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HARYANA URBAN DEVELOPMENT AUTHORITY  
DIVISION No.VI  
Notice Inviting Single Percentage Rate Tender

1. Tenders are hereby invited from the contractors who are on the approved list of the HUDA for the work **“Construction of RCC box drain (Double barral) size 10X6 from point G to Badshapur Nallah and Sector-33/34 & 48, Gurgaon and all other works contingent thereto.”**  
(Detail of the estimate of which are given in the schedule).

**A/cost. Rs. 49.60 lacs.**

**E/Money Rs. 99,200.00**

**T/Limit: 3 (Three) Months**

2. Tenders will be received by the Tender Receiving Committee / Executive Engineer, Haryana Urban Development Authority, Division No.I Gurgaon at 15.00 hrs. on \_\_\_\_\_ and will be opened at the same time in the presence of tenderers or their authorized agent who may like to be present. Tenders must be delivered in person by the intending contractor or his agent to the Tender Receiving Committee/ Executive Engineer, Haryana Urban Development Authority, Division No.I Gurgaon.
3. Earnest money amounting to **Rs. 99,200/-** in shape of Demand Drafts/Deposit at call duly pledged in favour of Executive Engineer, HUDA, Division No.I Gurgaon payable at any Scheduled **Bank at Gurgaon** must accompany each tender and tender is to be in a sealed cover super-scribed. “Tenders for the **above said work**.”
4. Tenders should be on prescribed form which can be obtained from the office of the Executive Engineer, Haryana Urban Development Authority, Division No.1 Gurgaon. or can be downloaded from the web site of HUDA. The prescribed form contain the condition to be complied is also available on HUDA web site.
5. Further information can be obtained and schedule of quantities, the detailed plans and specifications can be seen in the Divisional Engineer’s office during the office hours and on web site of HUDA applicant will be required to pay in cash of **Rs. 1,000/-** cost of document for each tender form (Non refundable) In case the tender document are down loaded from the web site then the above fee will have to be paid in shape of demand draft to be enclosed in the envelope ‘A’ containing tender documents/technical bid. (for detail see condition No. 22).
6. Tender should be quoted at percentage above or below the rate in the details of estimate in the enclosed schedule and the contractor should state the period within which he agrees to carry out the work.
7. Each tenderer shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession Haryana P.W.D. specifications latest addition failing which his tender shall be liable to be rejected.
8. The Executive Engineer, Haryana Urban Development Authority, **Division No.VI Gurgaon** reserves the right of issuing the material to the contractor as per list enclosed for use on works at the places and rates noted against each plus 3 % storage charges. The materials are to be issued from stock. The contractor shall be responsible for obtaining the material from Haryana Urban Development Authority, all such material required for work and for making payment thereof by deduction from his bills at the rates specified.

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9. The tenderer shall initial all corrections / cuttings in his tender as regard to single percentage rate, time etc. Non compliance of this condition will render the tender liable to be rejected.
10. The contractor whose tender is accepted will be required to execute a contract deed in the prescribed form and will required to furnish 5 % security for the due fulfillment of this contract or alternatively at the description of the Engineer-in-charge it will be deducted from the running payments to be made on account of work done. (The earnest money will be treated as part of security).
11. The approval of the acceptance of tender will rest with the C.E. HUDA, Panchkula who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of tenders received without assignment of any reasons.
12. If any tenderer modifies or withdraws his tender on subsequently submitting it to the Executive Engineer, HUDA, while on one hand he is liable to be blacklisted, on the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the Executive Engineer. The rates of the contractors shall remain open for a period of three months from the date of opening of the tenders and if a contractor submits a tender limiting the period of validity to a date earlier, then he shall be liable to be blacklisted and his earnest money shall stand forfeited without prejudice to other rights and remedies available to the Executive Engineer.
13. No conditional tender should be given, only premium or rebate should be quoted. A conditional tender is liable to be rejected outright at the discretion of the accepting authority. In the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tenderer to do the work at the premium or rebate quoted by him without conditions. If the tenderer refuses to accept the said counter offer to do the work at the premium or rebate quoted by him without the condition within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited and the tenderer shall have no claim to the same whatsoever.
14. The contractor (s) shall sign all pages of tender form. The signature of the contractor will be witnessed by the person known to the Executive Engineer, Haryana Urban Development Authority or by any notary public. If the tender documents are not signed in the manner, specified the tender shall be treated as invalid and rejected.
15. Tender which is not accompanied with the earnest money/not accompanied with full amount of earnest money depicted in the NIT shall not be considered/opened.
16. Tender which is not accompanied with prescribed tender form will not be considered.
17. Rate should be quoted in Hindi or English, otherwise the tender can be rejected.
18. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm/contractor blacklisted by HUDA/Haryana Govt. /Govt of India, from time to time. The form of affidavit is annexed at page 29.of DNIT.
19. The earnest money deposited for the tender will not be returned to the contractor's/firm's till the acceptance of tender or three months, whichever is earlier.
20. In case any contractor who deposits the earnest money for the tender documents and then does not submit his tender, the earnest money in that case will be returned only after the acceptance of tenders or three months, whichever is later?
21. Sales/Work Tax/**Labour Welfare Cess** and Income Tax will be deducted from the bills of contractor as per the instruction of the Govt.

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22. All the tender forms will be put up on the web site of HUDA and to follow the procedure given below (which is to be incorporated in the tender notices also):-

In case the intending firm wants to submit the tender from after down loading it from the web site of HUDA. The contractual agencies will submit the necessary documents as under:-

**Envelope 'A'**

Tender documents fee in the shape of demand drafts, earnest money in shape of deposit at call, proof of enlistment, bid capacity and other proofs of machinery, if any as per requirements of DNIT etc. an affidavit about the authenticity of all documents be also attached by the tenderer.

**Envelope 'B'**

Envelope 'B' shall consist of two-sub envelope as under:-

1. Envelope (priced conditions)
2. Envelope (rates) and information for qualification, if required as per cases/tender. But these envelope 'A' and 'B' shall be placed in another envelope of bigger size clearly marking the name of agency and name of work. Envelope 'B' will be only opened if the contractual agency full fills conditions in envelope 'A'.
23. If any information furnished by the contractual agency is found incorrect at a later date, he shall be debarred from tendering/taking up-work in HUDA services the right to verify the particulars furnished by the contractual agency independently.

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Total estimate cost **Rs. 49.60 lacs.**

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Item No.	Sub Head of estimate	Rate	Unit
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As per NIT at Page 1 to 28

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Divisional Accountant  
HUDA, Div. No.VI.GGN

Dy. Supdt.,  
HUDA, Div.VI.GGN

Executive Engineer,  
Haryana Urban Dev. Authority  
Division No.VI,Gurgaon.

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FORM F-1  
HARYANA URBAN DEVELOPMENT AUTHORITY  
Division No.VI, Gurgaon  
SINGLE PERCENTAGE RATE TENDER**

Name of Contractor Sh./M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of work: (As described at page No.1)

**Job No. 294**

TENDER FEE **Rs. 1,000/-** DEPOSITED VIDE RECEIPT No. \_\_\_\_\_ DATED  
\_\_\_\_\_.

**Signature  
(Dy. Supdt.)**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR**

1. All work proposed for execution by Contract will be notified in a shape of 'Notice' pasted on a board hung up in the office duly signed by the Executive Engineer Haryana Urban Development Authority referred to as Engineer-in-Charge. The detailed form of "NOTICE INVITING TENDER" can be seen in the office of Executive Engineer on any working day during working hours. This will state the work to be carried out as well as the date for submitting, opening of tenders and the time allowed for carrying out the work and the amount of security to be deposited by the successful tenderer, copies of the specification, design and drawings Contract Schedule of rates and also a "Schedule of Ceiling Premium by which the rates for various items of the Contract Schedule of rates, shall be increased or decreased, so as to be called the "Ceiling Rates". Further any other documents required in connection with the works for purpose of identification by the Executive Engineer shall also be opened for inspection by the contractor in the office of the Executive Engineer during office hours.
2. In 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 power of attorney authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form stating the percentage rate above or below the "Ceiling Rates" as defined in Rule 1 at which he is willing to undertake the work. Only a single rate of percentage above/below on all items of the contract Schedule shall be mentioned in the space provided in the Tender Form. For the purpose of this single rate please see Explanatory Memo below which explains the manner in which the admissible payment shall be worked out after taking into consideration the sanctioned Ceiling Premium as enumerated in the 'Schedule of Ceiling Premium' mentioned in Rule I and the rate quoted by the Contractor. Any rate entered outside this space may make the tender invalid. If a contractor quote more than one rate in case, only lower or lowest of the rates quoted shall be applicable and a counter offer shall be made to him accordingly at the lowest of the rates so quoted by him and in the event of his not accepting the same, his earnest money shall stand forfeited and the contractor shall have no claim to the same whatsoever.

No single tender shall include more than one work, but contractor who wishes to tender for two or more works, shall submit separate tenders for each work. Tenders shall have the name-and number of the work to which they refer written outside the envelope, in which these are sealed.

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**EXPLANATORY MEMO**  
**REFER TO RULE 3 OF GENERAL RULES AND DIRECTIONS**  
**FOR THE GUIDANCE OF CONTRACTORS**

For the purpose, the basic rate for particular item specified in the Contract Schedule of Rate shall be increased by the sanctioned ceiling premium as per the "Schedule of ceiling premium" which is attached and is a part of the form. The total amount shall then be subject to the Discount or premium quoted by the contractor.

For example the basic rate of an item is Rs. 120/- per cum and sanctioned premium is 50% and 300 cum of the item 'A' is executed and for example, the rate quoted by Contractor is 3% below the ceiling rates.

<u>QUANTITY</u>	<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>	<u>AMOUNT</u>
300 cum	'A'	cum	Rs. 120/-	Rs. 36,000/-
			Add ceiling premium @ 50%	<u>Rs. 18,000/-</u>
			<b>Gross Total</b>	<b>Rs. 54,000/-</b>
			Less contractor rate 3% below ceiling rate	<u>Rs. 1,620/-</u>
			Net payable	<b><u>Rs. 52,380/-</u></b>
			If the rates quoted by the contractor was 5 % above the amount net payable would be as under :-	
			<b>Gross Total</b>	<b>Rs. 54,000/-</b>
			Add Contractor's Rate 5 % above ceiling rate	<u>Rs. 2,700/-</u>
			<b>Net Payable</b>	<b>Rs. 56,700/-</b>

**Note: The above net payments worked out are further subject to the deductions like; Income Tax, Surcharge, Works tax etc. as per Govt. Instructions. The recoveries of all material issued from the HUDA store shall be made from the bills.**

4. The tender Receiving Committee or its authorized assistant will open tenders in the presence of intending contractors or their authorized agents who may like to be present at that time, and will enter the rate of all tenders. In the event of a tender being accepted, a receipt for the earnest money forwarded there with shall be given to the contractor. In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall be returned to the contractor.
5. The Executive Engineer reserves the right to reject all or any of the tender without assigning any reason.
6. The Haryana Urban Development Authority may refuse or suspend payments on account of a work which is executed by firm or by contractor described in their tender as a firm, unless receipt are signed by all the partners, or one of the partners, or some other person produces written Authority enabling him to give effectual receipt on behalf of the firm.
7. The receipt of a Divisional Accountant or Dy. Supdt. For any money paid by the contractor will be considered as an acknowledgement of payment to Executive Engineer and the contractor shall be responsible for ensuring that he procures a receipt, duly signed by an authorized person.
8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Haryana Urban Development Authority and their issue rates, shall be filled in and completed in the office of the Executive Engineer before the tender is issued to an intending tenderer, without having been so filled in and completed he shall request the office to have this done before he completes & delivers the tender.

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**TENDER FOR WORKS**

I/We hereby tender for execution, for the Haryana Urban Development Authority for the work, Specified in the underwritten memorandum within the time specified in such memorandum.

at

Percent ABOVE / BELOW the Ceiling Rates worked out as per the contract Schedule of Rates and the Schedule of ceiling Premia read with the amended Rule in accordance in all respects with the specifications drawing and instructions, in writing, referred to in amended Rules thereof and in clause – II of the annexed conditions and with such materials as are provided for by Engineer-in-charge in all other respects in accordance with such conditions as applicable.

Rates shall be entered in words and figures (both) only in the above space. In the event of variation of rate in words and figures tender may be rejected or otherwise the lower or the lowest value shall be considered.

**MEMORANDUM**

- |   |                                      |
|---|--------------------------------------|
| (a) General Description   | : <b>Above per page No. 1</b>        |
|   | : _____                              |
| (b) Estimate cost   | : <b>Rs. 49.60 lacs.</b>             |
| (c) Earnest Money (@ 2 % of estimated cost)                                 | : <b>Rs. 99,200/-</b>                |
| (d) Security deposit ( including earnest money)                             | : <b>@ 5% 2,48,000/-</b>             |
| (e) Percentage if any to be deducted from bills                             | : <b>5 % including earnest money</b> |
| (f) Time allowed for the work from the date of<br>Written order to commence | : <b>3 (Three) Months</b>            |

In case this tender is accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto as applicable, or on its default, to pay to the Haryana Urban Development Authority or its successor in office, the sums of money mentioned in the said conditions.

The sum of **Rs. 99,200/-** deposited vides Haryana Urban Development Authority Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ as earnest money, the full value of which is to be absolutely forfeited to the Haryana Urban Development Authority 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 or **Rs. 2,48,000/-** shall be retained by the Haryana Urban Development Authority 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 Urban Development Authority.

**Witness**

**Signature of the contractor**  
**Address**  
**Date** \_\_\_\_\_

The above tender is hereby accepted by me on behalf of Haryana Urban Development Authority.

Dated.....

Executive Engineer,  
HUDA, Division No. VI,(G)

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**CONDITIONS OF CONTRACT**

**Clause-1 Security deposit. This will be the same percentage as that in the tender at (d) of Pre-page:** The person/persons whose tender may be accepted ( hereinafter called contractor) shall deposit an amount equal to five percent of the estimated cost of the work with the Executive Engineer ( Earnest money shall be accounted as per memorandum) within 10 days of the acceptance of the tender by way of security deposit in case of default, the earnest money already lying with Executive Engineer shall stand absolutely forfeited to “ the Haryana Urban Development Authority or its successor in office and the contract shall stand terminated or in the alternative, at the discretion of the Engineer-in-charge, the contractor may be required to permit Haryana Urban Development Authority at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 5% of all moneys so payable, such deductions to be held by Haryana Urban Development Authority by way of security deposit. All compensation or other sums of money payable by the contractor to Haryana Urban Development Authority under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by Haryana Urban Development Authority on any account whatsoever and in the event of his security deposit being deducted by reason of any deduction, the contractor shall within 10 days thereafter make good in cash as aforesaid any sum which may have been deducted from his security deposit or any part thereof.

**Clause-2 Compensation of Delay:** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence ( time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer-in-Charge may levy on the estimated cost of the whole work as shown by the tender for every day that the work remains un-commenced or unfinished, after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all such cases in which the time allowed for any work exceeds one month to, complete one fourth of the whole of the work before one fourth of the whole of time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three-fourth of the work before three fourth such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation, an amount equal to one percent which the Executive-Engineer-in-Charge may levy on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid” under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The Superintending Engineer HUDA Circle-II may on representation from the contractor, reduce the amount of compensation and his decision, in writing shall be final.

**Clause-3 Action when whole of security deposit is forfeited:** In any case in which under any clause in the contract, the contractor shall have rendered himself liable to pay an compensation to the Executive Engineer on behalf of the Haryana Urban Development Authority shall have power to adopt any of the following courses, as he may deem best suited in the interest of Haryana Urban Development Authority:-

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- (a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in such the security deposit of the contractor shall stand forfeited and belong absolutely to the Haryana Urban Development Authority.
- (b) To employ labour paid by the Haryana Urban Development Authority to supply material to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (for the amount a certificate of the Executive Engineer shall be final and conclusive, against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rate as if it had been carried out by the contractor under the terms of his contract. The certificate of Executive Engineer as to the value of the work done shall be final and conclusive against contractor.
- (c) To measure up the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to gives it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work has been executed by him (for the amount 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 Haryana Urban Development Authority under the contract or otherwise or from his security deposit.

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

**Clause -4 Contractor remains liable to pay compensation if action not taken under clause 3:** In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exercisable and the same shall not exercised the non-exercise thereof shall not constitute a waiver of any of the condition thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clauses thereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of contractor, for past and future compensation shall remain unaffected.

**Power to take possession or require removal or sell contractor’s plant:** In the event of the Executive Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof or belonging to the contractor or procured by him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to be certified by the Executive Engineer where certificate thereof shall be final, otherwise the Executive Engineer may by notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent

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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 payment shall be regarded as payments by way of advances against the final payment only and not as payments for the works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as far the final settlement and adjustments of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the accounts Departments authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post about the facts of the movement of the final bill and the amount thereof.

**Clause-7 (a)** The deduction referred to in Clause-I herein before or such part thereof as may be due to contractor under this contract shall be payable to contractor after a period of three months has lapsed after the payment of final bill.

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

**Clause-9** **Bills to be on printed forms:** The contractors shall submit all bills, in triplicate, on printed forms to be had on application from the office of the Engineer-in-charge and the charge in the bill shall always be entered at the rates specified in the tender or in the case of any extra works ordered in pursuance of the conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.

**Clause-10** If the specification of estimate of the work provides for the use of any special description of materials to be supplied from Engineer-in-charge's store or if it is required that contractor shall use certain store to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning for effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the said schedule of memorandum may be set off or deducted from any sums due or thereafter to become due, to the contractor under the contract or otherwise against or from the become due, to the contractor under the contract or otherwise against or from the security deposit. Materials supplied to the contractor shall remain the property of

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

**Clause-11 Works to be executed in accordance with specifications drawing orders etc:** The contractor shall execute the whole and every part of the work in most substantial and workmen like manner, both as regards to materials and otherwise in every respect in strict accordance with Haryana P.W.D. specification latest edition / specifications as may be specifically provided for. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work (signed by the Engineer-in-charge) and lodged in the office and to which the contractor shall be entitled to have access at his office or at the site of the work. For the purpose of inspection during office hours, the contractors shall if he so requires, be entitled at his own expenses to make or cause to be made copies of the specifications and of all such designs and instruction as aforesaid.

**Clause-11A Removal of employee workman and foreman:** The Engineer-in-charge shall have full powers at all time to object to the employment of any workman, Foreman or other employees on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of such workman form the work, the contractor shall comply with the request forth with.

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

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

**Clause-12 Alterations in specifications and designs:** The Engineer-in-charge shall have power to make any alteration or omission or additions from the original specifications, drawings designs, and instruction 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 the instructions given to him, in writing, duly signed by the Engineer-in-charge and such alterations omissions, additions or substitutions shall not invalidate the contract & any altered, additional or substituted work which the contractor may be directed to in the manner above specified as part of the work shall be carried out by the contractor on the same rates, terms & conditions 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 works bears to the original contract work and certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the Haryana schedule of rates, subject to the same percentage above or below for items and if such class or work in not entered in the Haryana PWD Schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer

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-in-charge of the rate, which it is his intention to charge for such class of work. If Engineer-in-charge does not agree to his rate, he shall be notice, in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the respective Superintending Engineer, HUDA shall be final.

**Clause 13** **No compensation for alternation in or restriction or work to be carried out:** If at any time, after the commencement of the work, the Haryana Urban Development authority shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice, in writing, of the fact to the contractors who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage which he might have derived from execution of the work in full which he did not drive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alteration having been made in the original specification, drawing, designs and instruction which shall involve any curtailment of the work originally contemplated.

**Clause 14** **Action and compensation payable in case of bad work:** If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with material of any inferior description or that any material or article provided by him for the execution of the work are unsound or of a quality inferior to the contract or otherwise not in accordance with the contract, the contractor shall on demand, in writing from the Engineer-in-charge specifying the work, materials or articles complained or not withstanding that the same may have been inadvertently passed, certified and paid for the forthwith rectify or removed and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or article at his own charge and cost. In the events of its failing to do so within 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 estimate of everyday not exceeding ten days, while his failure to do so ;shall continue and in case of any such failure the Engineer-in-charge may rectify or remove and r-execute the work or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense of the contractor.

**Clause 15** **Work to be open to inspections, contractor or his responsible agent to be present:** All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times, during the usual working hours and at all other time with reasonable notice of the inspection of the Engineer-in-charge or his subordinates to visit the work shall have been given to the contractor either himself be present to receive orders and instruction, or have responsible agent duly authorized, in writhing, present for that purpose. Orders given to the contractor’s agent shall consider having the same force as they had been given to the contractor himself.

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

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of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without consent, in writing, of the Engineer-in-charge of his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor'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.

**Clause 17 Contractor liable for damage done and for imperfections for 3 months after certificate:** 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, on any building, Road, Fence, enclosure or grass, land, cultivated ground or the premises on which the work or any part of it is being executed, or if any damage happens to the work, while in progress from any cause whatever or any imperfection become apparent in it within three months after the final certificate or order of its completions, shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses and in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter, may become due to the contractor or form his security deposit.

**clause 18 Contractor to supply plant ladders, scaffoldings etc:** The contractor shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliances, ladders, cordage, scaffolding and temporary works required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor, and the expense may be deducted from any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or sufficient portions thereof. The contractor shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, actions or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 19** No female labour shall be employed within the limits of Cantonment.

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

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

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

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**Clause 20A Contractor liable for payment of compensation to injured workman or in case of death to his relations:** In every case in which by virtue of the provision of section 12, sub section (1) of the work men’s compensation Act, 1923. Haryana Urban Development Authority is obliged to pay compensation to workman employed by the contractor, in execution of the works. Haryana Urban Development Authority will recover from the contractor the amount of the compensation so paid and without prejudice to the right of Haryana Urban Development Authority under section 12, sub section (2) of the said acts, Haryana Urban Development Authority shall be at liberty to recover such amount or any part thereof by deducting it from the security or form any sum due to the contractor, whether under this contract or otherwise.

Haryana Urban Development Authority 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 request to Haryana Urban Development Authority full security for all costs for which Haryana Urban Development Authority might become liable in consequence of contesting such claim.

**Clause 21 Work not be sublet. Contract may be rescinded and security deposit forfeited:** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall reassign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, reward or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Haryana Urban Development Authority, in anyway relating to his office or employment or it any such officer or person shall become in any way directly or the indirectly interested in the contract, the Engineer-in-charge may thereupon by notice, in writing, rescind the contract and security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Haryana Urban Development Authority. The same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

**Clause 22 Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:** All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

**Clause 22A Deduction of amounts due to Government on any account whatsoever to be recoverable from sums payable to a contractor:** Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Haryana Urban Development Authority by the contractors in respect of this contract or another contract or work order for any sum whatsoever shall be recoverable from the contractor from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of the Haryana Government / Haryana Urban Development Authority.

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

**Clause 24 Work to be under directions of Superintending Engineer:** All works to be executed, under the contract shall be executed under the directions of and subject to the approval of the Superintending Engineer, Haryana Urban

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Development Authority circle -II for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced or from time to time carried on.

**Clause 25:** **Claims for payment of any extra ordinary nature to be referred to HUDA for decision:** No claims for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual periods at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a standstill with no fault of the contractor, shall be allowed unless and to the extent that the same shall have been sanctioned by the Haryana Urban Development Authority.

**Clause 25(A)** (i) If any dispute or difference of any kind whatsoever shall arise between the HUDA/or authorized representative of HUDA and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred to, for being settled by the Executive Engineer-in-charge of the work at that time and Engineer-In-Charge shall within a period of sixty days after being requested, in writing, made by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-In-Charge as aforesaid, with all due diligence whether HUDA/or authorized representative of HUDA or contractor requires arbitration as hereinafter provided for, or not. If the Executive Engineer, In-Charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer, In-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days, after being requested from the date on which request has been made to the Executive Engineer In-Charge request the Engineer-in-Chief / Chief Engineer, HUDA that the matters in dispute be relevant to arbitration, as hereinafter provided.

(ii) All dispute or difference in respect of which the decision is not final and conclusive shall at the request, in writing, of either party, made in a communication sent through Registered A.D. Post, be referred to the sole arbitration of any serving Superintending Engineer of HUDA, to be nominated by designation by the Engineer-in-Chief / Chief Engineer, HUDA at the relevant time. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. servant/in service of HUDA or that he had to deal with the matters to which the contract relates in the course of his duties as a Govt. matter in dispute. The Arbitrator to whom the matters is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

**Or**

In case the arbitrator nominated by the Engineer-in-Chief / Chief Engineer, HUDA is unable or unwilling to act as arbitrator such for any reason, whatsoever the Engineer-in-Chief / chief Engineer, HUDA Shall be competent to

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appoint and nominate any other Superintending Engineer of HUDA as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

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

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

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

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

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

c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the HUDA and has been so decided finally by the HUDA.

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

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

**Amount of claims**

**Rate of security deposit**

i)	For claims below Rs. 10,000/-	2% of amount claimed.
ii)	For claims of Rs. 10,000/- and above & below Rs. 1,00,000/-	5% of amount claimed.
iii)	For claims of Rs. 1,00,000/- and above	7 ½ % amount claimed.

The Stamp-fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default the Stamp-fee

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shall be recoverable from any other sum due to such party under this or any other contract.

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

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

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

Whichever of (a) to (e) above is the latest.

If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.

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

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

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

**Clause 26**

Fluctuation  
In railway  
Freight

No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacturing of an article to be supplied under this contract e.g. fluctuation in railway freight on coal required for burning bricks will not be taken into consideration, or for an article which forms part of a finished work for purpose of this clause. Similarly no alteration in rates will be allowed.

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When a manufactured article is transported by rail from place A to place 'B' to form part of finished work.

- Clause 27** **Lump sum estimate:** When the estimate on which a tender is made include lump-sum provision in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or the part of the work in question is not in the opinion of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.
- Clause 28** **Action where no specification:** In case of any class of work for which there is no specifications as is mentioned in Rule 1, such work shall be carried out in accordance with the district specifications and in the event of there being no district specification, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.
- Clause 29** **Definition on work:** The expression "Work or Works" where used in these conditions shall unless specified either in subject or context repugnant to such construct or be constructed & taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- Clause 30** The percentage referred to at page-7 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Haryana Urban Development Authority of direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the Haryana PWD Schedule of Rates 1988.
- Clause 31** Unless otherwise specified in the contract, the term "Engineer-in-charge" referred to in the tender and contract for the work means Executive Engineer, HUDA, Division No.VI Gurgaon.
- Clause 32** The contractor shall be responsible for making his own arrangements for securing licenses for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements.
- Clause 33** The contractor undertakes that he is not related to any of the officers employed by the Haryana Urban Development Authority.
- Clause 34** No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default, the pit so dug will be filled in by the department at the cost of the contractor plus 14% departmental charges.
- Clause 35** When however the final bill is likely to be for a plus amount 75% of the security deposit will be released after three months of taking the final measurement and balance 25% kept as a safeguard against any recovery becoming due as a result of the check of the final bill and will be refunded after the final bill is passed.
- Clause36** All royalty and compensation for building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.
- Clause 37** The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable.

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- Clause 38** It will be the responsibility of the contractor to ensure that trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-charge and deducted from the bill of the contractor.
- Clause 39** The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-charge. He should also arrange at his own expense for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the HUDA at contractor's cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be final and binding. Contractor will also follow the fair wage clause attached.
- Clause 40** Any material left on the site of work after one month from the date of completion of the work shall become the property of the HUDA and no payment shall be made for it.
- Clause 41** The amount of the work can be increased or decreased according to the requirement of the department and no claim whatsoever on this account will be entertained.
- Clause 42** HUDA reserve the option to take away any items of the work or part thereof after any time during the currency of the contract and free-allot it to another agency with due notice to the contractor without liability or compensation.
- Clause 43** No claim on account of fluctuation in prices due to war or any other cause will be entertained.
- Clause 44** The contractor shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.
- Clause 45** No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the "list of material to be issued to the contractor" by the department and consequent delay in the execution of work.
- Clause 46** The contractor will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.
- Clause 47** The terms and conditions of the agreement have been explained to me/us and I /we clearly understand them.
- Clause 48** All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc. shall be provided by the contractor at his own cost and nothing extra is payable on this account.
- Clause 49** With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor /firm.

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**HARYANA URBAN DEVELOPMENT AUTHORITY**  
**CONTRACTORS LABOUR REGULATIONS**

1. **Short titles:** These regulations may be called Haryana (1) Public Works Department Contractors Labour Regulations.
2. **Definitions** in these regulations unless otherwise expressed or indicated the following words and expression shall have the meaning given herein against them respectively that is to say.
  - a) Labour” means workers employed by the contractor directly or indirectly through sub contractor or other person or by an agent on his behalf.
  - b) Fair wages means wages whether for time or piece work notified at the time of submitting tender of the work and where such wages have not been so notified the wages prescribed by the Haryana Public works Department for the district in which the work is done.
  - c) “Contractors” shall include every person whether a sub-contractor or headmen or agent employing labour on the work taken on contract.
  - d) “Wages” shall have the same meaning as defined in the payment of wages Act, 1936 and include time and piece rate wages.
3. **Display of notice regarding wages etc.** The contractor shall before he commences his work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous place on the work notice in English and in the local Indian language spoken by the majority of the workers giving the fair wages notified or prescribed by the Haryana Public Works Department and the hours of work for which such wages are earned.
4. **Payment of wages (1)** Wages due to every worker shall be paid to him direct, **(2)** all wages shall be paid in current coin or currency or in both.

**FIXATION OF WAGES PERIODS:**

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

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

[2] The contractor shall also maintain a wage slip for each worker employed on the work.

[3] The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Slip to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.

7. [1] Fines and deductions which may be made from the wages of a worker shall be paid to him without any deduction of any kind except the following.

- a) Fines.
- b) Deductions for absence from duty i.e. from the place or places where by the term of his employment he is required to work. The amount of deduction shall be proportion to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for less or more for which he is required to account where such damage or loss is directly
- d) Any other deduction which Haryana Urban Development Authority may from, time to time allow.

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

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

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

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

[2] The contractor shall maintain a list in English and local Indian Language clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clear and legible condition at conspicuous place on the work.

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- 9 Preservation of Books** – The wage book, the slip and the register of fine deductions required to be maintained under the regulation shall be preserved for 12 months after the date of last entry made in them.
- 10 Powers of labour Welfare Officer to made investigation or Enquiry** – The labor Welfare Office or any other person authorized by the Haryana Urban Development Authority on their behalf shall have power to made enquiry with a view to ascertaining and enforcing due and proper observances of the wage clause & the provisions of these regulations. He shall investigate into any complaint regarding the default made by contractor – sub contractor in regard to such provision.
- 11 Report of labour welfare officer.** The labour Welfare Officer or another person authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indication the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the labourers with a note that necessary deduction from the contractors bill be made and wages of the other dues be paid to the labourers concerned.
- 12 Appeal against the decision of labor Welfare Officer** – Any person aggrieved by the decision and recommendation of the labour welfare officer or other person so authorized may appeal, against such decision to the labour commissioner but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.
- 13** No party shall be allowed to be represented by a lawyer during any investigation or enquiry appeal or any other proceedings under these regulations.
- 14 Inspection of Register** - The contractor shall allow inspection of the wages book and wages slip to any of his workers or to his agent at a convenient time and place after due notice received or the labour welfare officer or any other person authorized by the Haryana Urban Development Authority on his behalf.
- 15 Submission of return** – The contractor shall maintain and submit periodical return as may be specified from time to time.
- 16 Amendment** – The Haryana Urban Development Authority from time to time add or amend these regulations and or any question as to the application, interpretation or effect of these regulation the decision of the labour Commissioner to Haryana Urban Development Authority in that behalf shall be final.
- 17** The contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him.
- a) Suitable temporary hutting accommodation.
  - b) Trench Latrine, bathing enclosure, platforms, separately for men and women with regular clear Drinking Water.
- In the event of his failure to provide any or all the amenities, the same shall be provided by the Haryana Urban Development Authority and cost thereof shall be recovered from the contractor. Any dispute regarding above point shall be settled by the Engineer-in-charge and his decision shall be final.

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**FAIR WAGES CLAUSES**

- (a) The contractor shall pay not less than fair wage to labour engaged by him on the work.  
**Explanation:**  
Fair wage means wage whether for time or piece work notified at the time of inviting tenders of the work and where such wages have not been so notified, the wage prescribed by the Public Works Deptt., Building and road branch, Haryana for the district, in which the work is done.
- (b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labours, indirectly engaged on the work including any labour engaged by his sub contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Public Works. Deptt. Contractors' Labours Regulations made by Government from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage register, wage slip, publication of wage and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.
- (d) The Executive Engineer or Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by the terms of the contract or for non-observance of the regulation is referred to in clause ( c ) above).
- (e) Vis-à-vis the Haryana Urban Development Authority, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub contractors.
- (f) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.
- (h) Before making payment to the contractors, the authorities concerned should obtain a certificate from the contractor that he has made payment to all workers connected with the execution of the work, for which the payment is being made.
- (i) The normal working hours of workers employed by contractors for execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the most. The spread over should in no case exceed 10 hours, workers working beyond these hours, should be paid overtime wages, at the double the ordinary rate of their wages, calculated by the hour.

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EXECUTIVE ENGINEER

**LIST OF MATERIAL TO BE ISSUED BY THE ENGINEER-IN-CHARGE OF THE WORKS TO THE CONTRACTOR**

**NOTES:**

1. All the materials will be issued at the place of issue given and all the cost of carriage from the place of issue to the site of work will be borne by the Contractor and this is included in the rate for the work carried out by the contractor.

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

**3. EXCESS / SHORT CONSUMPTION OF MATERIAL RECOVERY FROM CONTRACTOR**

**a) For excessive consumption of Material up to 5% (five percent)**

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

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

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

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

The recovery of cost of material less consumed would be made from the contractor at issue rates.

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

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

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

4. 3% storage charges will be levied on all materials issued to the contractor from stock, the cost of which is recoverable.
5. The octroi, terminal tax, royalty and other taxes and charges on the materials issued shall be done by the contractor.
6. The recovery of materials issued by HUDA store shall be made in the usual manner from the running bills for the up to date quantity of such materials issued to the contractor not withstanding that lesser quantity of material might have been consumed on the work & the balance quantity may be lying in store at the site of work.
7. Material issued at HUDA Store if not used at site will be returned in HUDA Store immediately. In case the material is not returned or lesser material is returned recovery at panel rate will be made at the rates given in the contract plus storage charges.
8. The other material mentioned in the list will be supplied to the extent of the separate security deposit of suitable amount as per direction of Engineer-in-charge.

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Name of work: **As per page No. I**

**A/cost Rs.49.60 lacs.**

Schedule showing (approximately) materials issued from Haryana Urban Development Authority, stores for works contract to be executed and the rates at which are to be charged for

Sr. No.	Description	Rate to be charged from the contractor for supply	Place of issue
1	Portland cement in bags to weight 50 Kgm. Inclusive of weight of bag.	At the rate of <b>Rs.175+3% S.C.</b> per bag inclusive value of empty bag.	At HUDA stores Gurgaon.
<del>2</del>	<del>Salt glazed stone ware pipes (1) _____ mm i/d (2) _____ mm i/d (3) _____ mm i/d</del>	<del>@ Rs. _____ per pipe of 60 Cm. @ Rs. _____ per pipe of 60 Cm. @ Rs. _____ per pipe of 60 Cm.</del>	<del></del>
<del>3</del>	<del>(a) R.C.C.pipe i) _____ mm i/d ii) _____ mm i/d iii) _____ mm i/d b) Collars i) (a) _____ mm ii)(b) _____ mm iii)(c) _____ mm</del>	<del>@ Rs. _____ per meter. @ Rs. _____ per meter. @ Rs. _____ per meter. @ Rs. _____ per collar. @ Rs. _____ per collar. @ Rs. _____ per collar.</del>	<del>Deleted    E.E-I</del>
4	Pig lead for C.I. water pipes	Free of cost (for labour rates items)	--do--
<del>5</del>	<del>C.I. pipes &amp; specials (i) (a) _____ mm i/d (b) _____ mm i/d (c) _____ mm i/d (d) _____ mm i/d ii) Specials</del>	<del>@ Rs. _____ Per meter. @ Rs. _____ Per meter. @ Rs. _____ Per meter. @ Rs. _____ Per meter. @ Rs. _____ Per Kg.</del>	<del>--do-- --do-- --do-- --do-- --do--</del>
<del>6</del>	<del>Bitumen 80/100 grade</del>	<del>@ Rs. _____ per metric ton.</del>	<del></del>

**Note :- 3% storage charges will be levied on all above materials issued to the contractor from the stock, the cost of which is recoverable.**

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**AFFIDAVIT**

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

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

**DEPONENT**

**WITNESS**

DATED:

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

**DEPONENT**

**WITNESS**

DATED:

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EXECUTIVE ENGINEER

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Name of work : Const. of RCC box drain (Double Barrel) size 10'x6' from Point. G to Badshahpur Nallah and all other works contingent thereto.

A/c = Rs. 49.60 Lacs.

**CONTRACT SCHEDULE OF RATES**

Sr. No./HSR . Item No.	Description	Qty.	Unit	Rates (in Rs.)
1/ 6.10	<p>Excavation, of trenches in streets, lanes or in open areas for storm sewer, sewers running by gravity and manholes to full depths as shown in drawings including shoring, timbering of poling boards, frame system type, and removal of surplus soil, from site of work upto a lead of 1 km in ordinary soil.</p> <p>For depths of excavation not exceeding 3 metres below ground level.</p> <p>For depths of excavation 3 meters but not to exceeding 4.5 Mtr</p> <p>a) For depths of excavation exceeding 4.5 meters, but not exceeding 6.00 meters</p> <p>b)</p> <p>c)</p>	<p>1750 cum</p> <p>870 cum</p> <p>580 cum</p>	<p>P.100 cum</p> <p>P.100 cum</p> <p>P.100 cum</p>	<p>1919/-</p> <p>2114/-</p> <p>2529/-</p>
2/ 10.38+N ote	<p>Cement concrete 1:4:8 with stone aggregate 20mm nominal size in foundation and plinth</p> <p>Note : The depth of foundation shall be deemed upto 1.5 meters below ground level. If the depth of the foundation, where no basement is to be provided, is more than 1.5meters, add Rs. 2.55 per cum in rates of items of foundation concrete.</p>	55 cum	Per cum	<p>425.10</p> <p>(420/- +2.55)</p>

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3/18.22	F.E. -500 EQRTMT bars for RCC works where not included in the complete rates of RCC including bending and binding and placing complete fixed in position.	515 Qtl.	Per Qtl.	917.05
4/10.90+ 10.95 (a) + note.	<p>Cement concrete 1:1 ½:3 with stone aggregate 20mm nominal size for reinforced concrete work but excluding steel-reinforcement centering and shuttering in foundation and plinth.</p> <p>a) Extra over item no. 10.79 to 10.94, if 1:1.5:3 mix is used, instead of 1:2:4.</p> <p>For work below 1.50m.Depth below ground level add Rs. 6.00 per cum for add Rs. 6.00 per cum for additional depth of 4 mtrs. Or part there of in the above rate of item No. 10.90.</p>	155 cum	Per cum	<p>780/-</p> <p>(687.10+86.90 +6.00)</p>
5/10.86+ 10.95  (a)	Cement concrete 1:1 ½:3 with stone aggregate 20mm nominal size for reinforced concrete work for walls exceeding 20cm thickness and (straight and curved) beams girders, stairs, columns (square and rectangular) battens and lintles etc. excluding steel reinforcement but including centering and shuttering laid in position complete in all respects.	95 cum	Per cum	<p>1188.75</p> <p>(1101.85+86.90)</p>
6/10.87+ 10.95	Cement concrete 1:1 ½:3 with stone aggregate 20mm nominal size for reinforced concrete work for walls( 10 cm to 20cm thickness) straight and curved excluding steel reinforcement but including centering and shuttering laid in position complete in all respects.			

**XEN**

		26 cum	Per cum	1486.90 (1400+86.90)
7/10.82+ 10.95 (a)	<p>Cement concrete 1:1 ½:3 with stone aggregate 20mm nominal size for reinforced concrete work in slabs with inclination not exceeding 25 degrees with horizontal excluding steel reinforcement, but including centering and shuttering laid in position complete in all respects.</p> <p>a) Extra over item no. 10.79 to 10.94, if 1:1.5:3 mix is used, instead of 1:2:4.</p>	170 cum	Per cum	1084.80 (997.90+86.90)
8/9.13	Shuttering for faces of concrete foundations & foundation berms (vertical or battering)	14 sqm.	Per sqm.	30.65
9/9.1 + Note (L.R.)	<p>Centering and shuttering for flat surfaces such as suspended floors, roofs, landings, chhajjas, shelves etc. inclination not exceeding 25 degree with horizontal.</p> <p>Where smooth exposed concrete finish is desired which is not to be touched or plastered but is to be left as it comes out of the shuttering, extra smooth shuttering or proper steel shuttering has to be used. As it involves more expenditure than the ordinary shuttering an additional rate of 33-1/3 percent shall be payable on the items of labour rates.</p>	430 sqm	Per sqm	5.40 (16.20x33 ½ %)

**XEN**

<p>10/ 9.5+Note  (L.R.)</p>	<p>Centering and shuttering for faces of walls, partitions retaining walla well strening , and the like (verticals or battering ) including attached pilaster , buttresses etc.</p> <p>Where smooth exposed concrete finish is desired which is not to be touched or plastered but is to be left as it comes out of the shuttering, extra smooth shuttering or proper steel shuttering has to be used. As it involves more expenditure than the ordinary shuttering an additional rate of 33-1/3 percent shall be payable on the items of labour rates.</p>	<p>770 sqm.</p>	<p>Per sqm.</p>	<p>6.55 (19.65/3)</p>
<p>11/Appd . Item.</p>	<p>Providing and fixing of water stopper 250mm vide 8 to 11mm thickness with central bulb and bituminous board as per standard design and drawing complete in all respect.</p>	<p>21 mtr.</p>	<p>Per mtr.</p>	<p>535/-</p>
<p>12/Appd . Item</p>	<p>Collection and carriage of coarse aggregates, 63mm – 45mm gauge hand broken from hand and durable stone free from excess flats, elongated soft and dirt and other deleterious material. The material shall be of uniform textures compact heavy and dark colored. The light colored sandy layerite as well as those containing much clay shall be rejected. The aggregates shall be supplied from approved quarry or any other approved quarry duly screened and stacked separately the side as per specification of the Engineer-in-charge. The stacks of course aggregates width and parallel to the centerline of the road stacked separately as desired by the Engineer-in-charge. The deduction will be made as per table No. 500.28 of MOT specification, with latest amendments. The grading No. 2 of table 400.7 is under: - Grading No. Size Range Sieve %age by weight 2, 63mm-45mm</p>			

**XEN**

		25 cum	Per cum	597.85
13/24.1	Preparation of sub grade including trenching rough dressing of soil final dressing of the earth to give levels and chamber and rolling with road roller and compacting the bed.	250 sqm.	Per100 sqm	92.45
14/Appd . Item	Collection and carriage of coarse aggregates, 53mm-22.4 mm gauge hand broken from hand and durable stone free from excess flats, elongated soft and dirt and other deleterious material. The material shall be of uniform textures compact heavy and dark colored. The light colored sandy layerite as well as those containing much clay shall be rejected. The aggregates shall be supplied from approved quarry or any other approved quarry duly screened and stacked separately the side as Per specification of the Engineer-in-charge. The stacks of course aggregates width and parallel to the centerline of the road stacked separately as desired by the Engineer-in-charge. The deduction will be made as Per table No. 500.28 of MOST specification, with latest amendments. The grading No. 3 of table 400.7 as under: - Grading No. Size Range Sieve %age by weight 3, 53mm-22.4mm			

**XEN**

		50 cum	Per cum	597.85
15/Appd . Item	Supplying and laying of Red Murram P.I less than 6mm to be supplied from the approved quarry including cost of supplying and laying.	17 cum	Per cum	211.95
16/ 24.7	Laying and consolidation of Stone Soiling and coat water bound macadam specification carrying the metal from stacks and spreading the binding material to proper chamber with road roller excluding the cost of templates barriers and lighting arrangement and Chowkidars.	25 cum	Per cum	23.40
17/ 24.9	Laying of consolidation of stone metal wearing coat to water macadam specification, including making side dowels carrying the templates metal from stacks and spreading the building material to proper camber with road roller excluding the cost of templates, barriers and lighting arrangement and chowkidars.			

**XEN**

		50 cum	Per cum	28.75
18/24.37	Dismantling of road including soling and wearing coat, screening and stacking of old serviceable material complete in all respect	156 Sqm	Per 100 sqm	296.70
19/Appd . Item	Providing and laying of tack coat with 75 Kg. bitumen Per 100 Sqm. on new WBM (including cost of bitumen of grade 80/100).	156 sqm.	Per sqm.	26.15
20/Appd . Item	Providing and laying of 75mm thick compacted Bitumen Macadam with approved quality of Bitumen Macadam 60/70 with bitumen contents 3.25% of total weight of mix prepared by latest most specification with computerized hot mix plant and laying the site of work for all lead with mechanical sensor paver and rolling with road giving density as job mix formula complete with all respects. (including cost of bitumen).	156 sqm	Per sqm.	330.10
21/Appd . Item	Providing and laying of 20mm thick Mix Seal Surface A type with bitumen 20kg per 10 sqm. and fine aggregate duly mixed and heated with hot mix plant and laying at site of work (for all leads) with mechanical sensor paver and rolling with road roller etc. Complete in all respects (as Per MOST specification) upto date amendments. (including cost of bitumen of grade 80/100)			

**XEN**

		156 sqm.	Per sqm.	110.00
22/Appd. Item	Supplying and filling of Jamuna sand around the existing manhole coming in the alignment of proposed widening of master road for strengthening of the existing manhole complete in all respect	640 cum	Per cum	425/-
23/Appd . Item	Providing and laying of tack coat with 50Kg. bitumen per 100 Sqm on existing black top surface.(including cost of bitumen of grade 80/100)	156 sqm.	Per sqm.	18.20

**Executive Engineer,  
HUDA, Divn. No. VI,  
Gurgaon.**

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### NOTES:-

1. This contract schedule of rates is an extract of the relevant item from the Haryana P.W.D. schedule of rates, 1988 and is to be read with another schedule attached hereto, namely as the schedule of ceiling premia for the purposes of cross reference against cash item the chapter No. and the item No. had been indicated.
2. The work will be carried out according to P.W.D. Public Health Branch standard specification, latest edition which will form a part and parcel of this contract schedule of rates.
3. All classes of work not otherwise described shall be executed in accordance with the principles laid down in the P.W.D. Public Health Branch specification and B & R Branch book of the specification 1990 edition in the cases of building work.
4. Approximate quantities are given in the contract schedule of rates and these can vary at the time of execution of the work. The payment will be made according to the actual work done by the contractor.
5. The work will be considered to be situated within the municipal limits for all purposes.
6. The item here-in-after be described very briefly but the description would mean the complete description in the foresaid Haryana P.W.D. schedule of rates. 1988.
7. All the items in the contract schedule of rates are subject to the foot notes as given in the Haryana P.W.D. schedule of rates, 1988 regarding these items.
8. Any items of work not provided in the contract schedule of rate but required to be executed will be paid at the Haryana P.W.D. schedule of rates, 1988 together with ceiling premia exhibited in the NIT for various chapters where the items exists in the Haryana P.W.D. schedule rates, 1988 subject to premia of discount tendered by the contractor. In case on non-schedule of items, this will be governed by clause-12 of the contract agreement / approved DNIT / Tender documents.
9. All amendments issued in the Haryana P.W.D., schedule of rates, 1988 until the date of opening of tender will be applicable on this contract schedule of rates.
10. The list of ceiling premium admissible on various item contained in the various, chapters of the Haryana P.W.D. schedule of rates, 1988 is attached with the "NOTICE INVITING TENDER" and shall form a part and parcel of this contract schedule of rates, the same ceiling premia shall be allowed on the various item contained in the contract schedule rates, On all those items which do not fall within the Haryana P.W.D. schedule of rates, 1988 i.e. approved items, be ceiling premia shall be ZERO.
11. All the pages of tender form must be signed by the tenderer / firm before submitting the tender failing which the tenders shall be treated as invalid.
12. The successful tender shall have to sign an affidavit to the effect that he has no relation or connection with the firm / contractor black listed by the Haryana Govt. / Govt. of India from time to time. The form of an affidavit is annexed at page no. 29.
13. In this contract schedule of rates, only essential portion of description on item has been written but it will deem to cover the entire item as full described in the Haryana P.W.D. schedule of rates.
14. The rates include the cost of water, in case water, is supplied by the Department than the recovery of 0.50% of the total cost of work done by the contractor including cost of all the material and labour etc. and shall be made Water connection, if required, will be arranged by the Department at the Department cost.

**XEN**

15. The amount of work can be increased or decreased. The contractor will have to claim on this account.
16. The item given in the contract schedule of rates can be changed by the Engineer-in-Charged and its execution will be binding over the contract.
17. All the charges as royalty, Municipal Taxes, Octroi charges, forest tax and sale tax and any other kind of taxes shall be paid by the contractor and should be inclusive in the rates quoted by the contractor.
18. Nothing extra shall be paid on account of any damage caused due to rain, flood or any other act of GOD.
19. The earnest money deposited by the firm / contractor will be returned after acceptance of the tender of three months whichever is earlier.
20. The firm / contractor who deposited the earnest money for the purchase of tender documents and not submitted his offer the earnest money in this case will be refunded after the acceptance of tender or three months whichever is later.
21. The earnest money deposited by the firm contractor will be returned through cheque after the allotment of work or three months whichever is earlier / later as mentioned above.
22. The ceiling premium admissible on various items contained in the various chapters or the P.W.D. schedule of rates 1988, attached with the notice inviting tender and shall form the part and parcel of this contract schedule of rates. The same ceiling premium will be allowed in the various items contained in the contract schedule of rates. On all these items which do not fall within the Haryana P.W.D. schedule of rates 1988, i.e. approved item, the premium shall be ZERO.
23. No claim will be entertained from the contractor in case any mistake in description or unit occurs in any of the items, taken into the contract schedule of rates, on account of typing mistake, compressing or over sighting. If there will be any mistake the same will be rectifiable at any stage as per Haryana P.W.D. schedule of rates, 1988 with amendment of the same received from time to time. The mistake of the same received from time to time. The mistake of any shall be rectifiable even after opening and execution of the contract agreement which shall be binding upon the contractor.
24. The actual volume of the aggregate to be paid for shall be completed after deducting the percentage mentioned in clause – 514.5 of M.O. T. specifications for roads and bridges work, 1988 from the volume computed by stack measurement in the table No. 500.28 as under:-

**TABLE NO. 500.28**

Sr. No.	Standard size of aggregate	% age reduction in volume computed by stack measurement to be paid for
1.	75 mm & 62 mm	12.5
2.	45 mm & 26.5 mm	10
3.	22.4 mm, 13.2 mm, 11.2 mm	5
4.	Fine aggregate	---Nil---

25. Sale tax / work tax and income tax shall be deducted from the running bills of the firm / contractor the work done as per Govt. Instructions.
26. The contractor shall be required to produce samples of all the materials sufficiently in advance to obtain approval of the Engineer-in-Charge. Subsequently the materials to be obtained

## **XEN**

for actual execution of the work shall strictly confirm to the quality of samples approved. In case of variation material shall be liable to be rejected.

27. Royalty at relevant rates shall have to be paid by the contractor on all the material such as stone metal, single sane bajri etc. collected by him for execution of the work direct to the revenue authorities of the work direct to the revenue authorities of the State / Central Govt.
28. Only actual quantities of work completed and accepted by the Engineer-in-Charge shall be paid for.
29. Nothing extra shall be paid for any type of jungle clearance which the tenderer may have to carry out.
30. Nothing extra shall be paid for making the mtc. Of service roads required for the transportation of the material.
31. If any damaged is done by the contractor to any existing work during the coarse of excavation of the work. This shall have to be made good by him at his own cost.
32. The contractor shall take all the precaution to avoid the accidents by providing and maintaining necessary caution doards, day and night speed limit breakers, red flags, and red lights and providing barriers as necessary at either and of the locations. All these arrangements will be considered as incidental to the work and contractors responsibility and nothing shall be payable to him in this respects.
33. The contractor shall be made his own arrangement for obtaining the electric connection if required and make necessary payment directly to the department concerned.
34. **RATES:-** Rates includes the cost of all the material, labour charged, wastage, temporary works, hire and operation charged, of plant and machinery conducting or getting conduct the leveling test maintaining the operating field laboratory etc. Leveling the road surface over head charges and prefer as well as the general liabilities obligations and risks arising out of the conditions of contract making arrangement for traffic and carrying out the work on part width at night or during nonpeak hours etc. complete as per specifications.

The facts shall include the type of royalty, octroi charges, taxes (controller state) and shall have to be borne by the contractor directly.

35. Only those agencies who have satisfactory completed at least one similar nature of work of 60% of the DNIT value or two similar work of 35% each of DNIT value during the last five

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years can participate in this tender. The contractual agency should produce a documentary proof of completion of work / works issued by concerned Department.

36. The work will be open to third party inspection arranged by the Deptt. And Contractor will have no claims in this regard. The charges for third party inspection will be borne by the Deptt. However necessary test will be got carried out from Shri Ram Institute and the charges will be borne by the Department and contractor will have no claim in this regard. The material for testing will be supplied by the contractor free of cost. In case of non conformity result testing charges shall be deducted from the contractor.
37. In all items of cement concrete work, concrete mix shall be mixed with mechanical mixer of adequate capacity and no other method of mixing will be accepted.
38. No payment will be made for the following problems/ incidents involved at site of work:-
  - a) Pumping / bailing out / dewatering of waste from the site area and excavated trenches etc.
  - b) Repairs/ Replacement of various other services damaged during construction.
  - c) In case of narrow working space, shifting of excavated soil and again taking to work site for back filling.
  - d) Dismantling of metalled road / Pucca pavement.
  - e) Proper provision of barricading.
39. Approved structural design and drawing of RCC box drains will be followed at site as supplied by the Department.
40. 5% security amount will be released on giving successful testing of SWD lines duly first rain fall after completion of this work. Till that period, the contractor shall carry out its maintenance and cleaning/clearance work in the lines.

**EXECUTIVE ENGINEER  
HUDA, DIVISION NO. VI,  
GURGAON**

**XEN**  
**HARYANA GOVT. GAZ. (EXTRA.), JAN. 23, 2009 (MAGH. 3, 1930 SAKA) 167**

**HARYANA GOVERNMENT**  
**PUBLIC WORKS DEPARTMENT**  
**(BUILDING AND ROADS BRANCH)**  
**AMBALA CIRCLE**

APPLICABLE W.E.F. 1.2.2009

**Notification**

The 23<sup>rd</sup> January, 2009

**No. SE/PWD, B&R/Ambala/CZC/1**-Minutes of meeting of the Central Zonal Committee on Haryana Public Works Department, schedule of rates, 1988 Second Edition held on 14/1/2009 at Ambala Cantt and approved by the Direction Committee of Chief Engineers received vide Engineer-in-Chief, Haryana PWD (B&R), Chandigarh No.65-WI-07/452/WI dated 22.1.2009.

**FOLLOWING MEMBERS WERE PRESENT:**

Sr. No.	Name and Designation of the Officer /member.
<b>CONVENER</b>	
<b>SHRI ASHOK KUMAR GARG</b> Superintending Engineer, Ambala Circle Haryana PWD (B&R Branch), Ambala Cantt.	
<b>MEMBERS</b>	
1.	SHRI S.B. BOORA, Superintending Engineer, Hisar Circle, PWD (B&R) Branch, Hisar.
2.	SHRI R.S. YADAV, Superintending Engineer, Gurgaon Circle, PWD (B&R)Branch, Gurgaon.
3.	SHRI A.K.GARG, Superintending Engineer, N.H. Circle, PWD (B&R) Branch, Karnal
4.	SHRI SUMAN SOROT, Superintending Engineer, Bhiwani Circle, PWD (B&R), Bhiwani.
5.	SHRI NEERAJ GUPTA, Superintending Engineer, Chandigarh Circle, PWD (B&R) Branch, Chandigarh.
6.	SHRI A.K. MODI, Superintending Engineer, Jind Circle, Hr. PWD (B&R) Branch, Jind
7.	SHRI PARDEEP RANJAN, Superintending Engineer, Jhajjar Circle, PWD (B&R) Branch, Jhajjar.
8.	SHRI K.B. NARANG, Superintending Engineer, Karnal Circle, PWD (B&R) Branch, Karnal.
9.	SHRI R.S. MEHTA, Superintending Engineer, Mech. Circle, PWD (B&R) Branch, Karnal.
10.	SHRI G.R. CHAUDHARY, Superintending Engineer, Electrical Circle PWD (B&R) Branch, Karnal.

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<b>11.</b>	SHRI K.S. JOON, Superintending Engineer, PWD Public health Circle, Hisar.
<b>12.</b>	SHRI V.S. DAGAR, Superintending Engineer, PWD Public Health Circle, Ambala Cantt.
<b>13.</b>	SHRI D.R. YADAV, Superintending Engineer, PWD Public Health Circle, Rohtak.
<b>14.</b>	SHRI B.S. SAINI, Superintending Engineer, Yamuna Water Services Circle, Karnal.
<b>15.</b>	SHRI RAMA KANT SHARMA, Superintending Engineer, Bhakra Water Services Circle, Kaithal.
<b>16.</b>	SHRI P.S. MEHTA, Superintending Engineer, JLN Water Service, I.B. Rewari.
<b>17.</b>	SHRI H.K. GUPTA, Superintending Engineer, Construction Circle, I.B. Panchkula & Karnal.
<b>18.</b>	SHRI C.S. GOYAL, Superintending Engineer, Construction Circle, I.B. Hisar.
<b>19.</b>	SHRI S.P. GOYAL, Superintending Engineer, Construction Circle, I.B. Gurgaon.
<b>20</b>	SHRI A.S. SADYORA, Superintending Engineer, SYL, Water Services Circle, Ambala.

The Direction committee of Chief Engineers discussed the recommendations of the Central Zonal Committee and approved the fixation of the following premium on various chapters of Haryana PWD Schedule of Rates 1988, 2<sup>nd</sup> Edition. These premiums will be applicable from 1<sup>st</sup> February, 2009.

Chap ter No.	Description	Premium fixed.	
		Through rate	Labour rate
<b>1.</b>	<b>Daily Wages</b>	The rate to be paid as per minimum wages fixed by the labor department, Haryana Govt. from time to time. Where minimum wages are not fixed, Deputy Commissioner's rate will be applicable.	
<b>2.</b>	<b>Monthly Wages</b>	No rates fixed	
<b>3.</b>	<b>Materials</b>	NIL	
<b>4.</b>	<b>Loading and Unloading.</b>		
	(a) Item No. 4.1, 4.2, 4.5, 4.9, 4.10, (b), 4.13, 4.20 to 4.24 and 4.25(a)	350% above	
	(b) All other items except 4.1, 4.2, 4.5, 4.9, 4.10 (b), 4.13, 4.20 to 4.24 and 4.25(a)	350% above	
<b>5.</b>	<b>Carriage</b>		

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	(a) Item 5.2 (By Mechanical Transport)	(i) Upto 25 Kms	300% above
		(ii) Above 25 Kms	285% above
	(b) All items other than item No. 5.2.	150% above	
<b>6.</b>	<b>Earth Work</b>		
	(a) Item no. 6.1 to 6.6 except item No. 6.2 (g)-(iv) 6.2 (g) (v) and 6.4	350% above.	
	(b) Item no. 6.2 (g) (iv) and 6.2 (g) (v) (compaction)	110% above.	
	(c) Item no. 6.4 (earth compensation)	700% above.	
	(d) Item no. 6.7, 6.10 to 6.14 and 6.16 to 6.27	300% above.	
	(e) Item no. 6.8 & 6.9	300% above.	
	(f) Item no. 6.15 (a) & (b) (Anti Termite)	200% above.	200% above
<b>7.</b>	<b>Rock cutting</b>	350% above.	
<b>8.</b>	<b>Demolition</b>	450% above.	
<b>9.</b>	<b>Centering and Shuttering</b>	225% above.	275% above.
<b>10.</b>	<b>Concrete</b>		
	a) All items except item No. 10.67 to 10.69, 10.74 to 10.76	340% above.	370% above.
	b) Item no. 10.67 to 10.69, 10.74 to 10.76	340% above.	370% above.
<b>11.</b>	<b>Brick Work</b>	400% above.	400% above.
<b>12.</b>	<b>Stone Masonry</b>	200% above.	250% above.
<b>13.</b>	<b>Hosting and Roofing</b>		
	(a) All items except item No. 13.11, 13.13, 13.14, 13.18 and 13.43 to 13.49	200% above.	250% above.
	(b) Item No. 13.11, 13.13 and 13.14 (Terracing)	400% above.	400% above.
	(c) Item No. 13.43 to 13.49 (C.I. items)	350% above.	350% above.
	(d) Item No. 13.18 (G.I. sheet roofing)	240% above.	300% above.
<b>14.</b>	<b>Flooring and Dados</b>		
	(a) All items except item No. 14.19 to 14.24 and 14.48 to 14.70	340% above.	500% above.
	(b) Item No. 14.19 to 14.24 (Brick flooring)	400% above.	370% above.
	(c) (i) Item No. 14.48 (a-i) & (b-i) Glazed Tiles.	95% above.	230% above.
	(ii) Item No. 14.48 (a-ii) & (b-ii) Glazed Tiles.	95% above.	120% above.
	(d) Item No. 14.49 to 14.52 (Marble Stone).	90% above.	90% above.
	(e) Item No. 14.53	--	60% above.
	(f) Item No. 14.54 to 14.61 (Stones other than Kotah Stone).	125% above.	125% above.
	(g) Item No. 14.62 to 14.66 (Kotah Stone items)	200% above.	150% above.
	(h) Item No. 14.67 to 14.70 (Wooden flooring)	200% above.	200% above.
<b>15.</b>	<b>Plastering and Pointing</b>	340% above.	340% above.
<b>16.</b>	<b>Painting, Varnishing, White Washing /Distempering.</b>	125% above.	140% above.
<b>17.</b>	<b>Wood Work</b>		

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	(a) Item No. 17.1 to 17.89	250% above.	250% above.
	(b) Item No. 17.90 to 17.92 & 17.94 (Factory manufactured doors).	250% above.	250% above.
	(c) Item No. 17.93 ( flush door shutters)	150% above.	160% above.
<b>18.</b>	<b>Steel and Iron Work.</b>		
	(a) Item No. 18.22	350% above.	450% above.
	(b) Other Items of steel work (except Item No. 18.22	325% above.	350% above.
<b>19.</b>	<b>Lining</b>		
	(a) All items except Item No. 19.29 to 19.32	340% above.	340% above.
	(b) Item No. 19.29 to 19.32	410% above.	410% above.
<b>20.</b>	<b>Outlets</b>	410% above.	410% above.
<b>21.</b>	<b>Pile Foundations</b>	325% above.	--
<b>22.</b>	<b>Well Sinking</b>	325% above.	--
<b>23.</b>	<b>River and Canal Protection Works</b>		
	(a) Item No. 23.39 only (dumping stone)	--	400% above.
	(b) Labour rate of items (except item No. 23.38 & 23.39)	--	300% above.
	(c) Through rate of all items except item No. 23.1 to 23.8, 23.10 to 23.37 and 23.39 to 23.47	325% above. (For estimate purpose only).	--
	Item No. 23.38 (Wire crates).	325% above.	325% above.
<b>24.</b>	<b>Road Work</b>		
	(a) Labour rate of all items	--	310% above.
	(b) Through rate of item No. 24.34, 24.35 & 24.38 (Expansion joints and road cuts)	325% above.	--
	(c) Item No. 24.36 (Barbed wire fencing)	300% above.	--
<b>25.</b>	<b>Maintenance of Furniture.</b>	175% above.	215% above.
<b>26.</b>	<b>Miscellaneous</b>	130% above	
<b>27.</b>	<b>Quantities of Material</b>	No rates involved.	
<b>28.</b>	<b>Water Supply</b>		
	<b>For Plains:</b>		
	(a) All items except Item No. 28.1 to 28.6 (a to e & f to l), 28.18 to 28.19 and 28.50.	250% above.	
	(b) Item No. 28.1 to 28.6 (a to e) & 28.18 to 28.19	300% above.	
	(c) Item No. 28.1 to 28.6 (f to l)	300% above.	
	(d) Item No. 28.50 (a) only	800% above.	
	(e) Item No. 28.50 (b to e)	300% above.	
<b>29.</b>	<b>Sewerage and Drainage.</b>		

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	(a) Item No. 29.1, 29.2 and 29.25 to 29.51	100% above.	
	(b) Item No. 29.52 to 29.56	280% above.	280% above.
	(c) All other items except Item No. 29.1, 29.2 and 29.25 to 29.56	375% above.	375% above.
<b>30.</b>	<b>Sanitary installation</b>		
	(a) All other items except Item No. 30.53, 30.59, 30.84 to 30.94, and 30.114 (b) & (d).	250% above.	250% above.
	(b) Item No. 30.84 to 30.86, 30.88 to 30.91, 30.114 (b) & (d)	300% above.	275% above.
	(c) Item No. 30.87, 30.92 to 30.94	225% above.	225% above.
	(d) Item No. 30.53 and 30.59 (for estimation purpose)	Rs. 1500/- each	250% above.
<b>31.</b>	<b>Electrical Installation.</b>		
	(a) Item No. 31.1 to 31.7, 31.19, 31.20, 31.35	130% above.	--
	(b) Item No. 31.8 to 31.11	130% above.	--
	(c) Item No. 31.12 (a) Main switches, Category-A type	150% above.	--
	(d) Item No. 31.12 (a) & (b) Main switches & BDBs (Category B & C only)	150% above.	--
	(e) Item No. 31.25 to 31.29	140% above.	--
	(f) Item No. 31.32	175% above.	--
	(g) Item No. 31.13, 31.14 & 31.33	175% above.	--
	(h) Item No. 31.21	175% above.	--
	(i) Item No. 31.24	180% above.	--
	(j) Item No. 31.22 All items, except 31.22 (iv, vi, x, xiii, xiv, xvii & xx)	180% above.	--
	(k) Item No. 31.22 (iv, vi, x, xiii, xiv, xvii & xx) Copper work.	300% above.	--
	(l) Item No. 31.23 All Items, except 31.23 (iv, vi to ix)	200% above.	--
	(m) Item No. 31.23 (iv, vi to ix)-Copper work.	270% above.	--
	(n) Item No. 31.30 (Street light)	270% above.	--
	(o) Item No. 31.31 (Copper bus bar chamber)	220% above.	--
	(p) Item No. 31.18, All items except 31.18 (xxxi)	200% above.	--
	(q) Item No. 31.18 (xxxi)		160% above.

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	Flush door shutter)	150% above.	
	(r) Item No. 31.34 All items except 31.34 (I to vi)	130% above.	--
	(s) Item No. 31.34 (I to vi) – Rewinding items.	200% above.	--
	(t) Item No. 31.12 (c) & (d) 31.15 to 31.16	60% above.	--
	(u) Item No. 31.17	30% above.	--
	(v) Item No. 31.36 to 31.49 (i.e. newly added items).	10% above.	--
	(w) Labour rate item 31.1 to 31.7, 31.21 (i) to (xxvi) and 31.36 to 31.39 (i.e. newly added items of copper wiring).	--	150% above.
<b>32.</b>	<b>Working Charge of Machinery</b>	Not fixed	
<b>33.</b>	<b>Horticulture</b>	150% above.	150% above.
<b>34.</b>	<b>Bearing of Bridges.</b>		
	(a) All items except Item No. 34.7, 34.10 & 34.11	Not fixed	
	(b) Item No. 34.7 (Neoprene Bearings).	170% above.	--
	(c) Item No. 34.10 & 34.11 (Expansion joints)	170% above.	--

**A. CEMENT:****OPC -43 Grade cement. :**

Rs. 175.00 per bag of 50 Kgs. Cement including the cost of empty cement bag plus 3% storage charges.

**Note:-**

1. The revised premia are based on the above mentioned Issue Rates of cement.
2. In case the department supplies the cement, recovery will be made on above rate irrespective of the type of cement i.e. OPC or PPC.
3. In case contractor is allowed to use PPC cement and arranged by himself, deduction @ Rs. 15.00 per bag of 50 Kgs. Cement will be made.

**STEEL:****Fe-500, TMT Steel bars :**

Rs. 35,300/- Per MT plus 3% storages charges.

**Note:-**

1. The revised premia are based on Fe-500 TMT Steel bars of the company's TISCO, SAIL, RINL or IISCO.
2. In case department supplied the steel, recovery will be made on above rate.
3. In case steel is to be arranged by the agency and he is allowed to use Fe-500 TMT steel bars companies other than above but ISI marked, the deduction @Rs. 5,000/- Per MT will be made.

ASHOK KUMAR GARG,  
Convener, Central Zonal Committee,  
Haryana P.W.D. Schedule of Rates and  
Superintending Engineer,  
Ambala Circle, Haryana PWD (B&R).

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Name of work : Const. of RCC box drain (Double Barrel) size 10'x6' from Point. G to Badshahpur Nallah and all other works contingent thereto

A/c

=Rs. 49.60 Lacs.

**ABSTRACT OF COST**

Sr. No./HSR. Item No.	Basic cost (in Rs.)	C. P.	Amount due to C. P. (in Rs.)	Total amount (in Rs.)
1/ 6.10 a)	33583/-			
b)	18392/-			
c)	<u>14668/-</u>			
	66643	300%	199929/-	266572/-
2/ 10.38+Note	23381/-	340%	79495/-	102876/-
3/ 18.22	472281/-	350%	1652989/-	2125265/-
4/10.90+10.95 (a) + note.	120900/-	340%	411060/-	531960/-
5/10.86+10.95(a)	112931/-	340%	383966/-	496897/-
6/1087+10.95	38659/-	340%	131442/-	170101/-
7/10.82+10.95(a)	184416/-	340%	627014/-	811430/-
8/ 9.13	429/-	225%	965/-	1394/-
9/ 9.1 + Note (L.R.)	2322/-	275%	6386/-	8708/-
10/ 9.5+Note (L.R.)	5044/-	275%	13871/-	18915/-
11/Appd. Item	11235/-	---	---	11235/-
12/Appd.Item.	14946/-	---	---	14946/-
13/24.1	231/-	325%	751/-	982/-
14/Appd.Item.	29893/-	---	---	29893/-
15/Appd.Item.	3603/-	---	---	3603/-
16/24.7	585/-	310%	1813/-	2398/-

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17/24.9	1810/-	310%	5611/-	7421/-
18/24.37	463/-	310/-	1435/-	1898/-
19/Appd. Item	4079/-	---	---	4079/-
20/Appd. Item	51496/-	---	---	51496/-
21/Appd. Item	17160/-	---	---	17160/-
22/Appd. Item	272000/-	---	---	272000/-
23/Appd. Item	2839/-	---	---	2839/-
			<b>Total</b>	<b>4954068/-</b>
			<b>Say</b>	<b>Rs. 49.60 lacs.</b>

**EXECUTIVE ENGINEER**