

MUNICIPAL COUNCIL BAHADURGARH

DETAILNOTICEINVITINGE-TENDERS

SINGLE PERCENTAGE/ ITEM RATESHORT TERM ONLINETENDER

Municipal Council Bahadurgarh hereby invites Online bids on the website: [:https://etenders.hry.nic.in](https://etenders.hry.nic.in) from the eligible contractors/firms enlisted in appropriate class/category on Urban Local Bodies Department, Haryanaas per guidelines issued by the DULB on Dec-2017 for the works as mentioned below:-

Sr. No.	JOB No.	Name of Work	Estimated Cost (Rs in Lacs.)	Bid Document Fee	Processing Fee+GST	EMD (Rs.) 2% of Estimated Cost	Tender to be opened on Date	Time limit for completion of work
1	1292	Estimate for Supply, Installation & Commissioning of Smart Area Traffic Control System Hybrid (Solar battery backup system) at four way Junction at Sector 6 mod on Delhi Rohtak Road Bahadurgarh	13.10	1000.00	1180.00	26200.00	29-09-2021	01 months
2	1293	Estimate for Supply, Installation & Commissioning of Smart Area Traffic Control System Hybrid (Solar battery backup system) at four way Junction at West Jua Drain on Nahra Nahri Road Bahadurgarh	13.10	1000.00	1180.00	26200.00	29-09-2021	01 months
3	1294	Estimate for Supply, Installation & Commissioning of Smart Area Traffic Control System Hybrid (Solar battery backup system) at four way Junction at West Jua Drain on Railway Road Bahadurgarh	13.10	1000.00	1180.00	26200.00	29-09-2021	01 months

1. **The cost of Bid Document fee, Processing Fee and Earnest Money Deposit shall be deposit by the Bidder on online Portal in favour of Executive Officer, Municipal Council Bahadurgarh.**

2. Bidders should possess digital signature certificate for participating in online tendering process.

3. Bid Document can be downloaded from the website of Haryana Government www.etenders.hry.nic.in.

1. **KeyDates:**

Sr. No.	Description	Start Date and Time
1	Publication of Tender	29/09/2021
2	Download Tender Document & Online Bid Submission	29/09/2021 to 06/10/2021
3	Closing Date	06/10/2021
4	Bid Opening Date	07/10/2021

2. **DOCUMENTS REQUIRED TO BE SUBMITTED ALONGWITH THE TECHNICAL BIDS:**

All bidders shall include the following information and documents with their bids in the sequence:

i. Scanned copies of Bid document fee and EMDs.

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- ii. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business.

3. General Term and Condition.

1. Conditional Tender and tenders without earnest money will be rejected.
2. Interested bidders can download the tender document online from website. www.etenders.hry.nic.in.
3. The Administrator/Executive Engineer/Municipal Engineer, Municipal Council, Bahadurgarh or Any Committee constituted under the chairmanship of Chief Engineer, ULB, Haryana reserves the right to reject or accept any tender in full or part without assigning any reason.
4. Earnest money may be deposited in the form of online in favour of E.O., Municipal Council Bahadurgarh a scanned copy of online thereof be submitted online along with the bid and online should be deposited in Municipal Council, Bahadurgarh within time as per mention above.
5. The agency has to do the work strictly as per specification and further during the inspection of work/testing at any time in future by any Govt. Department/agency, if any deficiency in the work is noticed the agency “personally” will be responsible instead of any Municipal official. The agency is liable to pay for any recovery if found against agency due to deficiency in the work executed by that agency. Moreover the agency will bear the losses personally without any excuses.
6. In case of any dispute the Administrator/Competent Authority of Municipal Council, Bahadurgarh will be the sole arbitrator and his orders will be final.
7. The final payment of agency will be made after receiving the sample and inspection report and report of District Monitoring Committee.
8. The quantity of work can be increased /decreased depending on the requirement on site as per order of Engineer in charge.
9. In case of tender receipt/opening date happens to be holiday the tender shall be received on the next working day on the same timing.
10. No material will be supplied by the department.
11. The contractors/agencies having own tiles, kerb and channel manufacturing unit will be given preference.
12. The amount equivalent to 10% of the work done will be detained for Two Year as warrantee for any fault/damage observed in the work including any kind of damage due to faulty workmanship or 10% bank guarantee is required as security for 2 Year from the date of completion of work.
13. If at the time of submission of E-tenders, any error occurs due to technical reason of the website Municipal Council, Bahadurgarh will not be responsible.
14. Agencies should note that online tenders will be only submitted at the foresaid website www.etenders.hry.nic.in as per the detail/instructions uploaded therein.
15. No material escalation shall be given for job mix formula in the work.
16. The executing agency will be held responsible for any fault/damage observed in the work for Two Year from the date of completion and the defects will be got rectified by the agency free of cost for Two Year from the date of completion of work.
17. Further information can be obtained and schedule of quantities, the detailed plans and specifications can be seen in the office during the office hours.
18. Tender should be quoted at a percentage above or below the rate in the details of estimate in the enclosed schedule and the contractor should state the period within which he agrees to carry out the work.

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19. Each tenderer shall give proof to the entire satisfaction of the Execution Engineer concerned that he has in his possession Haryana P.W.D specification latest edition failing which his tender shall be liable to be rejected.
20. Rate should be quoted in Hindi or English, otherwise the tender can be rejected.
21. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm/contractor blacklisted by M.C Bahadurgarh and any other department.
22. The earnest money deposited for the tender will not be returned to the contractors/firms till the acceptance of tender or three months, whichever is later.
23. Sale Tax/Cess Charges/Income Tax will be deducted from the bills of contractor as per the instruction of the govt.
24. The quality control tests will be got done by department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found up to the requirement, the same will be rejected. Cost of such tests will also be borne by contractor.
25. Any ongoing work costing more than Rs. 1.00 Crore can be checked by State Vigilance Bureau Haryana as per directions issued by DULB Haryana vide memo No. TA-II/DULB/2013/7166 to 7213 dated 06.07.2015.
26. Any items of work not provided in the contract schedule of rates, if required to be executed will be paid as per Haryana PWD Schedule of rates 1988, together with the ceiling premium exhibited in the NIT for various Chapters subject to "premium or discount tendered by the contractor, where the items exist in Haryana PWD schedule of rates, 1988. The Department reserves the option to take away any item of work of any part thereof at any time during the currency of contract and re-allot to another contractor with due notice to the contractor without liability of compensation.
27. In case of bituminous work bitumen /emulsion will be arranged by the contractor from approved refinery i.e. Panipat/Mathura etc. refinery only. The Contractor shall submit original bill/voucher of the refinery while claiming the payment for the work done.
28. The agency has to get inspected the bed of the street /road to the Engineer in charge before laying lean concrete/any sort of layer.
29. The agency has to use 43 grade O.P.C cement bag only.
30. The payment of work will released upon the completion of RMC Work at any part of worksite.
31. Contractor is required to provide cautionary measurement/sign boards etc. during execution of work, and he is fully responsible for any loss/compensation in case of accident, mishap at the site of work.
32. Every payment will be released after the satisfactory report of the 3rd party inspection report/DistrictMonitoringCommitteeReport and sample testing report from Sh. Ram Lab/any other reputed institute engaged by the Municipal Council, Bahadurgarh as per instructions issued by DULB Haryana memo No. DUD/TA/2006/22373-446 Dated 10.05.2006. Final Bill will be entered in MB only after receiving these.
33. Tiles of different colours will have to be laid over water supply, sewerage OFC cable etc.
34. The agency has to cut and give it a rectangular shape before filling the Pot holes on the road and make the measurement of all the patches with concerned J.E for office record with photographs.
35. The contractor will have to make an agreement with the Municipal Council, Bahadurgarh within a week after receipt of the work order.
36. The agency has to complete the work as per specification and within the stipulated time period.
37. The Contractor will be bound to follow all the conditions written in the tender form MW4, D.N.I.T. and tender notice.

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38. For metalled road works contractor should have his own hot mix plant and all the machineries as per MORT&H specification.
39. If the agency tendered the rate less than the DNIT cost. Then the agency has to deposit the equal amount of difference i.e. (DNIT Cost – Tendered Cost) as Demand Draft/ Bank Guarantee on the name of Executive Officer, Municipal Council, Bahadurgarh and the deposited amount/ Bank Guarantee will be released after satisfactory completion of work.
40. No Work will be executed in night hours and holidays without prior permission of Engineer-in-charge.
41. Before starting the work, during the work and after completion the work agency has to provide the photographs of sites.
42. The works may have been executed by the applicant as prime Contractor.
43. Bidders should possess digital signature certificate for participating in online tendering process.
44. The contractors must be enlisted with Urban Local Bodies Department, Haryana as per guidelines issued by the DULB on Dec-2017.
45. The tender called after getting Administrative Approval only and Technical sanctioned get after tendering process from Chief Engineer, DULB. Chief Engineer, DULB is competent to variation of any item/quantity of estimate when giving technical sanction of estimate.
46. The Administrator/Competent Authority of Municipal Council, Bahadurgarh have fully right to reject any tender without any prior information/notice.
47. The Bidder/Society will be submitted separate bid documents against each work.
48. If any document during verification find illegal than Contractor/Society will be proceed for Blacklisted in his parental department and his tender will be rejected without any argument/notice.
49. Installation of equipment and freight is including no extra charge will be paid for transportation and installation of equipment.

Note :- All the relevant document should be deposit/Upload in the sequence as in terms and condition.

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TECHNICAL BID

Terms & Conditions

- 1.) Bidder should be authorized distributor or manufacturer of Adaptive Traffic Signal Controller (CDAC Technology)
- 2.) Bidder should be a more than 5 years experience company in traffic signal work (enclose – PAN NO, TIN NO & WORK ORDER COPIES)
- 3.) Bidder should be registered in MSME (Ministry of Micro, Small & Medium Enterprises), enclose MSME Certificate
- 4.) Bidder should be registered in NSIC (National Small Industries Corporation), enclose SPR Registration or Certificate copy.
- 5.) Bidder should be ISO 9001: 2015 Certified Company, enclose ISO Certificate
- 6.) Bidder should submit C.E. Certificate for Traffic light and Traffic Signal Controller
- 7.) Bidder should have a team of at least 2 Traffic Signal Engineer (Electronic / Electrical / Telecommunication), enclose Engineer's certificate copies.
- 8.) Bidder must attest copy of turnover for last year not less than 100.00 lakh.
- 9.) Bidder should have local site office with minimum stock of equipment for operation and maintenance of installed Traffic Signals., enclose registration certificate.
- 10.) Consortium with Foreigner Company is not eligible to participate in Tender.
- 11.) Bidder should provide Affidavit (Non-Judicial Stamp paper of Rs. 10) that the firm shall install the new traffic signal light (if required by Municipal Corporation, Bahadurgarh) at the same rate & terms & conditions up to next two years.
- 12.) NSIC /SSI Unit should provide valid Certificate for EMD Exemption. (Registration/E.M. number must be clearly readable).
- 13.) Municipal Secretary / Engineer, reserve the right to unconditionally accept or reject any or all tenders.
- 14.) Bidder must qualify Technical Eligibility Criteria/Terms & Conditions. (Financial Bid/Price Bid) shall not be opened of the Bidders who disqualified in Technical Bid.
- 15.) Bidder must have electric license.

PRICE BID/ FINANCIAL BID

Terms & Conditions

Bidder should tender on percentage basis rate unconditional (Including charges of all taxes, supply, Installation and commissioning & Guarantee / Warranty up to One year).

MAINTENANCE AND DEFECT LIABILITY PERIOD

The contractor will maintain the work free of cost. (Mtc. liability period for period of 2 Year) from the date of complete of job.Mtc. will include removal of all defects and work will exist free from any defects such as defective material, bad workmanship and defective design. All defects/repair/replacement of part or parts, during this period, shall be removed by the firm within 12 hours of its occurrence failing which penalty amounting to Rs.500/- per day will be levied on firm. All type of expenses shall be borne by the firm at his own level and no

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payments shall be made by department. 10% Security will be deducted from the bills and will be refunded after completion of defect and liability period i.e after 2 Years of completion of work.The security will be refunded after expiry of defect liability period the date of completion of removal of defects whichever is later.

-sd-
Executive Engineer
Municipal Council
Bahadurgarh

MUNICIPAL COUNCIL BAHADURGARH

DETAIL NOTICE INVITING TENDERS

SINGLE PERCENTAGE RATE ONLINE TENDER

On behalf of Administrator, Municipal Council Bahadurgarh Online bids on the website: <http://www.etenders.hry.nic.in> are hereby invited from the eligible contractors/firms enlisted in appropriate class/category on the approved list of ULB department for the works as mentioned below:-

1. Tenders will be received online at the website <http://www.etenders.hry.nic.in> and will be opened by the Executive Engineer, Municipal Council, Bahadurgarh.
2. Tenders must be submitted online on the Electronic Tendering system of Municipal Council, Bahadurgarh. The Technical bids / Envelopes scan copies of which are to be submitted online are required to be delivered in person by the intending contractor or his agent to the Executive Engineer, Municipal Council, Bahadurgarh.
3. **The Payment of Earnest shall be made by eligible bidders online directly through NETBANKING/ RTGS/ NEFT.**
4. Tender Fee and processing fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts
5. Tenders should be submitted online on the prescribed Form/Template which can be downloaded from the website <http://www.etenders.hry.nic.in> The prescribed form contains the conditions of contract to be executed with the contractor whose tender is accepted.
6. **As per Haryana Government, Co-operation Department, Chandigarh Notification No. 8366-C-7-2016/13818 dated 08-12-2016 all skilled works costing upto Rs. 50.00 Lacs. Each work will be reserved for Co-operative Labour and Construction Societies will be given. The L & C societies shall have to produce an attested copy of the resolution of the Co-Operative department for submission of online bids I the e-tender system.**
In case L/C society fails to submit the requirement document, then the tender will be opened for agency/contractor same day and same time.
7. As the Bids that are to be submitted online are required to be encrypted and digitally signed, the Bidders are therefore advised to obtain the same (Digital Signature Certificate) at the earliest.
8. Detail of Technical Document:-
 - I. **Enlistment empanelled/registered in ULB**
 - II. **PAN Card**
9. The Bidders can download the bidding documents from the Portal <http://www.etenders.hry.nic.in> Tender Documents Fees has to be paid online during the Bid Preparation (Hash Submission) stage but the Earnest Money Deposit has to be submitted in a separate sealed envelope (Marked ED). The physical EMD envelope should reach in the office of Executive Engineer, Municipal Council Bahadurgarh on or before 25/08/2020 upto As the details of the EMD are required to be filled at the time of Bid Preparation & Hash Submission stage, the Bidders are therefore required to keep appropriate EMD details ready for online uploading on the e-tendering system also.
Above envelops, (as applicable) shall be kept in a bigger outer envelope, which shall also be sealed.
10. In the first instance, the Envelop – ‘ED’ of all the Bidders containing the Earnest Money shall be opened online and physically. If the Earnest Money is found proper and in order, the Envelop ‘TI’ containing Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial

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Offer in Envelop in 'CI' shall be opened only of those tenderers who meet the qualification criteria as per the Bid documents. The date of opening of Financial Bid shall be fixed after the opening of Technical Bid.

11. The Contractual Agencies will submit the necessary documents as under:-
 - a. Envelope 'ED' – Earnest Money Deposit & Tender Documents Fee Envelop
Physical EMD Envelop – Earnest Money & tender documents fee receipt
Online EMD Envelope — Contractor shall also provide online, the details of the Earnest Money & Tender Documents Fee / Deposit instrument.
 - b. *Envelope 'TI' – Technical Bid Envelope*
Physical Technical Envelope –The Information and Documents / Certificates which are required to be submitted as per the conditions of the Tender documents that cannot be submitted online, if any, should be submitted in a separate envelope.
Online Technical Bid Envelope – All the information and scanned copies of the Documents / Certificates are required to be submitted online in accordance with the Tender documents.
Point wise details of Technical documents required to be upload online.
 - c. **Envelope 'CI' – Price Bid Envelope**
The intending Contractors shall fill the lump sum rate / item rate / Percentage rate online in the templates of the online tender. The Price Bid has to be submitted mandatory online.
12. In case, the Bidders have online submitted all the information and documents/ certificates required as a part of Technical Bid then, physical Envelope "TI" shall not be required. However the Executive Engineer has the right to verify the authentication of the documents submitted by the bidder online or physically.
13. The contractual agencies should submit their tender documents (Online and physical) strictly as per the Key Dates mentioned in these bid documents.
14. In case financial bid is submitted by a bidder and technical bid, earnest money deposit or other documents as required in accordance with the bid documents, are not submitted, then the bidder would be debarred from further tendering in Municipal Council Bahadurgarh for a period of minimum 2 years.
15. DNIT & Pre-qualification eligibility criteria can also be seen on any working day during office hours in office of the Executive Engineer.
16. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
17. The societies shall produce an attested copy of the resolution of the Co-Operative department for online registration in the e-tendering system of Municipal Council, Bahadurgarh.
18. Tender which is not accompanied with the earnest money or not accompanied with full amount of earnest money depicted in the NIT shall not be considered / opened.
19. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
20. If any tenderer, modifies or withdraws his tender subsequent to submitting it to the Executive Engineer, Municipal Council, Bahadurgarh, while on one hand he is liable to be blacklisted, on the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the Executive Engineer.

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21. The rates of the contractors shall remain open for a period of three months from the date of opening of the price bids and if a contractor submits a tender limiting the period of validity to a date earlier, then he shall be liable to be blacklisted and his earnest money shall stand forfeited without prejudice to other rights and remedies available to the Executive Engineer.
22. The contractor whose tender is accepted will be required to execute a contract deed in the prescribed form and will be required to furnish 5% security for the due fulfillment of this contract or alternatively at the discretion of the Engineer-in-charge it will be deducted from the running payments to be made on account of work done. (The earnest money will be treated as part of security).
23. The approval of the acceptance of tender will rest with the Administrator, Municipal Council Bahadurgarh who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of tenders received without assigning any reason.
24. No conditional tender should be given. A conditional tender is liable to be rejected out rightly at the discretion of the accepting authority. In the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tenderer to do the work at the premium or rebate/rates quoted by him without conditions. If the tenderer refuses to accept the said counter offer to do the work at the premium or rebate/rates quoted by him without the condition within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited and the tenderer shall have no claim to the same whatsoever.
25. The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm/contractor blacklisted by Municipal Council, Bahadurgarh/Haryana Govt./Govt. of India, from time to time as per the form of affidavit attached with these bid documents.
26. The earnest money deposited for the tender will not be returned to the contractor's/firm's till the acceptance of tender or three months, whichever is earlier.
27. Pre bid meeting will be held on (if applicable) (N/A)
28. Sales / Works Tax, Income Tax, Labour cess or any other tax will be deducted from the bills of contractor as per the instructions of the Govt.

**-sd-
Administrator
Municipal Council
Bahadurgarh**

**-sd-
Executive Engineer
Municipal Council
Bahadurgarh**

**-sd-
Municipal Engineer
Municipal Council
Bahadurgarh**

MUNICIPAL COUNCIL BAHADURGARH

Undertaking of Bidder

(Bidders will submit separate undertaking in support of the requirement)

(To be submitted on Non Judicial Stamp Paper of Rs. 100/-)

1. I/We..... (Name of bidder) undertake and certify that we have not been blacklisted/debarred by DULB/ ULB/ PHED, Haryana and any State/ Central Govt. or their undertaking effective as on bid submission date.
2. I/We..... (Name of bidder) undertake and certify that we have no business or connection with firm's contractor blacklisted by M.C. Bahadurgarh or any member of M.C. Bahadurgarh.
3. I/We..... (Name of bidder) undertake and certify that we are able to invest a minimum cost upto 25% (for estimated cost upto 25.00 lakh) on contract value of work, during implementation of work.

Company seal (Bidders authorized representative)

Full Name

Designation.....

Address.....

Attested

**-sd-
Administrator
Municipal Council
Bahadurgarh**

**-sd-
Executive Engineer
Municipal Council
Bahadurgarh**

**-sd-
Municipal Engineer
Municipal Council
Bahadurgarh**

SECTION-1

CONDITIONS OF E-TENDERING

Instruction to Contractor on Electronic Tendering

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of contractors on E-tendering Portal:-

All the Contractors intending to participate in the tenders processed online are required to get registered on the Electronic Tendering System on the Portal <http://www.etenders.hry.nic.in> For more details, please see the information on the Registration info link on the home page.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Notary Public / Chartered Account / Any Gazatted Officer whose stamp carrying emblem of Ashoka. Only upon the receipt of the required documents, a digital certificate can be issued.

2.3 The contractors may obtain Class-II digital certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities

2.4 Bid for a particular tender may be submitted online using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (be it due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a back up of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in Municipal Council Bahadurgarh tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Deposit of tender documents fee & earnest money deposit:

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All the fees such as tender documents fee & earnest money are to be submitted offline & are to be deposited in person with the Executive Engineer, Municipal Council, Bahadurgarh.(Concerned).

4 Set up of machine:

In order to operate on the electronic tender management system, the user's machine is required to be set up. A help file on setting up of the system is available at - <http://www.etenders.hry.nic.in>

5 Online Viewing of Detailed Notice Inviting Tenders:

The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the electronic tendering system on website <http://www.etenders.hry.nic.in>

6 Download of Tender Documents:

The tender documents can be downloaded from the Electronic Tendering System through the Portal <http://www.etenders.hry.nic.in>

7 Key Dates:

The contractors are strictly advised to follow dates and times as indicated in the Notice Inviting Tenders. The date and time will be binding on all contractors. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee and Submission of Bid Seal (Hash) of online Bids:

8.1 The Payment can be made by eligible / contractors online directly through Credit Cards / Internet Banking Accounts / Cash Cards. The contractors have to pay the cost of the tender documents online by making online payment of tender document fees using the service of the secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and credit card / online payment authorization networks.

8.2 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the time schedule (Key Dates) of the Tender.

9 Generation of Super Hash:

After the submission of Bids (Hash) by the Contractors, the bidding round will be closed and a digitally signed Super Hash will be generated by the authorized Municipal Council Bahadurgarh officers. This is equivalent to sealing the tender box.

10 Submission of actual online bids:

Contactors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation & submission after the generation of Super Hash. The process is required to be completed within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only those contactors who have submitted their bid seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A contractor who does not submit his bid seal (Hash) within the stipulated time will not be allowed to submit his bid.

Note:- *Bidders participating in e-tendering shall check the validity of his/her Digital Signature Certificate before bidding in the Tenders floated online at <http://www.etenders.hry.nic.in>*

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Executive Engineer,

MUNICIPAL COUNCIL BAHADURGARH

Municipal Council, Bahadurgarh

CONDITIONS OF CONTRACT

- Clause-1 Security deposit. This will be the same percentage as that in the tender at (d) of Pre-page:**
The person/persons whose tender may be accepted (hereinafter called contractor) shall deposit an amount equal to five percent of the estimated cost of the work with the Executive Engineer (Earnest money shall be accounted as per memorandum) within 10 days of the acceptance of the tender by way of security deposit in case of default, the earnest money already lying with Executive Engineer shall stand absolutely forfeited to” the Municipal Council Bahadurgarh or its successor in office and the contract shall stand terminated or in the alternative, at the discretion of the Engineer-in-charge, the contractor may be required to permit Municipal Council Bahadurgarh at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 5% of all moneys so payable, such deductions to be held by Municipal Council Bahadurgarh by way of security deposit. All compensation or other sums of money payable by the contractor to Municipal Council Bahadurgarh under the terms of this contract may be deducted from his security deposit or from any sums which may be due or may become due to the contractor by Municipal Council Bahadurgarh on any account whatsoever and in the event of his security deposit being deducted by reason of any deduction, the contractor shall within 10 days thereafter make good in cash as aforesaid any sum which may have been deducted from his security deposit or any part thereof.
- Clause-2 Compensation of Delay :** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer-in-Charge may levy on the estimated cost of the whole work as shown by the tender for everyday that the work remains un-commenced or unfinished, after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all such cases in which the time allowed for any work exceeds one month to, complete one fourth of the whole of the work before one fourth of the whole of time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three-fourth of the work before three fourth such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation, an amount equal to one percent which the Executive-Engineer-in -Charge may levy on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid” under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The Executive Engineer Municipal Council Bahadurgarh or in his absence Administrator, Municipal Council Bahadurgarh may on representation from the contractor, reduce the amount of compensation and his decision, in writing shall be final.
- Clause-3 Action when whole of security deposit is forfeited:** In any case in which under any clause in the contract, the contractor shall have rendered himself liable to pay any compensation to the

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Executive Engineer on behalf of the Municipal Council Bahadurgarh shall have power to adopt any of the following courses, as he may deem best suited in the interest of Municipal Council, Bahadurgarh:-

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

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

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

Power to take possession or require removal or sell contractor's plant: In the event of the Executive Engineer putting in force either of the power (a) or (c) vested in him under the proceeding clause he may, if he so desire to take possession of all or any tools, plant, materials and stores in or upon the works, or at the site thereof or belonging to the contractor or procured by

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him and intended to be used for execution of the work or any part thereof paying or allowing for the same on account at the contract rates, in case of these not being applicable at current market rates to be certified by the Executive Engineer where certificate thereof shall be final, otherwise the Executive Engineer may by notice, in writing, to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plants, materials or stores 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 Executive Engineer 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 respect and the certificate of the Executive Engineer to the expenses for such removal and the amount of the proceeds and expenses, if any, shall be final and conclusive against the contractor.

Clause- 5 **Extension of time:** If the contractor desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply, in writing, to the Executive Engineer within 30 days of the date of the hindrance but before the expiry of the contractual period on account of which he desires such extension as aforesaid and the competent authority shall, if in his opinion (which shall be final reasonable ground) be shown therefore authorize such extension of time if any so may in his opinion be necessary or proper.

Clause-5(a) **Contractor to submit a return every month on any work claimed as extra:** The contractor shall deliver in the office of the Executive Engineer on or before 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 contain the value of such work as claimed by the contractor, which value shall be based upon the prices in the contract or in Schedule of rates inforce in the District for the time being. The contractor shall include in such monthly return particulars of all claims of whatsoever kind. However arising which at the date thereof, he has or may claim to have against the Executive Engineer under or in respect of or in any manner, arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claim not so included whatsoever be the circumstances.

Clause-6 Without prejudice to the right of Municipal Council, Bahadurgarh, under any clause hereinafter contained on completion of the work, the contractor shall be furnished with the certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate shall be given nor work shall be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and clean off dirt from all wood works, floor, other parts of any building in, upon or around which the work is to be executed, or part of which he had in possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge at the expense of the contractor shall remove such scaffolding, surplus materials and rubbish and dispose of the same as he may think fit and clean off such dirt as aforesaid and the contractor shall pay the amount of all

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expenses so incurred and shall have no claim in respect of any such scaffolding or such surplus materials as aforesaid except for any sum actually realized on account of sales, thereof.

Clause-7 **Payments on intermediate certificates to be regarded as advances:** No payment shall be made for works estimated to cost less than Rs. One thousand, till the whole of the works shall have been completed and the certificate of completion given. But in the case of work estimated to cost more than Rs. One thousand the contractor not submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof as approved and passed by Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advances against the final payment only and not as payments for the works actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of due performance of the contract or any part thereof in any respect or the accruing of any claim. Nor shall it conclude, determine or effect in any way the powers of the Engineer-in-charge under these terms and conditions or any of them as far the final settlement and adjustments of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and the total amount payable for work, accordingly, shall be final and binding on all parties. The amount, payable, however, shall be determined after pre-audit of the bill by the accounts Departments authorities within fifteen days of the presentation of the bill by the Engineer-in-charge to Accounts Department, otherwise the amount already determined by the Engineer-in-charge shall become binding on both parties. Both the Engineer-in-charge and the Accounts Department shall inform the contractors by registered post about the facts of the movement of the final bill and the amount thereof.

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

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

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

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Clause -10 If the specification of estimate of the work provides for the use of any special description of materials to be supplied from Engineer-in-charge's store or if it is required that contractor shall use certain store to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning for effect of this contract specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of the materials and stores so supplied at the rates specified in the said schedule of memorandum may be set off or deducted from any sums due or thereafter to become due, to the contractor under the contract or otherwise against or from the security deposit. Materials supplied to the contractor shall remain the property of the MUNICIPAL COUNCIL BAHADURGARH and shall be kept in safe custody of contractor but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge & shall all times be opened for inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Engineer-in-charge's store if by a notice, in writing, under his hand he shall so require, but the contractor shall not be entitled to return any such materials without such consent and shall have no claims for compensation on account of any such materials to be supplied to him as aforesaid being unused by him, or any wastage in or damage to any such materials.

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

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

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

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

Clause -12 **Alterations in specifications and designs:** The Engineer-in-charge shall have power to make any alteration or omission or additions from the original specifications, drawings designs, and instructions that may appear to him to be necessary or advisable during the progress of the work

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and the contractor shall be bound to carry out the work in accordance with the instructions given to him, in writing, duly signed by the Engineer-in-charge and such alterations omissions, additions or substitutions shall not invalidate the contract & any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same rates, terms & conditions on which he agreed to do the main work. The time for the completion of the works shall be extended in the proportion that the altered, additional or substituted works bears to the original contract work and certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rate entered in the Haryana schedule of rates, subject to the same percentage above or below for items and if such class or work is not entered in the Haryana PWD Schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work. If Engineer-in-charge does not agree to his rate, he shall 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 the contractor shall commence the work or incur any expenditure in regard thereto before the rates shall have been determined herein before mentioned and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the respective Executive Engineer, MUNICIPAL COUNCIL BAHADURGARH shall be final.

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

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

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then the contractor shall be liable to pay compensation at the rate of one percent on the amount of estimate of everyday not exceeding ten days, while his failure to do so shall continue and in case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of, as the case may be, at the risk and expense of the contractor.

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

Clause 16 **Notice to be given before work is covered up:** The contractor shall give not less then five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measuring and shall not cover up or place beyond the reach of measurement without the consent, in writing, of the Engineer-in-charge or his subordinate-in-charge of the work. If any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

Clause 18 **Contractor to supply plant ladders, scaffoldings etc:** The contractor shall supply at his own cost all material except such special material, in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools appliances, ladders, cordage, scaffolding and temporary works required for proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge, as to any matter as to which, under these

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conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or material. Failing to do so, the same may be provided by the Engineer-in-charge at the expenses of the contractor, and the expense may be deducted from any money due to the contractor under the contract or from any other contract of the agency or from his security deposit or the proceeds of sale thereof or a sufficient portions thereof. The contractor shall also provide all necessary fencing & lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, actions or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

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

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

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

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

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

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

Clause 21 **Work not be sublet. Contract may be rescinded and security deposit forfeited:** The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall reassign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so or if any bribe, gratuity, gift, loan, reward or otherwise, shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Municipal Council, Bahadurgarh, in any way relating to his office or employment or if any such officer or person shall become in any way directly or the indirectly interested in the contract, the Engineer-in-charge may thereupon by notice, in writing, rescind the

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contract and security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Municipal Council, Bahadurgarh. The same consequence shall ensure as if the contract had been rescinded under clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

- Clause 22** **Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss:** All sums payable by way of compensation under any of these condition shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- Clause 22A** **Deduction of amounts due to Government on any account whatsoever to be recoverable from sums payable to a contractor:** Any excess payment made to the contractor inadvertently or otherwise under this contract or on any account whatsoever and any other sum found to be due to Municipal Council Bahadurgarh by the contractors in respect of this contract or any other contract or work order for any sum whatsoever shall be recoverable from the contractor from the payment due to him either in respect of this contract or any other work order or contract or any other account by any other department of the Haryana Government / Municipal Council, Bahadurgarh.
- Clause –23** **Changes in constitution of firm:** In the case of a tender by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.
- Clause 24** **Work to be under directions of Executive Engineer:** All works to be executed, under the contract shall be executed under the directions of and subject to the approval of the Executive Engineer, Municipal Council Bahadurgarh for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced or from time to time carried on.
- Clause 25:** **Claims for payment of any extra ordinary nature to be referred to MUNICIPAL COUNCIL BAHADURGARH for decision:** No claims for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer-In-Charge or claims for compensation where work has been temporarily brought to a standstill with no fault of the contractor, shall be allowed unless and to the extent that the same shall have been sanctioned by the Municipal Council, Bahadurgarh.
- Clause 25(A):** (i) If any dispute or difference of any kind whatsoever shall arise between the MUNICIPAL COUNCIL, BAHADURGARH /or authorized representative of MUNICIPAL COUNCIL, BAHADURGARH and the contractor in connection with or arising out of the contract, or the execution of the work that is (i) whether before its commencement or during the progress of the work or after its completion, (ii) and whether before or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred to, for being settled by the Executive Engineer-In-Charge of the work at that time and Engineer-In-Charge shall with in a period of sixty days after being requested, in writing, made by the contractor to do so, convey his decision to the contractor, and subject to arbitration as hereinafter provided, such decision in respect of every matter so referred, shall be final and binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on receipt of the decision by the Executive Engineer-In-charge as aforesaid, with all due diligence whether

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MUNICIPAL COUNCIL, BAHADURGARH or authorized representative of MUNICIPAL COUNCIL, BAHADURGARH or contractor requires arbitration as hereinafter provided for, or not. If the Executive Engineer, In-charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of sixty days from the receipt of letter communicating the decision, the said decision shall be final and binding upon the contractor and will not be a subject matter of arbitration at all. If the Executive Engineer, In-charge of the work fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days, after being requested, from the date on which request has been made to the Executive Engineer In-Charge request ADMINISTRATOR, MUNICIPAL COUNCIL BAHADURGARH that the matters in dispute be relevant to arbitration, as hereinafter provided.

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

Or

In case the arbitrator nominated by the ADMINISTRATOR, MUNICIPAL COUNCIL BAHADURGARH is unable or unwilling to act as arbitrator such for any reason, whatsoever the ADMINISTRATOR, MUNICIPAL COUNCIL BAHADURGARH shall be competent to appoint and nominate any other Executive Engineer of MUNICIPAL COUNCIL BAHADURGARH as arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

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

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

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

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

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- b) Any dispute in respect of substituted, altered, additional work/omitted work / defective work referred by the contractor for the decision of Executive Engineer In-Charge of the work if it is being heard or has already been decided by the said Executive Engineer.
- c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the MUNICIPAL COUNCIL, BAHADURGARH and has been so decided finally by the MUNICIPAL COUNCIL, BAHADURGARH.

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

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

<u>Amount of claims</u>	<u>Rate of security deposit</u>
i) For claims below Rs.10,000/-	2% of amount claimed.
ii) For claims of Rs.10,000/- and above & below Rs.1,00,000/-	5% of amount claimed.
iii) For claims of Rs.1,00,000/- and above.	7½% of amount claimed.

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

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

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

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

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

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

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

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

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

Clause 26 No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacturing of an article to be supplied under this contract e.g. fluctuation in railway freight on coal required for burning bricks will not be taken into consideration, or for an article which forms part of a finished work for purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place 'B' to form part of finished work.

Clause 27 **Lump sum estimate:** When the estimate on which a tender is made include lump-sum provision in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or the part of the work in question is not in the opinion of the Engineer-in-charge, measurable, the Engineer-in-charge may at his discretion, pay the lump sum amount entered in the estimate and the certificate, in writing, of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum payable to him under the provisions of this clause.

Clause 28 **Action where no specification:** In case of any class of work for which there is no specifications as is mentioned in Rule 1, such work shall be carried out in accordance with the district specifications and in the event of there being no district specification, then in such case, the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.

Clause 29 **Definition on work:** The expression "Work or Works" where used in these conditions shall unless specified either in subject or context repugnant to such construct or be constructed & taken to mean the works by virtue to the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

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- Clause 30** The percentage referred to at page-7 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from the Municipal Council Bahadurgarh or direct) of (1) the item of work to which the rates in the tender apply and also see the item of work which rates exist in the Haryana PWD Schedule of Rates 1988.
- Clause 31** Unless otherwise specified in the contract, the term “Engineer-in-charge” referred to in the tender and contract for the work means Executive Engineer, MUNICIPAL COUNCIL, BAHADURGARH.
- Clause 32** The contractor shall be responsible for making his own arrangements for securing licences for the materials and their transportation required for the works and Engineer-in-charge shall not be held responsible in any way for making such arrangements.
- Clause 33** The contractor undertakes that he is not related to any of the officers employed by the Municipal Council, Bahadurgarh.
- Clause 34** No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default, the pit so dug will be filled in by the department at the cost of the contractor plus 14% departmental charges.
- Clause 35** When however the final bill is likely to be for a plus amount 75% of the security deposit will be released after three months of taking the final measurement and balance 25% kept as a safeguard against any recovery becoming due as a result of the check of the final bill and will be refunded after the final bill is passed.
- Clause 36** All royalty and compensation for building stone, bajri and stone metal or any other material should be included in the rates to be quoted and is payable by the contractor.
- Clause 37** The rates given are for the finished work inclusive of octroi charges, sales tax, all duties and all other taxes as applicable and including labour cess @ 1%.
- Clause 38** It will be the responsibility of the contractor to ensure that trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. Cost of damage done, if any, will be assessed at the discretion of the Engineer-in-charge and deducted from the bill of the contractor.
- Clause 39** The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the Engineer-in-charge. He should also arrange at his own expense for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure the same shall be provided by the MUNICIPAL COUNCIL BAHADURGARH at contractor’s cost. Any dispute regarding this will be settled by the Engineer-in-charge whose decision will be final and binding. Contractor will also follow the fair wage clause attached.
- Clause 40** Any material left on the site of work after one month from the date of completion of the work shall become the property of the MUNICIPAL COUNCIL BAHADURGARH and no payment shall be made for it.
- Clause 41** The amount of the work can be increased or decreased according to the requirement of the department and no claim whatsoever on this account will be entertained.
- Clause 42** MUNICIPAL COUNCIL BAHADURGARH reserve the option to take away any items of the work or part thereof at any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation.

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- Clause 43** No claim on account of fluctuation in prices due to war or any other cause will be entertained.
- Clause 44** The contractor shall be liable to make good all damages caused by breakage from the moment the stores are handed over to his charge.
- Clause 45** No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the “list of material to be issued to the contractor” by the department and consequent delay in the execution of work.
- Clause 46** The contractor will inform the C.M.O about the employment of labourer on the work for carrying out Malaria Surveillance.
- Clause 47** The terms and conditions of the agreement have been explained to me / us and I / we clearly understand them.
- Clause 48** All type of cautionary board, signals for safe and smooth execution of work, diversion of traffic etc. shall be provided by the contractor at his own cost and nothing extra is payable on this account.
- Clause 49** With the issue of allotment letter in the name of lowest agency made by the Executive Engineer, the agreement shall stand concluded and all the clauses, terms and conditions mentioned above and in the tender form shall be applicable, even when the agreement for the work is not signed by the contractor / firm.

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CONTRACTS LABOUR REGULATIONS

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

FIXATION OF WAGES PERIODS:

5.
 - (i) The contractor shall fix wage periods in respect of which the wages shall be payable.
 - (ii) No wage period shall exceed one month
 - (iii) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of wage period in respect of which the wage are payable.
 - (iv) When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the day of expiry of the month in which his employment is terminated.
 - (v) All the payment of wages shall be made on working day.
6. **Wages book and wages slip etc.**
 - [1] The contractor shall maintain a wage book of each worker in such form as may be convenient but this shall include the following particulars.
 - (a) Rate of daily or monthly wages or contract wages.
 - (b) name of work on which employed.
 - (c) Nature of work on which employed.
 - (d) Total number of days worked during each wage period and total amount payable for the work during wage period.
 - (e) All deduction made from the wages with an indication in each case of the ground for which the deduction is made.

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- (f) Wages actually paid for each wage period.
- [2] The contractor shall also maintain a wage slip for each worker employed on the work.
- [3] The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and Slip to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.
7. [1] Fines and deductions which may be made from the wages of a worker shall be paid to him without any deduction of any kind except the following.
- a) Fines.
- b) Deductions for absence from duty i.e. from the place or places where by the term of his employment he is required to work. The amount of deduction shall be proportion to the period for which he was absent.
- c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for less or more for which he is required to account where such damage or loss is directly attributable to his neglect or default.
- d) Any other deduction which Municipal Council Bahadurgarh may from, time to time allow.
- [2] No fine shall be imposed on a worker and no deduction for damage shall made be from his wages until the worker has been given an opportunity or showing causes against such fines or deductions.
- [3] The total amount or fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to five paisa in a rupee of the wage payable to him in respect of that wages period.
- [4] No fine imposed on a worker shall be recovered from him installment or after expiry of 60 days from the date on which it was imposed.
8. **Register of fines act-8** [1] The contractor shall maintain a register of fines and of all deductions for damage or loss. Such register shall mention the reason for which fine was imposed or deductions for damage or loss, which was made.
- [2] The contractor shall maintain a list in English and local Indian Language clearly defining acts and omissions for which penalty or fine can be imposed. He shall display such list and maintain it in a clear and legible condition at conspicuous place on the work.
- 9 **Preservation of Books** – The wage book, the slip and the register of fine deductions required to be maintained under the regulation shall be preserved for 12 months after the date of last entry made in them.
- 10 **Powers of Labour Welfare Officer to make investigation or Enquiry** – The Labour Welfare Office or any other person authorized by the Municipal Council Bahadurgarh on their behalf shall have power to make enquiry with a view to ascertaining and enforcing due and proper observances of the wage clause & the provisions of these regulations. He shall investigate into any complaint regarding the default made by contractor – sub contractor in regard to such provision.
- 11 **Report of labour welfare officer.** The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the result of his investigation or enquiry to the Executive Engineer concerned indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the labourers with a note that

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necessary deduction from the contractors bill be made and wages of the other dues be paid to the labourers concerned.

12 **Appeal against the decision of Labour Welfare Officer** – Any person aggrieved by the decision and recommendation of the labour welfare officer or other person so authorized may appeal, against such decision to the Labour Administrator but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

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

14 **Inspection of Register** – The contractor shall allow inspection of the wages book and wages slip to any of his workers or to his agent at a convenient time and place after due notice received or the labour welfare officer or any other person authorized by the Municipal Council Bahadurgarh on his behalf.

15 **Submission of return** – The contractor shall maintain and submit periodical return as may be specified from time to time.

16 **Amendment** – The Municipal Council Bahadurgarh from time to time add or amend these regulations and or any question as to the application, interpretation or effect of these regulation the decision of the Labour Administrator to Haryana Government or any other person authorized by the Municipal Council Bahadurgarh in that behalf shall be final.

17 The contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him.

- a) Suitable temporary hutting accommodation.
- b) Trench Latrin, bathing enclosure, platforms, separately for men and women with regular clear Drinking Water.

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

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FAIR WAGES CLAUSES

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

Explanation:

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

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

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

NOTES:

1. All the materials, will be issued at the place of issue given and all the cost of carriage from the place of issue to the site of work will be borne by the Contractor and this is included in the rate for the work carried out by the contractor.
2. In case any quantity of cement, steel, coal or any other controlled or uncontrolled commodity for use directly on the aforesaid work of manufacturers or materials required in connection therewith, which is not utilized for the purpose for which it is issued or otherwise disposed of by him or spoiled or lost or allowed to get destroyed or used in excess of the qualities actually required to be used as per specification therein stipulated or these from fixed by the Engineer-in-charge, the cost of such quantities of the material shall without prejudice to other rights and remedies available to the Municipal Council Bahadurgarh be recoverable from the contractor on double the stock rate at which it is agreed to be supplied to the contractor or double the stock rate for the quantities issued free of cost.
3. **EXCESS / SHORT CONSUMPTION OF MATERIAL RECOVERY FROM CONTRACTOR**
 - a) **For excessive consumption of Material upto 5% (five percent).**

Recovery will be made from the contractor at issue rate plus 3% storage charges.
 - b) **Excessive consumption of material more than 5% (five percent)**

Recovery will be made from the contractor for the excessive consumption of materials at panel rate provided in the contract plus three percent storage charges.
 - c) **For short consumption of material upto 5% (five percent)**

The recovery of cost of material less consumed would be made from the contractor at issue rates.
 - d) **In case of less consumption by more than 5% (five percent).**

The rates of concerned items will be reduced where less materials might have been consumed and the same would be reduced proportionate to the materials used shorter than prescribed. However where it is not possible to determine the exact item on which less materials has been used, the cost of materials would be recovered from the contractor at issue rate and in addition the contractor will be open for disciplinary action by the Divisional Officer. In case where the items of work become non-schedule and non-agreemental due to less consumption of materials, the Executive Engineer may sanction such non – schedule and non agreement rate upto the power of his technical sanction of original work where amounts larger than those mentioned above are involved, the rates will be got approved from the competent authorities concerned who can approve such rates upto their powers to sanction estimates technically. It should also be left to the Executive Engineer to determine whether the structure is affected adversely by less consumption of material and in cases where he feels that it is likely to be so, it is for him to reject the work and decision in such matters of Executive Engineer shall be final.
4. 3% storage charges will be levied on all materials issued to the contractor from stock, the cost of which is recoverable.
5. The octroi, terminal tax, royalty and other taxes and charges on the materials issued shall be borne by the contractor.

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6. The recovery of material issued by MUNICIPAL COUNCIL BAHADURGARH store shall be made in the usual manner from the running bills for the upto date quantity of such materials issued to the contractor not withstanding that lesser quantity of material might have been consumed on the work & the balance quantity may be lying in store at the site of work.
7. Material issued at MUNICIPAL COUNCIL BAHADURGARH Store if not used at site will be returned in MUNICIPAL COUNCIL BAHADURGARH Store immediately. In case the material is not returned or lesser material is returned recovery at panel rate will be made at the rates given in the contract plus storage charges.
8. The other material mentioned in the list will be supplied to the extent of the separate security deposit of suitable amount as per direction of Engineer-in-charge.

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Schedule showing (approximately) materials issued from Municipal Council, Bahadurgarh, stores for works contract to be executed and the rates at which are to be charged for

(Not applicable)

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

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

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AFFIDAVIT

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

1. That the person / firms black listed by MUNICIPAL COUNCIL BAHADURGARH / Haryana Govt. / Govt. of India from time to time never had any connection and interest in my business.
2. That the above said contractor / persons / firms do not have any substituting in my business and
3. That the said persons / firms are not employee of my firm and are not in any way connected with my business.
4. That the said person / firms has submitted his bid online in the respective envelopes.

DEPONENT

WITNESS

DATED:

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed and I shall be held responsible if found not abide by the above mentioned items for the tender or the tender document of this work.

DEPONENT

WITNESS

DATED:

GENERAL NOTES/ CONDITIONS

1. The bidder should have empanelled/registered in ULB (as per guideline issued by DULB on Dec-2017).
2. This contract schedule of rates is on extract of the relevant items from the Haryana PWD schedule of rates, 1988 and is to be read with another schedule attached hereto namely as the “SCHEDULE OF CEILING PREMIA” for the purpose cross reference against each items the chapter no. and the item no has been indicated.
3. The above rates are for the complete items including cost of all material labour, tools and plants etc. unless otherwise specified.
4. All clauses and notes given in the Haryana PWD Schedule of rates 1988 with upto date amendments i.e. upto the date of tender shall be applicable on all above items where ever necessary.
5. The description rates units etc. of the above items shall be corrected as per Haryana P.W.D. schedule of rates 1988 in case of any error of omission.
6. Nothing shall be paid for unforeseen delays on account of non-availability of any kind of material, drawing or design etc.
7. Nothing shall be paid for the damage done by rain, floor or nay other act of God.
8. The whole work shall be carried out strictly in accordance with the Haryana P.W.D. Specification 1990 edition or as per MORT&H specification latest edition with upto date correction slips.
9. In case contract schedule of rates. Only essential portion or items has been written it will deem to cover the entire fully described in Haryana P.W.D. Schedule of rates subject to the foot notes and notes given in the Haryana P.W.D. Schedule of rates, 1988.
10. The work shall be considered to be situated within the Municipal Limit for all purpose.
11. No. claim will be entertained from the contractor in case any mistake description, rates or units accure in any of the item taken in the schedule while composing this schedule or on account of typing or comparison over sighting. If there is any mistake the same shall be rectifiable at any stage as per Haryana P.W.D. schedule of rates. 1988 by the Engineer-in-charge along with the amendments of the same received from time to time.
12. Approximate quantities have been given in the contract schedule of rate and these can vary at the time of execution of the work. The payment will however by made according to the actual work done by the contractor and accepted by the Deptt.
13. The amount of work can be increased or decreased. The contractor will have no claim on this account.
14. The items given in the contract schedule of rates can be changed by the Engineer-in-charge and its execution will be binding over the contractor.
15. No claim on account of fluctuation in prices due to any reason what so ever will be considered.

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16. The list of ceiling Premium admissible on various item contained in various chapter of Haryana P.W.D. Schedule of rates 1988 is attached with the Notice inviting Tender and shall form the part and parcel of this contract schedule of rates. All those items which do not fall within Haryana PWD schedule of rates. 1988 the ceiling premium shall be “ZERO”.
17. Any items of work not provided in the contract schedule of rates 1988 it required to be executed will be paid as per Haryana PWD schedule of rates. 1988 together with the ceiling exhibited in the NIT for various chapters subject to premium of discount tendered by the contractor where the item exist in Haryana PWD schedule of rates. 1988 in case non schedule, items the same will be governed by clause 12 of the tender documents/ approved DNIT / Tender form.
18. All the items in the contract schedule of rates are subject to the foot note as given in the Haryana PWD Schedule of rates. 1988 regarding these items.
19. The dept. Reserve the option to take away any item of work or any part thereof at any item during the currency of contract and re-allot to another contractor with the notice of the contractor without liability or compensation.
20. The items of HSR 1988 are described very briefly but the description would mean the complete description in aforesaid P.W.D. schedule of rates 1988.
21. All the pages of the tender for must be signed by the tenderer before submitting the tender failing which the tender shall be treated invalid.
22. 10% security shall be deducted from the bills and shall be refunded after one year from date of satisfactory completion.
23. The validity of the tender shall be considered as three months and no lower limit even if quoted by the by the contractor shall be considered.
24. In the D.N.I.T CSR means CONTRACT SCHEDULE OF RATES.
25. Water connection will be given to the contractor and ½% (Half Percent) charges shall be deducted from the bills of the work done including cost of material. Material required for water connection will be arranged by the contractor.
26. Bitumen required for work will be arranged by the contractor at his over cost / source.
27. Income Tax and Sale tax, work contract tax & labor welfare cess as applicable will be deducted from the bill of the contractor as per Govt. Instruction from time to time.
28. The successful tenderer shall have to sign an “Affidavit” to the effect that he has no relation or connection with the firm/ contractor black listed by the Haryana Govt./Govt. of INDIA from time to time. The form of affidavit is annexed with the DNIT.
29. Administrator reserves the right to reject any or all tenderer without assigning any reasons.

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SCHEDULE OF CEILING PREMIA

Ceiling premium applicable in Municipal Council, Bahadurgarh. w.e.f. 22.11.2011

Notification No. SE/PWD,B&R/Ambala/CZC/13 dated 10th Novemeber, 2011

The following is the list of the ceiling Premium admissible on various items contained in the various chapters of the Haryana P.W.D. Schedule of rates 1988, the same premium will be allowed on the various items contained in Schedule of rates. On all those items which do not fall within the Haryana PWD Schedule of rates 1988, the ceiling premium shall be Zero%.

Chapter No.	Description	Premium fixed	
		Labour rate.	Through rate
1	2	3	
1.	Daily wages	The rate to be paid as per minimum wages fixed by the Labour Department, Haryana Government from time to time. Where minimum wages are not fixed, Deputy Administrator's rate will be applicable	
2.	Monthly Wages	No rates fixed	
3.	Materials	NIL	
4.	Loading and unloading		
	(a) Item no. 4.1, 4.2, 4.5, 4.9, 4.10(b), 4.13, 4.20 to 4.24 and 4.25(a)	450% above	
	(b) All other items except 4.1, 4.2, 4.5, 4.9, 4.10 (b) 4.13, 4.20 to 4.24 and 4.25(a)	450% above	
5.	Carriage		
	(a) Item 5.2 (By Mechanical Transport)	(i) Upto 25Kms. 450% above (ii) Above 25Kms. 440% above	
	(b) All items other than item No. 5.2	200% above	
6.	Earth work		
	(a) Item No. 6.1 to 6.6 except item No. 6.2 (g) (iv), 6.2 (g) (v) and 6.4	425% above	
	(b) Item No. 6.2 (g) (iv)	110% above	
	(c) 6.2 (g) (v) (compaction).	135% above	
	(d) Item No. 6.4 (earth compensation).	5000% above	
	(e) Item No. 6.7, 6.10 to 6.14 and 6.16 to 6.27	370% above	
	(f) Item No. 6.8 & 6.9	370% above	
	(g) Item No. 6.15 (a) & (b) (Anti Termite)	200% above	200% above
	(h) Item No. 6.2(i) & 6.5(i) (NREGA Work)	635% above	
7.	Rock Cutting	400% above	
8.	Demolition	550% above	
9.	Centering and Shuttering	500% above	400% above
10.	Concrete		
	(a) All item except item No. 10.67 to 10.69, 10.74 to 10.76 & 10.157 to	550% above	450% above

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	10.159		
	(b) Item No. 10.67 to 10.69, 10.74 to 10.76	550% above	450% above
	(c) Item No.10.157 to 10.159	15% above	10% above
11.	Brick Work, item No.11.1 to 11.100, item No.11.101 to 11.105	600% above	600% above
12.	Stone Masonry	300% above	260% above
13.	Hoisting and Roofing		
	(a) All items except item No. 13.11, 13.13, 13.14, 13.18 and 13.43 to 13.49 and 13.89 to 13.94	300% above	240% above
	(b) Item No. 13.11, 13.13 and 13.14, (Terracing)	600% above	600% above
	(c) Item No. 13.43 to 13.49 (C.I. Items)	500% above	500% above
	(d) Item No. 13.18 G.I. Sheet roofing	400% above	300% above
	(e) item no. 13.89 to 13.90	20%	20%
	(f) item no.13.91 to 13.94	10%	10%
	(g) item no.13.95 to 13.97	-	-
14.	Flooring and Dados		
	(a) All other items except item no. 14.19 to 14.24, 14.48 to 14.70 and 14.89 to 14.96	600% above	400% above
	(b) Item No. 14.19 to 14.24 (Brick flooring)	600% above	600% above
	© (I) Item No. 14.48 (a-i) & (b-i) (Glazed tiles)	230% above	95% above
	(II) Item No. 14.48 (a-ii) & (b-ii) (Glazed tiles)	120% above	95% above
	(d) Item No. 14.49 to 14.52 (Marble Stone)	90% above	90% above
	(e) Item No. 14.53	60% above	-
	(f) Item No. 14.54 to 14.61 (Stones other than Kotah stone)	150% above	140% above
	(g) Item No. 14.62 to 14.66 (Kotah Stones items)	200% above	250% above
	(h) Item No. 14.67 to 14.70 (Wooden flooring)	200% above	200% above
	(i) Item No.14.89 to 14.91	-	(-) 15%
	(j) Item No.14.92 (a) & (b)	-	-
	(k) Item No.14.93 & 14.94	-	-
	(l) Item No.14.95 to 14.96	-	-
	(m) item No.14.97	-	-
15.	Plastering and Pointing	500% above	500% above
16.	Painting, Varnishing, White Washing/Distemping expect item No.16.79	250% above	230% above

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	(a) Item No.16.79	10% above	-
	(b) Item No.16.80	-	-
17.	Wood Work		
	(a) Item no. 17.1 to 17.89	300% above	300% above
	(b)Item No. 17.90 to 17.92 & 17.94 (Factory manufactured doors shutter)	300% above	300% above
	(c)Item No. 17.93 (flush door shutters)	180% above	165% above
	(d) Item No.17.95, 17.96, 17.98 to 17.100	10%	15%
	(e) Item No.17.97 & 17.99	10%	5%
	(f) Item No.17.101 & 17.102	10%	5%
	(g) 17.103 to 17.104	-	-
18.	Steel and Iron work		
	(a) For the items of Steel where steel is to be issued by the department on stock issue rates item No.18.22	550% above	500% above
	(b) For remaining items of structural steel and other items except Item No.18.22	550% above	500% above
19.	Lining		
	(a) All Items except Item no. 19.29 to 19.32	550% above	450% above
	(b) Items no. 19.29 to 19.32	600% above	600% above
20	Outlets	600% above	600% above
21.	Pile Foundations except item No.21.04(a) & (b)	-	400% above
	(a) Item No.21.04 (a) & (b)	-	-
22.	Well Sinking	500% above	
23	River and canal Protection works		
	(a) Item No. 23.39 only (dumping stone)	500% above	-
	(b)Labour rate of items (except item No. 23.38 & 23.39)	450% above	-
	(c)Through rate of all items except item No. 23.1 to 23.8, 23.10 to 23.37 and 23.39 to 23.47 (for estimating purpose only)	-	400% above
	(d) Item No. 23.38 (wire crates)	425% above	425% above
24	Road work		
	(a) Labour rate of all items	370% above	-
	(b) Through rate of item No. 24.34, 24.35 & 24.38 (Expansion joints and road cuts)	-	350% above
	(c) Item No. 24.36 (Barbed wire fencing).	-	400% above
25.	Maintenance of Furniture	225% above	200% above
26.	Miscellaneous	150% above	

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27.	Quantities of Materials	No rates involved	
28.	Water Supply for Plains		
	(a) All Items except item No. 28.1 to 28.6 (a to e & f to l), 28.10(a), 28.13(a), 28.18 to 28.19 and 28.50, 28.51 to 28.59	300% above	
	(b) Item No. 28.1 to 28.6 (a to e), & 28.18 to 28.19	380% above	
	(c)Item No. 28.1 to 28.6 (f to l)	380% above	
	(d) Item No. 28.50 (a) only	1200% above	
	(e) Item No. 28.50 (b to e)	380% above	
	(f) Item No.28.10(a), 28.13(a), 28.51 to 28.59	10%	
	(g) Item no.28.60	-	
29.	Sewerage and Drainage.		
	(a) Item No. 29.1, 29.2 and 29.25 to 29.51	120% above	
	(b) Item No. 29.52 to 29.56	350% above	350% above
	(c)All other items except Item No. 29.1, 29.2 and 29.25 to 29.56 and 29.93 to 29.95	450% above	450% above
	(d) Item No.29.94 to 29.95	10%	5%
30	Sanitary Installations		
	(a) All other items except Item No. 30.53, 30.59, 30.84 to 30.94 & 30.114 (b) and (d) and 30.119	340% above	340% above
	(b) Item No. 30.84 to 30.86, 30.88 to 30.91, 30.114 (b) & (d)	325% above	350% above
	(c)Item No. 30.87, 30.92 to 30.94	300% above	300% above
	(d)Item No. 30.53 & 30.59 (a) (for estimation purpose)	300% above	30% above
	(f)Item No.30.119	-	-
	(g)Item No.30.120 to 30.123	-	-
31	Electrical Installations :		
	(a) Item No. 31.1 to 31.7, 31.19, 31.20, 31.35	-	130% above
	(b) Item No. 31.8 to 31.11	-	130% above
	(c)Item No. 31.12 (a) Main switches, Category-A type	-	300% above
	(d) Item No. 31.12 (a) & (b) Main Switches & BDBs (Category-B & C only)	-	300% above
	(e) Item No. 31.25 to 31.29	-	140% above
	(f) Item No. 31.32	-	175% above
	(g) Item No. 31.13, 31.14 & 31.33	-	250% above
	(h) Item No. 31.21	-	350% above
	(i)Item No. 31.24	-	350% above
	(j) Item no. 31.22 All items, except 31.22 (iv, vi, x, xiii, xiv, xvii & xx)	-	350% above
	(k) Item no. 31.22 (iv, vi, x, xiii, xiv, xvi &	-	350% above

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	xx) Copper work		
	(l) Item No. 31.23 All items, except 31.23 (iv, vi to ix)	-	200% above
	(m) Item No. 31.23 (iv, vi to ix) copper work	-	330% above
	(n) Item No. 31.30 (Street light).	-	270% above
	(o) Item No. 31.31 (Copper bus bar chamber)	-	300% above
	(p) Item No. 31.18, All Items except 31.18 (xxxi)	-	200% above
	(q) Item No. 31.18 (xxxi) (Flush door shutter)	160% Above	150% above
	(r) Item No. 31.34 all items except 31.34 (I to vi)	-	130% above
	(s) Item No. 31.34 (I to vi) Rewinding items	-	200% above
	(t) Item No. 31.12 (c) & (d) 31.15 to 31.16	-	60% above
	(u) Item No. 31.17	-	30% above
	(v) Item No. 31.36 to 31.49 (i.e. newly added items).	-	10% above
	(w) Labour rate item no. 31.1 to 31.7, 31.21 (i) (to) (xxvi) and 31.36 to 31.39 (i.e. newly added items of copper wiring)	150% Above	Not Fixed
	(x) Item 31.50 to 31.59	Not Fixed	Not Fixed
	(y) Item no. 31.60 to 31.62	Not Fixed	Not Fixed
31.64	Supplying and fixing of copper bus bar duly tinned by means of SMC/DMC type insulator high tensile nuts and bolts spring washers fixing to same in existing panel including bending, cutting in required shape and size and insulation with color coding heat shrinkable PVC insulation complete in all respect.	P.Kg	525.00
31.65	Pdg. and fixing digital metering equipment for LT cubical panel consisting of 96mm x 96mm 0-500 V, volt meter with selector switch, Amp meter (of required ratio up to 600/5 amp.) with selector switch and required C.Ts 3 Nos., a set of 3 no phase indication lamps RYBLED	P.Set	4050.00
31.66	Supply & fixing of rotary handle for on /off operation of existing MCCB in the LT panel including fixing the same in position with all labour and material required to complete the job in all respect.		
	(i) Rotary handle up to 125 A, MCCB	Each	675.00
	(ii) Rotary handle above 125A, MCCB	Each	790.00
31.67	S/E of mark double walled corrugated (DWC) HDPE pipe laid 1 (one) mtr below ground level including digging and refilling of earth including cost of suitable size socket/cuppler for HDPE pipe including the cost of labour and material required to complete the job in all respect upto the entire satisfaction of Engineer-in-charge of		

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	the work.		
	(i) HDPE pipe 63/50 mm outer dia/inner dia.	Meter	95.00
	(ii) HDPE pipe 90/75 mm outer dia / inner dia	Meter	135.00
	(iii) HDPE pipe 145/123 mm outer dia/inner dia	Meter	235.00
31.68	Supply & Erection of Hot Dip Galvanized octagonal pole of 3mm thickness, with base plate including cost of nut and bolts and all accessories as supplied by the manufacture including cost of foundation accessories etc. The foundation bolts as per manufacturer design should be hot dipped galvanized pole complete with door locking arrangement. Terminal plate consisting of 2 Nos. 100A, 4 pole natural links including connection etc. with suitable connecting arrangement for 2 no. MCBs/ kit kat including cost of R.C.C. 1:1.5:3 for foundation of size 0.7 M x 0.7 M x 1.8 M with minimum 8 Nos. 12 mm dia longitudinal MS reinforcement rods with rings of 8mm dia not more than 200mm C.C. for fixing the pole with all labour & material required to complete the job in all respect upto the entire satisfaction of Engineer-in-Charge of the work.		
	(i) 7 Mtr. Long pole with top dia 70mm and bottom dia 130mm with base plate of size 220x220x12mm	Each	13940.00
	(ii) 8 Mtr. Long pole with top dia 70mm and bottom dia 135mm with base plate of size 225x225x16mm	Each	15320.00
	(iii) 9 Mtr. Long pole with top dia 70mm and bottom dia 155mm with base plate of size 260x260x16mm	Each	17470.00
	(iv) 10 Mtr. Long pole with top dia 70mm and bottom dia 175mm with base plate of size 275x275x16mm	Each	19630.00
32.	Working Charges of Machinery	Not fixed	
33.	Horticulture	500% above	400% above
34.	Bearing of Bridges		
	(a) All Items except item No. 34.7, 34.10 & 34.11, 34.12 and 34.13	Not fixed	
	(b) Item No. 34.7 (Neoprene Bearings)	-	200% Above
	(c) Item No. 34.10 & 34.11 (Expansion joints)	-	200% Above
	(d) Item No. 34.12 and 34.13	-	10% Above
35.	NS Item	Zero%	

Stock Issue rates:

a) Cement-

OPC 43 grade Cement Rs. 225.00 per bag of 50 Kgs cement including the

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cost of empty cement bags + 3% storage charges

- Note:**
- 1. The revised premium are based on the above mentioned issue rates of cement.**
 - 2. In case the department supplies the cement, recovery will be made on above rate irrespective of the type of the cement i.e. OPC or PPC.**
 - 3. In case contractor is allowed to use PPC cement and arranged by himself, deduction @ of Rs. 25/- per bag of 50 Kg cement will be made.**

b) Steel:

Fe-500, TMT steel bars Rs. 45,500/- per MT + 3% storage charges

- Note:**
- 1. The revised premium are based on Fe-500 TMT Steel bars of the company's TISCO,SAIL,RINL or IISCO.**
 - 2. In case the department supplies the Steel , recovery will be made on above Rates for Fe-500,TMT steel bars.**
 - 4. In case steel is to arranged by the agency is allowed to use Fe-500 TMT steel bars companies other than above but ISI marked, the deduction @ Rs. 6000/- per MT will be made.**

**-sd-
Executive Engineer
Municipal Council
Bahadurgarh**