

GURU JAMBHESHWAR UNIVERSITY OF SCIENCE & TECHNOLOGY, HISAR

**UNIVERSITY WORKS DEPARTMENT
SINGLE PERCENTAGE RATE TENDER
AND
CONTRACT FOR WORKS**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF

CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Engineer-in-charge, University Works Department.

This form will state the work to be carried out, as well as the date for submitting and opening tenders, and the time allowed for carrying out the work; also the amount of earnest money to be deposited with the tender, and the amount of the security to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and Schedule rates and any identification by the Engineer-in-charge shall also be opened for inspection by the contractor at the office of the Engineer-in-charge during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.

3. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the rates specified in Rule 1 he is willing to undertake the work. Only one rate of percentage more or less on all the Schedule rates shall be named. Tenders which purpose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out of the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. The Engineer-in-charge will open tenders in the presence of any intending contractor or their authorized agents who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

5. The Vice-Chancellor shall have the right of rejecting all or any of the tenders.

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

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Contractor

Witness

Engineer-in-Charge

Contractor

Witness

Engineer-in-Charge

for Registrar, Guru Jambheshwar University of S&T

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Engineer-in-charge and the contractor shall be responsible for seeing that he purchases a receipt by the Registrar/Finance Officer.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by the University Works Department and their issue rates shall be filled in and completed in the office of the Engineer-in-charge before the tender forms is issued. If a form 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 and delivers his tender.

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Contractor

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Witness

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Engineer-in-Charge

for Registrar, Guru Jambheshwar University of S&T

Contractor

Witness

Engineer-in-Charge

TENDER FOR WORKS

I/We hereby for the execution for the Registrar of the G.J.U.S&T, Hisar (hereinafter referred to as University) of the work specified in the underwritten memorandum with in the time specified in such memorandum at*

*In figures as well as in words.

percent below/above the rates entered in the schedule of rates mentioned in Rule 1 and in accordance in all respects with specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and in Clause 11 of the annexed conditions, and with such material as are provided for by, and in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

- | | | | |
|--|-----|-------------------------|--|
| (a) General description..... | | | (a) if several subworks are included they should be detailed in a separate list. |
| (b) Estimated cost..... | Rs. | | |
| (c) Earnest money..... | Rs. | | (d) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the cases. |
| (d) Security deposit including earnest money..... | Rs. | | |
| (e) Percentage, if any, to be deducted from bills | | Rs. (Rupees) percent | (e) This percentage, where no securities deposit is taken will vary from 5 percent to 10 percent, according to the requirement of the case. Where security deposit is taken, see note to Clause 1 of conditions of contract. |
| (f) Time allowed for the work from date of written order to commence | | Months. Rs. | |

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

Give particulars and numbers.

The sum of Rs..... is herewith forwarded in Deposit at Call Receipt number..... dated.....as earnest money the full value of which is to be absolutely forfeited to the said University or its successors in office should I/We fail to commence the work specified in the above memorandum, or (a) should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance with Clause 1 (A) of the said conditions of contract, otherwise the said sum of Rs. shall be retained by University as on account of such security deposit as aforesaid : or (b) the full value of which shall be retained by University on account of the security in Clause 1 (B) of the said conditions of contract.

Strike out (a) if no cash security deposit is taken

Strike out (b) if any cash security deposit is taken.

Contractor

Witness

Engineer-in-Charge

Dated the..... Days of.....

Witness

Signature of contractor before submission of tender.

Address

Contractor

Occupation

The above tender is hereby accepted by me.

Dated the..... Days of..... 200

Signature of the officer by whom accepted

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Contractor

Witness

Engineer-in-Charge

for Registrar, Guru Jambheshwar University of S&T

Contractor

Witness

Engineer-in-Charge

CONDITIONS OF CONTRACT

Security deposit

*This will be same percentage as that in the tender at (c).

*The amount of the percentage [not exceeding 10 percent] will be fixed in every case of suit requirements e.g. if it is fixed at 8 percent and the security deposit only amounts two percent, of the estimated cost of the work, then 3 percent should be deducted from any payment. If the per-centage is fixed at 10 percent and the security deposit only amounts to 8 percent then 4 percent should be deducted, and so on.

Clause 1 – The person/persons whose tender may be accepted (herein after called the contractor) shall (A) [within one day for a contract of Rs. 1,000 or less, two days for one of Rs. 2,000 or less and so on, up to a limit of ten days of the receipt by the notification of the acceptance of his tender] deposit with the Engineer-in-charge in cash of Government securities endorsed to the Engineer-in-charge (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with his tender ; or (B) [permit University at the time of making any payment to him or work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to *ten percent of all moneys so payable, such deductions to be held by University by way of Security deposit] *Provided always* that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at (A) above, then and in such cases, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for University at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sums of money payable by the Contractor to University under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit from any sums which may be due or may become due to the contractor by University on any account whatsoever, and in the sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. All interest which may from time to time accrue due and payable on the said security deposit shall be paid as the same shall be realized to the contractor.

Compensation for delay

Clause-2-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 of which the order commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with the all due diligence (time being deemed to be of the essence of the contract on the part of Contractor) and the contractor shall pay as compensation an amount equal to one percent), which the Executive Engineer/SE may levy, on the amount of the estimated cost of the whole work as shown by the tender for every day that the works remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole work before one-fourth of the whole time allowed under the contract has elapsed; and three-fourth of the work before three-fourths of such time has elapsed. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the Engineer-in-charge may levy, on the said estimated cost of the whose work for every day that the due quantity of work remains incomplete. *Provided always* that the entire amount of compensation an amount to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender. V.C. may on reference from the contractor reduce the amount of compensation and his decision in writing shall be final.

Contractor

Witness

Engineer-in-Charge

Action when whole of security deposit is forfeited.

Clause 3- In any case in which under any clause or clauses of this contractor shall have rendered himself liable to pay compensation amounting the whole of his security deposit (whether paid in one sum or deducted by installments) the Engineer-in-charge on behalf of the University shall have power to adopt any of the following courses, as he may deem best suited to the interests of University.

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Engineer-in-charge shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of University.
- (b) To employ labour paid by the University and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure of the work of the contractor, and to take such part thereof shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expense which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge 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 University under the contract or otherwise, or from his security deposit or the proceeds of sale therefrom or a sufficient part thereof.

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

Clause 4- In any case in which any of the powers, conferred upon the Engineer-in-charge by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of Engineer-in-charge putting in force either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the weeks, or the site thereof or belonging to the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, on or upon the weeks, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or, in case of these not being applicable at current market rates to be certified by the Engineer-in-charge may, be notice in writing to the contractor of his tools, plant, materials or stores

Contractor remains liable to pay compensation if action not taken under Clause 3.

Power to take possession of or require removal of or self contractors plant.

Contractor

Witness

Engineer-in-Charge

from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Engineer-in-charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the amount of the proceeds and expense and of any such shall be final and conclusive against the contractor.

Contractor

Witness

Engineer-in-Charge

Clause 5- If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall be apply in writing to the Engineer-in-charge within 30 days, of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer-in-charge shall, if in his opinion (which shall be final) reasonable ground be shown therefore, authorize, such extension of time, if any, in his opinion, be necessary or proper.

Extension of time.

Clause 5-A- The contractor shall deliver in the office of the Engineer-in-charge on or before the 10th day of every month during the continuance of the work covered by this contract, a return showing details of any work claimed for as extra, and such return shall also contain the value of such work as claimed by the contractor, which value shall be based upon the rates and the prices mentioned in the contract or in the schedule of rates in force in the *District for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at the date thereof he has or may claim to have against the Engineer-in-charge under or in respect of or in any manner arising out of the execution of work, and the contractors shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not so included, whatever be the circumstances.

Contractor to submit a return every month for any works claimed as extra.

Clause 6- Without prejudice to the rights of University under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Engineer-in-charge of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premise on which the work shall be executed all scaffolding, surplus materials, and rubbish, and cleaned off the dirt from all woodwork, doors, windows, walls floors, or other parts of any building, in upon or about which the works is to be executed, or of which he may have had possession for the purpose of the execution thereof, and the measurements in the said certificate shall binding and conclusive against the contractor. If the contractor shall fall to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor, shall forthwith pay the amount of all the expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except of any sum actually realized by the safe thereof.

Final certificate

Clause 7- No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof had approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be regarded as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or rejected or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim, nor

Payments on intermediate certificate to be garded as advances.

Contractor

Witness

Engineer-in-Charge

shall it conclude, determine or affect in any way the powers of the Engineer-in-charge, under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

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

Bills to be submitted monthly.

Clause 9- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the changes in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Bills to be on printed forms.

Clause 10 – If the specification of estimates of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, of if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores, and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effects of this contract, specified in the schedule or memorandum here to annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof; If the same is held in Government securities, the same or a sufficient portion there of being in this case sold for the purpose. All materials supplied to the contractor shall remain the property of the contractor, but shall not on any account to be removed from the site of the work without the written permission of the Engineer-in-charge, and shall at the times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract, shall be returned to the Engineer-in-charge's store; if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him, for any wastage in or damage to, any such materials.

Stores supplied by University.

Clause 11- The contractor shall execute the whole and every part of the work in the most substantial and workmenlike manner, both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to be designs, drawings,

Works to be executed in accordance with specifications, drawings, orders etc.

Contractor

Witness

Engineer-in-Charge

and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office, and to which contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Clause 11 (a) – The Engineer-in-charge shall have full powers at all times to object to the employment of any workman, foreman or other employee on the work by the contractor, and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the works, the contractor shall comply with the request forthwith.

Removal of employees, workman and foreman.

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

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

Clause 12- The Engineer-in-charge shall have power to make any alteration in omissions from, additions to, or substitutions for, the original specifications, drawings, and instructions, that may appear to him to be necessary of advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional, or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original contract work, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work includes, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district : subject to the same percentage above or below as for the times included in the contract : and if such class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days, of the date of his receipt of the order to carry out the work is not entered in the schedule of rates of the district, then the contractor shall within seven days, of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of

Alterations in specifications and designs.

Do not invalidate contracts.

Extension of time inconsequence of alterations.

Contractor

Witness

Engineer-in-Charge

the work carried out or expenditure incurred by him prior to the date of the determination of the rate 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 Vice-Chancellor shall be final.

Rates for works not in estimate, or schedule of rates of the district.

Clause 13- If at any time after the commencement of the work the University shall for any reason whatsoever not require the whole thereof as specified in tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alternation having been made in the original specifications, drawing, designs and instructions which shall involve and curtailment of the work as originally contemplated.

No compensation for alteration, in or restriction of, work to be carried out.

Clause 14 - 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 interior description, or that any material or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or removed, or as the case be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not such failure and Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with other, the materials, or articles complained of, as the case may be, at the risk and expense in all respect of the contractor.

Action and compensation in case of bad work.

Clause 15 - All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times at which reasonable notice of the intention of the Engineer-in-charge of his subordinate to visit the works shall have been given to the contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor or responsible Agent to be present.

Clause 16 - The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the constant in writing of the Engineer-in-charge or his-subordinate in-charge of the work and if any work shall be covered up or placed beyond the reach of

Notice to be given before work covered up.

Contractor

Witness

Engineer-in-Charge

measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowances shall be made for such work or the materials with which the same was executed.

Clause 17- If the contractor or his work-people, or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, fence, enclosure or grass land, or cultivated ground contiguous to the premise on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever any imperfections become apparent in it within three months after a certificate final or other its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expenses, or in default, the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become, due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Contractor liable for damage done and for imperfections for 3 months after certificate.

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

Contractor to supply plant, ladders, scaffoldings etc.

And be liable for damages arising from non-provision of lights, fencing etc.

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

Clause 19 – A – No labour below the age of 18 years shall be employed on the work.

Labour Work on Sundays

Clause 19-B- The contractor shall pay his labourers not less than the wages paid for similar work in the neighbourhood.

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

Contractor

Witness

Engineer-in-Charge

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

Contractor liable for payment of compensation to injured workmen, or in case of death, to his relations.

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

Clause 21 – The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised, or offered by the contractor, or any of his servants or agents to any officer or person in the employ of University in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-charge may thereupon stand forfeited and be absolutely at the disposal of University, and the same consequences shall ensue as if the contract had been rescinded under Clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet.

Contract may be rescinded and security deposit forfeited for subletting bribing, or if contractor becomes insolvent.

Clause 22 – All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss. Deductions of amounts due to University on any account whatsoever to be permissible from sums payable to a contractor.

Clause 22 – (a)- Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatever and any other sum found to be due to University by the contractor in respect of this contract or any other contract or work order on any account whatever, may be deducted from any sum whatsoever payable by University to the contractor either in respect of this contract or any work order or contract of any other account.

Clause 23 - 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.

Changes in constitution of firm.

Clause 24 - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of Honorary Advisor, G.J.U. S&T, University for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Works to be under direction of Honorary Advisor.

Clause 25 - No claims for payments of an extraordinary nature, such as claims for Bonus, for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for

Claims for payment of an extraordinary nature

Contractor

Witness

Engineer-in-Charge

compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by Executive Council of the G.J.U. S&T, University.

to be referred to University for decision.

25 A DISPUTE

Clause 25 A (1) If any dispute of difference of any kind whatsoever shall arise between the Vice-Chancellor G.J.U.S&T, University, Hisar his authorized agent and the connection with or arising out of the contract, or the execution of the work that is contractor in (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 of breach of the contract, if shall, in the first instance be referred to for being settled by the Engineer-in-charge of the work at the time and he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor, and subject to arbitration as here-in-after 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 Engineer-in-charge as aforesaid, with all due diligence whether he or the Vice-Chancellor, G.J.U.S&T, University, Hisar authorized agent requires arbitration as here in after provided or not. If the Engineer Incharge of the work has conveyed his decision to the contractor and no claim to arbitration has been field 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 Engineer, Incharge request the Vice-Chancellor that the matter in dispute be referred to arbitration, as hereinafter provided.

(2) All disputes or differences 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 Chief Engineer of Haryana P.W.D.B&R Branch, at the relevant time. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant or that he had to deal with the arbitrator so appointed is a Government servant or that he had to deal with the matters to which the contract relates and that in the course of his duties as a Government servant, he had expressed his views on all or any of the matters in dispute. The Arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor in office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In case the arbitrator nominated to the Engineer-in-chief, is unable or unwilling to act as such for any reason, whatsoever the Engineer-in-chief shall be competent to appoint and nominate any other Superintending Engineer or Chief Engineer as the case may be as arbitrator in his place and the Arbitrator so appointment shall be entitled to proceed with the reference with due approval of the university authorities.

(3) It is also a term of this arbitration agreement that no person other than a person appointment by the University authorities 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

Contractor

Witness

Engineer-in-Charge

cases where the agreement amount awarded exceeds Rs. 25,000/- (Rupees Twenty five thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.

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

(5) The following matters shall not lie within the purview of arbitration:

(a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the Vice-Chancellor and is being heard or/and has been finally decided by the Vice-Chancellor, G.J.U.S&T, Hisar.

(b) Any dispute in respect of substituted, altered, additional work/omitted work/defective work referred by the Contractor for the decision of the Registrar if it is being heard or has already been decided by the Registrar, G.J.U.S&T, Hisar.

(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 Vice-Chancellor has been so decided finally by the Vice-Chancellor.

(6) 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 not with standing that the arbitrator had been appointment at the instance of the other party.

(7) It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Engineer-Incharge 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 proceeding, be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of such cost being awarded, the whole of the sum 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 claim of Rs. 1,00,000/- and above | 7% of amount claimed. |

The stamp-fee due on the award shall be payable by the party as desired by the arbitrator and in the event of such party's default the stamp-fee shall be recoverable from any other sum due to such party under this or any other contract.

Contractor

Witness

Engineer-in-Charge

- (8) The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- (9) Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months.
 - (a) of the date of completion of the work as certified by Engineer Incharge, or
 - (b) of the date of abandonment of the work, or
 - (c) of its non-commencement within 6 months from the date of abandonment, 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 rescission, or
 - (e) of receiving an intimation from the Engineer Incharge 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

If the matter is not referred to arbitration within the period of 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.

(10) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first involving and completing the arbitration proceedings as above, if the scope of the arbitration specified herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before a Civil Court. The pendency of arbitration proceedings shall not disentitle the University to terminate the Contract and make alternative arrangement for the completion of the work.

(11) The arbitrator shall be deemed to have entered on the reference on the day he issued 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.

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

Clause 26- The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles, required therefore or in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule

Stores European or American manufactures to be obtained from University.

Contractor

Witness

Engineer-in-Charge

attached at cost price which for the purposes of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause 26 A - Any fluctuation in railway rates which may occur during the subsistence or, and affection freights or any material to be supplied under this contract shall be brought to the notice of the "Engineer-in-charge" by the contractor within fifteen days from such date without prejudice to the rights of University should the contractor fail to comply with the above requirement, any excess or short charge an account of such increase or decrease shall be credited to or recovered from the contractor. No alternation in contract rates shall be admissible in consequence of fluctuation in railway freight when such railways freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract e.g. fluctuations of railways freight on coal required for burning bricks will not taken into consideration, or for an article which forms part of finished work, for purposes of this clause. Similarly no alternation in rates will be allowed when a manufactured article is transported by rail from place A to place B to from part of a finished work.

Fluctuations in railway freight.

Clause 27- When the estimate on which a tender is made includes lump sums 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 the same rates as are payable under this contract for such items, or if the part of the work in questions is not in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his direction pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

Lump sum estimates.

Clause 28- In the case of any clause of work for which there is no such specification as in 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 specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Action where no specification.

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

Definition of works.

Clause 30- The percentage referred to at page (3) of the tender will be calculated on the gross amount (value to finished work including cost of materials whether purchased from Government or direct) of (1) the items of work which the rates in the tender apply and also (2) the items of work for which rates exist in the Schedule of rates of the district.

Clause 31 - The items and conditions of the agreement have been explained to me/us and I/we clearly understand them.

Clause 32 - The expressions "XEN" "Executive Engineer" SE (Superintending Engineer) and "Engineer-in-charge" be construed and taken to mean the University Engineer, G.J.U.S&T, University.

Jurisdiction

Contractor

Witness

Engineer-in-Charge

Clause 33 - Notwithstanding any other provision, all legal proceedings in respect of this contract would be subject to jurisdiction of Courts at Hisar.

Contractor

Witness

Engineer-in-Charge

CHAPTER NO. 4

Schedule showing (approximate) material to be supplied from the University Construction Division for works contracted to be executed and the rates at which they are to be charged for.

| Particulars | Rates at which the materials will be charged to contractor | Place of delivery |
|-------------|--|-------------------|
|-------------|--|-------------------|

The following material will be issued Ex. University Store at the rates shown against each plus 3% storage charges.

- | | | |
|--|--|--|
| 1. Ordinary Portland/Pozzolana Portland cement packed in gunny bags/paper bags | | Arranged by the contractor on own level. |
| 2. Mild Steel 'Tor' bars (All dia) | | Arranged by the contractor on own level. (Per metric Tonne) |
| 3. Mild Steel plain bars (All dia) @ | | Rs. NA (Per metric Tonne) |
| 4. Bitumen 80/100 penetration @ | | Rs. NA (Per metric Tonne) |

CONDITIONS

1. Cement will be supplied to the contractor in standard packing bags as received from the suppliers.
2. The issue of cement bags be governed as per latest I.S.I. Code.
3. No Claim whatsoever on account of delay in supply of the above material will be entertained by the University.
4. No claim will be entertained for damage or loss of material in custody of the contractor due to rains, floods or any other acts of God.

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

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Contractor

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Witness

.....

Engineer-in-Charge

for Registrar, Guru Jambheshwar University of S&T

Contractor

Witness

Engineer-in-Charge

CHAPTER No. 6**SCHEDULE OF ADDITIONAL CONDITIONS**

- 1 Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless material, rubbish, temporary building constructed by him and shall leave the site and adjacent area in a neat and clean condition to the entire satisfaction of the Engineer-in-charge.
- 2 The Engineer-in-charge, reserves the option to take away any item of work or any part there of at any time during the currency of the contract and reallocate it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
- 3 The contractor has to make his own arrangements for water, bricks, wood and every other item required directly or indirectly for completion of work, except those mentioned in the material statement of this N.I.T. (see page opposite).
- 4 No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
- 5 (a) 10 % security will be deducted from all bills subject to a minimum of 5% of the agreement amount. Same shall be refunded after 90 days of the date of completion of work subject to the satisfaction of Engineer-in-charge.
- 6 In case of emergency the contractor shall be required to pay his labour every day and if this is not done University will make the requisite payment and recover the same from the contractor.
- 7 Actual quantities of completed and accepted work shall only be paid.
- 8 No pits shall be dug by the contractor near the site of work or within road land/University land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent departmental charges.
- 9 The rates to be quoted by the contractor shall be inclusive of octroi terminal tax, royalty and all other taxes and charges. These are for complete work in all respects.
- 10 The contractor shall not be entitled for any payment on account of work done till he signs his agreement.
- 11 Nothing extra shall be paid for any lead and lift unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include all leads in the contract schedule.
- 12 The contractor shall be responsible for any all losses of material, damage done to unfinished work as a result of floods and other acts of God. The University will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to set right such damage at his own cost to the satisfaction of the Engineer-in-charge.
- 13 The University may also deduct any such taxes as directed/imposed by the Central Govt. or State Government from time to time to from the bills/payments due to the Contractors.
- 14 Amount of work may be increased or decreased and any item omitted and substituted in accordance with requirements of the department and no claim on this account shall be entertained.
- 15 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.

Contractor

Witness

Engineer-in-Charge

- a. Suitable temporary hutting accommodation.
 - b. Trench latrines, bathing enclosures, platform separately for men and women and their regular cleanliness.
 - c. Clean drinking water.
 - d. In the event of his failure to provide any or all of the amenities the same shall be provided by the University and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-charge and his decision shall be final.
- 16 The contractor shall be responsible for housing, sanitation and medical treatment of labourers employed by him and shall abide by all the rules and regulations made by Govt. in this behalf from time to time.
- 17 For Contractor's labour regulations fair wage clause and rules for protection of health and sanitation arrangement for workers employed by the University or its contractor's reference be made to chapter 7,8 and 9 respectively.
- 18 (1) The contractor shall be responsible, for loss or damages to any material issued to him by the University from any cause whatsoever, In case, the material such as cement, steel, or any other commodity issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work or in manufacture of material required in connection therewith is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled, or lost or allowed to get deterioration herein stipulated of those fixed by the Engineer-in-charge, the cost of such quantity of that materials shall, without prejudice to other rights and remedies available to University, be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor.
- (2) The recovery from contractor for the material consumed in excess or in short of the original requirements as per specifications herein stipulated or other wise fixed by the Engineer-in-charge, other than the variations to be preceding clause, shall be dealt with as under:-
- A FOR EXCESS CONSUMPTION OF MATERIALS:**
- (i) Upto 5% (Five percent) No action is called for.
 - (ii) Above 5% (Five percent), if actual consumption exceeds theoretical consumption by more than 5% (Five percent) recovery shall be made for the excessive consumption of material beyond initial five percent at double the rate which it is agreed to be supplied to the contractor.
- B FOR SHORT CONSUMPTION OF MATERIALS**
- (i) Upto 5% the recovery of cost of materials thus saved shall be made from the contractor at the issue rates.
 - (ii) Less consumption by more than 5% (i.e. above 5%) the rates of items of work involved shall be reduced, if it is not possible to determine the exact items on which less material has been used, the cost of materials shall be recovered from the contractor at the issue rate. The University Engineer, reserves the right to take any other deterrent action which he deems fit against the contractor. It shall be at the discretion of the University to determine whether the stability of the structure is affected adversely due to less consumption of materials and in case it is felt that is likely to be so the Executive Engineer-in-charge shall reject the work and decision of SE/Technical Advisor in such matter shall be final.
- 19 Should the tenderer modify or withdraw his tender without the written concurrence of the Executive/Supd. Engineer within 90 (Ninety) days from the date of tender, he is liable to be black-listed besides forfeiture of earnest money and other penalty envisaged in the tender form.
- 20 No claim of any kind whatsoever shall be entertained for any and all the losses of damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the University under the terms and conditions of the contract.

Contractor

Witness

Engineer-in-Charge

- 21 Apprentice Act:- The contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and orders issued there under from time to time. If the contractor fails to do so his failure will be breach of the contract and the University Engineer may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
- 22 If for the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authorized entrusted with the work of eradication of malaria for their (Labourers) inclusion in the surveillance operation and for getting their blood examined from the aforesaid authorities in order to exclude malaria positive.
- 23 Imported labour means Labour belonging to a state other than Haryana State.
- 24 All material left at site by the contractor for a period of one month after the completion of work shall become the property of the University and contractor shall have no claim whatsoever for such material.
- 25 The contractor shall supply at his own cost and expenses all labour materials etc. for labour and checking of any portion of the work during construction. Wheresoever required by the Engineer-in-charge for his representative and nothing extra shall be paid for services.
- 26 The contractor shall not remove from the site of work without the written permission of the Engineer-in-charge any material which has been issued to him for use on the work.
- 27 The contractor shall maintain at site of work full details of specification of the work fixed by the Engineer-in-charge and all approved drawings of the work.
- 28 Nothing extra shall be paid to the contractor for division of water in the channels stream if it becomes necessary for the execution and completion of the work.
- 29 Income tax will be deducted from the bill of the contractor according to Section 194-c of the Income Tax 1961 and instructions from time to time.
- 30 In case of delay in supply of cement, steel or any other material agreed to be supplied by the department as per details in the N.I.T or failure to supply the required quantity in time for execution of the work, the contractor shall not be paid any compensation from any or resultant effects or losses.
- 31 The contractor shall employ a duly accredited and experienced Resident Engineer as his agent in charge of the Execution of work instruction given by the Engineer-in-charge or his authorized representative to the agent shall have the same force as instructions given to the contractor.
- 32 The contractor will not have any claim in case of delay by the university for removal of tree or shifting, raising, removing of telegraph, telephone or electric lines (Overhead or underground) and other structure, if any, which comes in the way of the work.

33 Relation with Public Authorities :

The contractor shall comply with all legal orders and directions given from time to time by any local or public authorities and shall pay out of his own money the fees or charges to which he may be liable.

34. Occupation of Additional Lands :

In case, when it becomes necessary for the due fulfillment of the contractor for the contractor to occupy land outside the University limits the contractor shall make his own arrangements with the landowners and pay such amount, as may be mutually agreed upon by them.

35. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employ of the

Contractor

Witness

Engineer-in-Charge

University or not, or of the failure on his part to obtain correct information nor shall the contractor be relieved from any risk or obligations imposed on or undertaken by him under the contract on any such ground or on the ground that he did not or could the work.

36.1 During the absence on work of the Engineer-in-charge he shall be represented by one of his subordinates whose duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed to ensure that the works are performed in conformity with the plans, estimates and specifications in all respects and to keep Engineer-in-charge informed of the progress of the works and the manner in which they are done. The Engineer-in-charge may from time to time delegate any of the powers and authorities vested in him to the departmental representative in writing.

36.2 The Departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relieve the contractor of any of his duties or obligations under the contract. He shall however, have the authority to inform the contractor in writing to replace any materials considered defective and to suspend, or do or rectify any work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall comply.

36.3 Failure of the Departmental Representative to disapprove any work or materials shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the departmental representative, he shall be entitled to refer the matter to the Engineer-in-charge who shall thereupon, confirm or reverse such a decision.

36.4 The contractor shall give or provide all necessary, constant an whole time superintendence during the execution of the works and as long thereafter the Engineer-in-charge may consider necessary by either;

(i) Personally superintending the work himself.

Or

(ii) Employing a skilled and qualified Resident Engineer thoroughly experienced in the type of work to be executed and fully authorized to receive & execute on behalf of

the contractor, order, instructions or directions of the Engineer-in-charge without delay and to, promptly supply such materials, labour, equipments, tools and incidentals as may be required.

37.1 The contractor will be held strictly responsible to the true intent of the specification in regard to quality of materials, workmanship and the diligent execution of the contract.

37.2 All materials and each part of detail of the work shall be subject at all times to inspection by the Engineer-in-charge, Departmental Representative or other authorized subordinates who shall be furnished with reasonable facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the plans and specifications.

37.3 The contractor shall furnish written information to the Engineer-in-charge stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. This information shall be furnished at least two weeks (or such other period as may be directed by the Engineer-in-charge) in advance of the incorporation of any such material in the works.

***37.4** The contractor shall also inform the Engineer-in-charge in writing, when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.

***37.5** Any work done or materials used without supervision of inspection by the Engineer-in-charge or the Department Representative is liable to be ordered to be removed and replaced at the contractor's expenses.

Contractor

Witness

Engineer-in-Charge

***37.6** If so directed, the contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to be standards required by the specifications. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-charge shall have certified in writing that it has been completed to his satisfaction. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer in any way of effect his power to reject the work when alleged to be completed or to suspend the issue of his certificate of completion until such alterations or modifications or reconstructions have been effected as shall enable him to certify that the work has been completed to his satisfied.

***37.7** The inspection of the work or materials shall not relieve the contractor of any of his obligations to fulfill terms of the contract as herein prescribed by the plans specifications.

***37.8** Failure to reject any defective work or materials will not in any way prevent rejection when such defect is discovered or obligate the department to make final acceptance.

***38.1** Unless otherwise provided in the contract documents materials such as rubble, gravel, sand, murrum Kankar earth, soil, etc. obtained from excavation and materials obtained by dismantling any existing structures shall remain the property of the University. When demand fit, the Engineer-in-charge may with the approval of competent authority permit the use of such materials on the work in substitution of materials which the contractor would have otherwise provided subject to the conditions that a suitable deduction shall be made in the rate of the items in which such materials are used.

***38.2** Any trees, branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over the University or disposed of as directed.

***39** The contractor shall be required to keep at the site of the work the following Technical staff, for works costing Rs. 2 lacs and above as under:-

| | |
|--|--|
| i) When a work costing Rs. 2 lac and upto Rs. 5 lac | One qualified Overseer (Diploma Holder with at least 5 year experience |
| ii) When a work costing more than 5 lac | One qualified Engineer (Degree Holder) with at least 5 years experience with suitable supplementary staff according to the requirement of the work |

***40** University shall not be responsible for any depreciation in the value of securities, nor for any loss of interest thereon.

***41** Canvassing in connection with a tender in any form renders the tender liable to rejection.

***42** In case of any discrepancy between description in a works and figures quoted by a tenderer, the description in words shall prevail.

***43** If there are varying or conflicting provisions made in any document forming part of the contract the accepting authority shall be deciding authority with regard to the intension of the document.

***44** If, however, the contractor, seeks some assistance from the University in connection with arranging water/electric connection from the public utility service authorities, to the purposes of University work such assistance only to the extent of writing a letter from the Engineer-in-charge to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

Contractor

Witness

Engineer-in-Charge

The University may, on application of the contractor, issue essentially certificate for Diesel/Petrol (if it become a controlled commodity) required for carriage of materials to be used on the work but in the University will not undertake any responsibility for the arrangement of such Petrol/Diesel. Non-availability of any such material will not absolve the contractor of his contractual obligation.

The University reserves the rights to cancel the contract ex-party, if the contractor fails to abide by any of the terms and conditions of the contract.

In the case of cancellation of the contract the University shall continue the work at the risk and expenses of the Contractor.

Contractor

Witness

Engineer-in-charge

Contractor

Witness

Engineer-in-Charge

CHAPTER No. 7

Guru Jambheshwar University of Sc. & Tech. Hisar, Construction Office

Contractors Labour Regulations

1. **Short Title:-** These shall be the same as for Haryana P.W.D. Contractor's Labour Regulations as detailed below. The words P.W.D and Haryana Government shall be substituted by G.J.U. S&T, University Works Department and G.J.U. S&T, Hisar authority respectively.

2. **Definition:-** In the regulations, unless otherwise expressed or indicated, the following words and expressions shall have meaning hereby assigned to them respectively that is so say:-

- (1) "Labour" mean workers employed by Haryana Public Works Department contractor directly or indirectly through a sub-contractor or other person, or by an agent on his behalf.
- (2) "Fair Wages" mean wages whether for time or piece work notified from time to time for the area 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.
- (3) "Contractor" shall include every person whether a sub-contractor of headman or agent, employing labour on the work taken on contract.
- (4) "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 notices, 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 places 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:-**

- (i) Wages due to every worker shall be paid to him direct.
- (ii) All wages shall be paid in correction or currency or in both.

5. **Fixation of wages period:-**

- (1) The contractor shall fix wage periods in respect of which the wages shall be payable.
- (2) No wage period shall exceed one month.
- (3) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (4) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one on which employment is terminated.
- (5) All payments of wages shall be made on a working day.

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6. Wage Book and Wages Slips etc:-

- (1) The contractor shall maintain a Wage Book of each worker in such form as may be convenient, but the same shall include the following particulars:-
 - (a) Rate of daily or monthly wages.
 - (b) Name of work on which employed.
 - (c) Total Number of days worked during each wage period.
 - (d) Total amount payable for the work during each wage period.
 - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
 - (f) Wages actually paid for each wage period.
- (2) The contractor shall also maintain a Wage Slip for each worker employed on the work.
- (3) The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Wage Slips to a contractor who, in his option, may not directly or indirectly employ more than 100 persons on the work.

7. Fines and deductions which may be made from wages :-

- (1) 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 terms of his employment he is required to work. The amount of deductions shall be proportionate to the period for which he was absent.
 - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Any other deductions which the P.W.D. may from time to time allow.
- (2) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fine for 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 three paise in a rupee of the wage payable to him in respect of that wage period.
- (4) No fine imposed on any worker shall be recoverable from him by installments, or after the expiry of 60 days from the date on which it was imposed.

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8. Register of fines etc.:-

- (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 deduction for damage or loss was made.
- (2) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. He shall display such list and maintain it in clean and legible conditions in conspicuous places on the work.

9. Preservation of Books:- The wage book, the wage slips and the register of fine deduction required to be maintained under these regulations shall be preserved for 12 months after the date of the last entry made in them.

10. Powers of Labour Welfare Officers to make investigate or enquiry - The Labour Welfare Officer or any other person authorized by the Haryana Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clause and provisions of these regulations. He shall investigate into any complaint regarding the default make by the contractor or sub-contractor in regard to such provision.

11. Report of Labour Welfare Officer - The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the results of his investigations of enquiry to the Executive/Supd. Engineer concerned indicating the extent, if any, to which the default has been committed and the amount of fine recoverable if in respect of the acts to acts of commission and omission of the labourer with a note that necessary deduction from the contractor's bill be made and the wages and other dues be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare Officer - Any person aggrieved by the decisions and recommendations of the Labour Welfare Officer or other person so authorized may appeal against Commissioners; but subject to such appeal the decisions of the officer shall be final and binding upon the contractor.

12. A No party shall be allowed to be represented by a lawyer during any investigation, enquiry, appeal or any other proceedings under these regulations.

13. Inspection of register - The contractor shall allow inspection of the Wage Book, Wage Slips to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other person authorized by the Haryana Government in his behalf.

14. Submission of returns - The contractor shall submit periodical returns, as may be specified from time to time.

15. Amendment - The Haryana Government may, from time to time, add to amend these regulations and on any question as to the applications, interpretation of effect of these regulations, the decision of the Labour Commissioner, Haryana Government or any other person authorized by the Haryana Government in that behalf shall be final.

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CHAPTER No.-8

FAIR WAGE CLAUSE

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

Explanation:- 'Fair Wage' means wage whether for time or piece-work notified from time to time for the area and where such wages have not been so notified, the wages prescribed by the P.W.D. B&R Branch, Haryana, for the district in which work is done.

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

(c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Haryana P.W.D. Contractor's Labour Regulations made by the Government from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made maintenance of wages register, wage book wageslip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.

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

(e) Vis-à-vis, the Haryana Public Works Deptt. 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 shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

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CHAPTER No. -9

RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY THE CONTRACTORS OF G.J.U. S&T, UNIVERSITY, HISAR.

THE WORDS HARYANA P.W.D. SHALL BE READ AS
G.J.U. S&T, HISAR WHEREVER IT OCCURS.

The Contractor shall at his own expense provide or arrange for the provision of footwears for any labour doing cement mixing work (the contractor has undertaken to execute under this contract) to the satisfaction of the Engineer-in-charge and on his failure to do so, Government shall be entitled to provide the same and recover the cost thereof from the contractor.

The contractor shall submit by the 4th and 19th of every month to the Executive/Supdt. Engineer a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively (i) the number of labourers employed by him on the work (ii) their work hours (iii) the wages paid by them (iv) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed Maternity benefit according to clause 19-F and the amount paid to them failing which the contractor shall be liable to pay to Government a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Executive/Supdt. Engineer shall be final deducting from any bill due to the contractor the amount levied as fine.

Maternity benefit for female workers employed by the contractor, leave and pay during leave shall be regulated as follows:-

1. LEAVE : (i) In case of delivery/maternity leave not exceeding 8 weeks (4 weeks upto and including the day of delivery and 4 weeks following that day (ii) In case of miscarriage : up to 3 weeks from the date of miscarriage.

2. PAY : In case of delivery, leave pay during maternity leave will be at the rate of the women's average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding the date of which she gives notice that she expects to be confined, or at the rate of Rs. 12/- per day whichever is greater.

(ii) In case of miscarriage, Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of Maternity leave : No maternity leave benefit shall be admissible to a woman unless she produces a certificate to confinement and respected delivery within weeks 4 preceding the date on which she proceeds on leave.

FIRST AID : (a) At every work place, these shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressing and an cotton wools. The appliances shall be kept in good order and in large work places it shall be placed under the charge of a responsible person who shall be readily available during the working hours.

(b) At large work places, where hospital facilities are not available within easy distance of the work, first aid post shall be established and be run by a trained compounder.

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(c) Where large work places are remote from regular hospital an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals a suitable transport shall be provided to facilitate removal or urgent cases of these hospitals.

At other work place some conveyance facilities such as car shall be kept readily available to take injured or persons suddenly taken seriously, iii, to the nearest hospital.

SCALES OF ACCOMMODATION IN LATRINES AND URINALS

There shall be provided within the precincts of every work place, latrines and urinals in an accessible place and the accommodation separately for each of them shall not be less than the following scales:-

| | No. of Sheds |
|---|--------------|
| (a) Where the number of persons does not exceed 50. | 2 |
| (b) Where the number of persons exceeding 50 but does not exceeds 100 | 3 |
| (c) For every additional 100 | 3 Per 100 |

In particular cases the Executive/Supdt. Engineer shall have the powers to vary the scale where necessary.

Latrines and Urinals for women.

If women are employed, separate latrines and urinals screened from these for men and marked in vernacular in conspicuous letters "FOR WOMAN ONLY" shall be provided on the scale laid in rules. Similarly those for men shall be marked "FOR MEN ONLY". A poster showing the figures of a man and a woman shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to the latrines.

LATRINES AND URINALS

Except in work places provided with flush latrines concerned with water borne sewerage system all latrines shall be provided with receptacles or dry earth system which shall be tarred in working order and kept in a strictly sanitary conditions. The receptances inside and outside at least once a year.

The inside wall shall be constructed of masonry or some suitable heat resisting non-absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement shall be noted in register maintained for this purpose and kept available for inspection.

DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal and a sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved by the Asstt. Director of Public Health or Municipal Medical Officer of Health as the case may be, in whose jurisdiction the work place is situated, alternately excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

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At every work place there shall be provided free of cost two suitable sheds-one main and the other for the use of labour. The height of the shelter shall not be less than eleven feet from the floor level to the lowest part of the roof.

PROVISION OF SHELTER DURING REST

At every work place at which 50 or more women workers are ordinarily employed there shall be provided two huts for use of children under the age of six years belonging to such women. One hut shall be used for infants "Games and to play" and the other as their bed room. The hut shall not be constructed on a lower standard than the following:-

- (i) Thatched roofs.
- (ii) Mud floors and walls.
- (iii) Plants spread over mud floor and covered with matings.

The huts be provided with suitable and sufficient opening for light and ventilations. There shall be adequate provision of sweepers to keep the place clean. These shall be two day in attendance. Sanitary utensil shall be provided to the satisfaction of Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

CANTEEN

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

GENERAL RULES AS TO SCAFFOLDS :

- (i) Suitable scaffolds shall be provided for workmen for all works that cannot be safely done from a ladder or by other means.
- (ii) A scaffolds shall not be constructed, taken down or substantially altered except.
 - (a) Under the supervision of a competent and responsible person, and
 - (b) as far as possible by competent workers possessing experience in this kind of work,
 - (c) All scaffolds and appliances connected therewith and all leader shall:
 - (1) be of sound material ;
 - (2) be of adequate strength having regard to the loads and stains to which they will be subjected and
 - (3) be maintained in proper condition.
 - (4) Scaffolds shall not be overloaded and so far as practicable, the load shall be evenly distributed.
 - (5) Scaffolds shall be so constructed that no part thereof can be displaced in on normal use.
 - (6) Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
 - (7) Scaffolds shall be periodically inspected by the competent person.

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(8) Before allowing a scaffold to be used by the workmen every care shall be taken to see whether the scaffolds have been erected by his workmen or not and steps taken to ensure that it complies fully with the requirements of the articles.

(9) Working platforms gangways and stairways shall:--

(a) be so constructed that no part of the road is covered.

(b) be so constructed and maintained, having regard to the prevailing condition as to educe as far as practicable.

(c) be kept free from any unnecessary obstructions.

(d) in case of working platforms gangways place and stairways at a height exceeding that to be prescribed by a national laws and regulations:-

(i) every working platform and every gangways shall be closely boarded unless other adequate measures are taken to ensure safety.

(ii) every working platform and every gangway shall have adequate width, and

(iii) every working platform gangway working place and stairway shall be suitably fenced.

Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or materials.

When persons are employed on a roof where there is a danger or falling from a height exceeding that to be prescribed by national laws or regulations, suitable precautions shall be taken to prevent the fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

(1) Soft means of access shall be provided to all working platforms and other working places.

(2) Every place where work is carried on the means of approach thereto shall be adequately lighted.

(3) Every ladder shall be surely fixed of such length as to provide secure hand hold and foot at every position at which it is used.

(4) Adequate precautions shall be taken to prevent danger from electrical equipment.

(5) No materials on the site shall be so stacked or placed as to cause danger to any person.

GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID

(1) All necessary personal safety equipment shall be kept and available for use of the persons employed on the site be maintained in conditions suitable for immediate use.

(2) The worker shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by those concerned.

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

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EXPLANATORY NOTES

1. The above rates are for complete work including cost of all materials, labour, tools and plants and water etc. unless otherwise specified.
2. All other such items covered by the Haryana PWD schedule of rates, 1988 connected upto date and got carried out if any, will be paid for as per Haryana PWD schedule of rates, 1988 corrected upto date subject to accepted tendered Premium/abatment given by the contractor.
3. All clause and notes given in the Haryana PWD schedule of rates, 1988 with upto date correction slips shall be applicable to all above times wherever necessary.
4. The description, rates units etc of above schedule shall be corrected as per Haryana PWD schedule per rates, 1988, in case of any error or omission.
5. Chapter numbers with items referred to above are of Haryana PWD schedule of rates, 1988, corrected date.
6. The whole work shall be carried out strictly in accordance with the Haryana PWD specification as applicable to Haryana State with upto date correction slips.
7. No premium shall be payable on the terms which are not provided in the Haryana PWD schedule of rates, 1988, corrected upto date.
8. Samples of all building materials, doors and window fittings and other articles required for use on the work shall be got approved from the Engineer-in-charge. Articles manufactured by firms of repute, approved by the Engineer-in-charge shall only be used. Only articles classified as 'First quality' shall be rejected by the Engineer-in-charge. Preference shall be given to those articles which bear I.S.I certificate on mark. In case articles bearing I.S.I. certification make are not available, the quality of samples brought by the contractor shall be judged by the standard laid down in the relevant I.S.I. specifications. All materials and articles brought by the contractor to the site of work for use materials and articles brought by the contractor to the site of work for use shall confirm to the samples approved, which shall be preserved till the completion of work. Final decision to reject any which material shall rest with the Engineer-in-charge.
9. The contractor shall provide suitable arrangement at site for checking of various articles brought by him to ensure mixing in specified proportions.
10. The contractor shall provide such recesses, holes, opening etc. as directed by Engineer-in-charge, as required for the Electrical/Sanitary work and nothing shall be payable on this account.
11. Thickness of R.C.C. shall be measured and paid for as per structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-charge shall not be measured for payment.
13. Moreover there is provision for 'flush doors, only doors as doors as bear the I.S.I. certification marks and arranged from manufacturers of good repute shall be accepted. In case, flush doors bearing I.S.I. certifications and arranged from manufacturers of good repute shall only be accepted.
14. Steel butt hinges shall strictly confirm to Indian standards specification, IS-1341-1970 (Latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications. Hinges shall be of good workmanship and manufactured by the firm of good repute.

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15. The provision of Public Health and electric installations involved in the execution of work is not covered by this contract and, as such the premium/abatement quoted by the contractor shall not be applicable/payable on chapter 28 to 31 Haryana P.W.D. schedule of Rates, 1988.
16. Analysis of rates for non-schedule/non-agreement items i.e. items which are not provided in the notice inviting Tender/Haryana P.W.D. schedule of rates, 1988, connected up-to-date shall be payable/per actual/as lowest market rates from the recognized public market suitable to the executing division and wages of labour as applicable at the time of execution or work, plus admissible contractor's profit and over head charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-charge, if deems necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the departmental financial rules in existence at the time of approval.
17. Tender with the conditions regarding steel work to be done at labour rates shall be considered in all and rejected-straightway.
18. The quantities of items given in the schedule are tentative. Those can be increased or decreased as per working Architectural drawing/structural drawings.
19. For quality control, the contractor shall be required to use cement concrete, mix giving minimum cube strength as may be prescribed in the relevant structural drawing of work. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant I.S.I and other codes at the expanse of the contractor. The rates provided in the H.S.R., 1988 include the cost of such testings.
20. Irrespective of what is stated in para 9 (b) of the preface of Haryana P.W.D. schedule of rates, 1980, no carriage of cement, steel and bricks or any other type of material shall be admissible irrespective of lead involved.

Divisional Accountant

Divisional Head Draftsman

Engineer-in-charge

Contractor

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Engineer-in-Charge