and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials of the amount of which cost and price 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 respect 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 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 (of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Board under the contract or otherwise or from his security deposit, proceed of the sale of material belonging to the contractor to a sufficient rate thereof. In the event of any of the above course 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 of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any some for any work there to for actual performance 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 pay the value so certified.

**Clause 4** - In the case in which any if the power, conferred upon the Executive Engineer/S.E. by clause 3 hereof, shall have become exercisable and the same not be exercised the non-exercise thereof shall not constitute a waiver of any of the condition hereof and such power 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 deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of Executive Engineer putting in force any of the power(s) to © vested to him under the proceeding clause he may if he so desires, take possession of all or any tools, plants material and stores, in or upon the works or the site there of belonging to the contractor or procured by him and intended to be used for the execution of work or any part thereof being applicable at current market rates to be certified by the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorized agency require to remove such tools, plants, materials or stores form the premises within to be specified. In such notice and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor at his risk in all respect, and the certificate of the Executive Engineer as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Contractor remains liable to pay compensation if action not taken under Clause 3 Power to take possession or required removal or sell contractor plants.

**Clause 5** - If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably kindered in its execution or any other ground, he shall apply in writing to the Superintending Engineer through the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid but before the expiry of time limit the Superintending Engineer/Executive Engineer shall, if in his opinion (which shall be final) reasonable grounds, exits, authorize such extension of time, if any, as may, in his opinion, be necessary or proper, without prejudice to any action taken under clause 2.

Extension of time

**Contractor**

**Witness**

**Executive Engineer**

Contractor to submit a return  
Every month on any works  
Claimed as extra or in the

**Clause 5A** The contractor shall deliver in the office of the Executive Engineer on or before the 10th day of every month during the continuance of the work covered by this contract a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and prices return mentioned in the contract. The contractor shall include in such monthly return particulars of claims of whatever kind and however, arising which at the date thereof he has or may claim to have against the Executive Engineer under or in respect, 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 and such claims not so included whatsoever be the circumstances.

Final certificate

Such certificate shall be  
Given nor shall be given not  
Shall the work be considered  
to be.

**Clause 6** Without prejudice to the rights of Board under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer thereafter called the Engineer-in-Charge of such completion but not completed until the contractor shall have removed from the premises on which the work has been executed all scaffolding surplus materials, and rubbish, considered to be and cleaned off the dirt from all wood works doors, walls, floors, or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may, at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any such actually realized by the sale thereof.

Payment on Intermediate  
Certificate to be regarding  
As an advance.

**Clause 7**- No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole works shall have been completed and a 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 when approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments 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 payment and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of 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 anyway the powers of the Engineer-in-Charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way very or affect the contract. The final bill shall be submitted by the contractor with in one month of the date fixed for completion of the work, otherwise Engineer-in-Charge certificate of the measurement and the total amount payable for the work accordingly shall be final and binding on all parties.

Bill to be submitted  
Monthly

**Clause 8** - A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous months, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill if the contractor, does not submit the bill within the time fixed aforesaid, the Engineer-in-Charge may depute a subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bill to be submitted on printed  
Form

**Clause 9** - The contractor shall submit all bills on the printed forms to be had on application at the office of Engineer-in-Charge in the bills, shall always enter at the rates specified in the tender subject to the tendered abatement premium or in the case of any extra work ordered in presence of these conditions and not mentioned or provide for in the tender at the rates hereinafter provided for such works.

**Contractor**

**Witness**

**Executive Engineer**

**Clause 10** - If the specification of estimate of the work provides for the use any special description of materials to be supplied from the Engineer-in-Charge's stores or if it required that the contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum here to annexed) the contractor shall be supplied with such materials and stores as required from time to time be used by him for the purpose of contract only and the value of the full quantity of materials and stores so supplied by the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or hereinafter to become due to the contractor, under the contract or otherwise against from the security deposit. All material supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site or 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 used on and in perfectly good condition at the time of complete completion or unused and in perfectly determination of the contract, shall be returned to the Engineer-in-Charge's store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return and such material unless with such consent and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to, any such materials.

**Clause 11** - The contractor shall execute the whole and every part of the work in the most substantial and workman like a matter and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings instruction in writing relating to the work signed by the Engineer-in-Charge and lodged in the office and to which the contractor shall be entitled to have access or such or on the site of upon for the purpose of inspection during office hours and the contractor shall if so enquired at his own expenses to make or clause to be made copies of the specifications and of all such designs and instructions as aforesaid.

Work to be executed in accordance with specifications drawings orders etc.

**Clause 11A** - The Engineer-in-Charge shall have full powers at times to object to the employment for 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 the removal or any such man or men from the work the contractor shall have to comply with the request for with.

Removal of employees workman and foreman

No such workman, foreman or any other employee after his removal form 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 prior approval in writing or 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 workman, foreman or other employee.

**Clause 12**- The Engineer-in-Charge shall have power to make any alternations in or omission form, additions or substitutions for, the original specifications, during, 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 them in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alternations, omissions, 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 some conditions in all respects on which he agree to do the main work, and at the same rates as are specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to be the original contract work, and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. And the altered additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates then the contractor shall within 7 days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class or work, and if the Engineer-in-Charge does not agree to this rate he shall be noticed in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable, provide always that if the contractor shall commence work or incurred any expenditure in regard there to before the rates shall have been determined as lastly here in before mentioned then and in 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 Superintending Engineer. In the event of a dispute the decision of the competent authority of the Board shall be final.

Alternation in specifications and designs

Do not invalidate contract.

Extension of time in consequence or Alteration.

**Contractor**

**Witness**

**Executive Engineer**

**No compensation for alteration**  
restriction of work to be  
Carried out.

**Clause 13** - If at time after commencement of the work the Board shall not give in or any reason whatsoever not require thereof as specified in the tender to be carried out the Engineer-in-Charge shall be given notice in writing of the fact of the contractor who shall have no claim to any payment of or compensation whatsoever on account of profit and advantages might have derived from the contractor who shall have no claim to any payment of or compensation whatsoever on account of any, profit and advantages, which he might have derived from execution of the work not having been carried out; neither shall he have any claim for compensation by reason of any alteration carried out, nor shall he have any claim for compensation by of any alteration having been made in the original specifications, drawings and instructions which shall involve any curtailment or the work as originally contemplated.

**Action and compensation**  
Payable in case of bad work.

**Clause 14**- If it shall appear to the CE/SE/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 interior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part as the case may require, 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 estimates for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, materials or articles complained of or as the case may be at the risk and expense in all respects of the contractor. Rates in case of bad work unsafe structurally can be reduced suitably by Engineer-in-Charge; Decision of the SE in such matters shall be final.

**(Work to inspection)**

Contractor or responsible  
Agent to be present

**Clause 15** - All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of C.E./S.E./ 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 work shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agency shall be considered to have the same force as if they had been given to the contractor himself.

**Notice to be given before**  
Is covered up.

**Clause 16** - The contractor shall give not less than five day's notice in writing to the Engineer-in-Charge or his subordinate in charge of the works before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same, is so covered up or placed beyond the reach of measurement 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 expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

**Contractor liable for damage**  
done and for imperfection for 3  
months after certificate.

**Clause 17** - If the contractor or his work people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road fence enclosure or grass land, or cultivated ground contiguous to the premises on which the works on any part of its being executed, or if any damage shall happen to the work, while in progress, from any cause whatever or any imperfection become apparent in it within three months after a 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 the contractor, or from his security deposit or the proceeds of sale of his materials or of a sufficient portion thereof.

**Contractor**

**Witness**

**Executive Engineer**

**Clause 18** - The contractor shall supply at his own cost all material (except such special materials if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores) plants, tools, appliances, implements, ladders, cordage tackle, scaffoldings and temporary works requisite for proper execution of the work whether original, altered or substituted and whether included in the specification or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to any from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting to the measurement of examination at an 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 under the contract or from his security deposit or the proceeds of sale thereof, of sufficient portion thereof. The contractor shall also provide all necessary fencing and light required to protect the public from accident, and shall be bound to bear the expense of defence of every suit action of other proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay away damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise and claim by any such person.

Contractor supply  
plant ladder  
scaffolding's etc.

**Clause 19** - No female laborer shall be employed within the limits of cantonment.

Female labour

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

**Clause 19B** The contractor shall pay his laborers not less than the wages paid or similar Work in the neighborhood.

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

Work on Sundays

**Clause 20A** In every case in which by virtue of the provision of section 12, sub-section (1) of the workman's Compensation Act 1923, Board is obliged to pay compensation to a workman employed by the contractor in execution of the works. Board will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of Govt. under section 12, sub-section (2) of the said Act, Board shall be liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due by Board to the contractor whether under this contractor or otherwise.

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

**Clause 20 B** - The contractor shall also be bound by the fair wage clause and Labour regulations appended herewith.

**Clause 21-** The contract shall not assignee or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract, or made any composition with his creditors attempt to do so or if any bribe, gratuity, gift, loan, perquisite regard or advantage pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor or any of his servants or agents to any public officer of person in the employ of Board 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 Executive Engineer may there upon by notice in writing rescinds the contract, and the security/deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Board and the same consequences shall ensure as if the contractor had been rescinded under clause 3 thereof, and in addition the contractor shall not be entitle to recover or be paid for any work therefore actually performed under the contract.

(Contractor liable for  
payment of compensation  
to injured workman or in  
case of death to his  
relation) (Work not be  
subject) (Contract may be  
rescinded and security  
subletting, bribing, or it  
contractor becomes  
insolvent.)

**Contractor**

**Witness**

**Executive Engineer**

(Sum payable by way of Compensation to be considered as reasonable compensation without Reference to actual loss)

**Clause 22** - All sums payable by way of compensation under any of these Conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damage sustained and whether or on any damage shall have been sustained.

**Clause 22A** Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever and other sum found to be due to Board by the contractor in respect of this contractor any other contract or work order payable by Board to the contractor either in respect of this contract or any work order or contract or any other account.

**Clause 23** - In the case of 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.

Deduction of amounts due to Govt. on any account Whatsoever to in be Permissible from sums Payable to a contractor (Charges in constitution of firm)

**Clause 24** - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Superintending Engineer of the Board 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**- No claims for payment of an extraordinary nature, such as claims for a bonus, for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-Charge or claims for compensation where work has been temporarily brought to a 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 Board under the signature of its Chief Engineer.

Arbitration clause.

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

(Works to be under direction of S.E. (Claims for payment of as extraordinary nature to be referred to Govt. for decision).

**Clause 25 A**- It shall be a term of the contract agreement that arbitrator, shall give a speaking award otherwise the award shall be null and void and will not be binding on the parties it shall also be a term of this contract that in any dispute /difference referred to the arbitrator the arbitrator shall not, award interest to the parties on any of the items of contract agreement executed in between the parties, if the arbitrator awards interest the same shall not be binding on the parties.

**Amended Clause 25A** - of the agreement approved by the Board vide Resolution No. 27 Dt. 30.8.94 and conveyed vide Chief Engineer, H.S.A.M.Board, Panchkula's memo No. CEA-V-94/15159 Dt. 25.10.94. If any question, difference or object whatsoever shall arise in any way connected with or arising out of this instruments at the meaning or operations of any part thereof or the rights duties liabilities of other party then save in so far as the decision of any such matter there in before provided for and has been so decided every such matter including whatever according or whether its decision has been provided for and or whether it has been finally divided the contract should be terminated not has been rightly terminated and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to the capable officer to be appointed by the Chief Administrator Board within 180 days viz six months from the date or making final payment to the contractor or when the contractor is not willing to receive the payment from the date of registered notice is sent to him that his final bill is ready for payment and his decision shall be final and binding and where the matter involves a claim for the payment or recovery or deduction of money only the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.

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

**Contractor**

**Witness**

**Executive Engineer**

**Clause 26** - The contractor shall obtain from the stores of the Engineer-in-Charge all stores and articles which may be required for the work or any part thereof or in making up articles require therefore in connection with; unless he has obtained permission in writing from Engineer-in-Charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-Charge will be debited to the contractor in his account at the rates mentioned 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 purposes of this contract shall include the cost of carriage and all other expenses which shall have been insured in obtaining delivery of the same at the stores aforesaid.

Store of European or American manufacture to be obtained from Government.

**Clause 26A** - Any fluctuations in railway rates which may occur during the subsistence of and 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 prejudice to the rights fail to comply with the above requirement any excess or short charge on account of such increase or decrease shall be credited to or recovered from the contractor. No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railways freight is on account material which is required by a contractor in the manufacture of an article to be supplied under this contract, e.g. fluctuations 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 purposes 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.

Function in railway Freight.

**Clause 27** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractors shall be entitled to payment in respect of the items of the 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 questions not in the opinion of 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 certificates in writing of the Engineer-in-Charge shall be final and conclusive against, the contractor within guard to any sum payable to him under the provisions of this clause.

Action where no specification.

**Clause 28** In the case of any class of work for which there is no such specification as is mentioned in Rule 1 such work be carried out in accordance with the distinct specification, and in the event of there being on distinct 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.

Defination of work.

**Clause 29** The expression 'work' where used in these conditions shall unless there be something either in the subject or context repugnant to such contractors be constructed and taken to mean the work by or by virtue or the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

**Clause 30.** The percentage referred to at page (3) of the tender apply and also (2) the items work for which rate exist in the Schedule of rates.

**Contractor**

**Witness**

**Executive Engineer**

**Clause 31** Fair wage Clause (copy enclosed) introduced vide Secretary to Govt. Punjab PWD B&R Shimla Memo No. 118-G dt. 6th November 1951 will binding on the contract and he will strictly follow terms and conditions laid down therein during the execution of the work.

**Clause 32** East Punjab PWD Contract Labour Regulations referred to in clause of the Fair Wage Clause will be binding on the contractor who is required to carry out this. He will be required to strictly follow the terms and conditions laid down therein.

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

Schedule showing (approximately) materials to be supplied from the H.S.A.M.Board Store for works contracted to be executed and the rates at which they are to be charged for.

| Particulars | Rates at which the material will be charges to the Contractor | Place of delivery |
|-------------|---|-------------------|
|             |   |                   |

Note:- The person of firm submitting the tender should see that rates in the above schedule filled up by the Engineer-in-Charge on the basis of the form prior to the submission of the tender.

**Contractor**

**Witness**

**Executive Engineer**

## CONDITIONS

- 1 If the prescribed date happens to be public holiday than the next working day shall be treated as date of receipt of tenders.
- 2 The financial bid will be opened on the production of E.M. in favor of XEN, Panchkula on any scheduled Bank in the State payable at Panchkula as per tender schedule.
- 3 The earnest money in the shape of call deposit receipt/ demand draft duly pledged in favour of the undersigned on any scheduled Bank in the State payable at Panchkula should be deposited at the time of submission of tender document.
- 4 The Un –Employed Graduate Engineer is required to deposit 1% earnest money.
- 5 The L & C societies are required to deposit 1% earnest money on the production of the requisite certificate.
- 6 Earnest money will not be released before 90 days or allotment of work whichever is earlier. This condition will also be applicable in case of non-submission of tender form.
- 8 The details of work i.e. estimate DNIT drawing and other conditions can be seen in the office of the undersigned on any working day during the office hours.
9. Any type of rebate offered by any agency will be treated as unconditional.
- 10 .The technical bids / financial bids will be opened in the office of E.E. (IT.) , HSAM Board, Panchkula as per schedule.
11. The bidder should submit PAN and TIN numbers after award of contract before any payment made to him.

**Contractor**

**Witness**

**Executive Engineer**