GOVERNMENT OF HARYANA  
PUBLIC WORKS DEPARTMENT (B&R)  
OFFICE OF THE EXECUTIVE ENGINEER  
ELECTRICAL DIVISION PWD B&R  
HISAR  

**DETAILED NOTICE INVITING TENDER**

<table>
<thead>
<tr>
<th>Name of work</th>
<th>Pdg. S/R to E.I in Govt. College at Bhiwani (Re-invited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated cost</td>
<td>Rs.10.22 Lacs</td>
</tr>
<tr>
<td>Time Limit</td>
<td>3 ( Three ) Months</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs. 20500/-</td>
</tr>
</tbody>
</table>

Certified that this DNIT contains 1 to 52 pages all have been initialed and are intact
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<td>49-52</td>
</tr>
</tbody>
</table>
PRESS NOTICE

Haryana P.W. (B&R) DEPTT.

Notice Inviting Tenders

OFFICE OF THE EXECUTIVE ENGINEER, ELECTRICAL DIVISION, PWD B&R BRANCH, HISAR

DETAILED NOTICE INVITING TENDER

1. Name of work Pdg. S/R to E.I in Govt College Bhiwani (Re-invited)
2. Approx. Cost Rs. 10.22 Lacs
3. Earnest Money Rs.20500/-
4. Time Limit 3 (Three Month)
5. Tenders to be receive / open online Through e-tendering only / as per schedule key date attached in the DNIT in the O/O Executive Engineer, Electrical Division, PWD B&R Branch, Hisar

For further details visit web-site haryanapwd-bandr.org & http://haryanapmgsy.etenders.in

Executive Engineer,
Electrical Division,
PWD (B&R) Deptt, Hisar
(Phone : 01662-225651)
SECTION-1 (ii)

DETAIL NOTICE INVITING TENDER

1. Executive Engineer, Electrical Division PWD B&R Br., Hisar on behalf of Governor of Haryana invites online item rate tenders (E-tenders) from approved and eligible Bidders. Eligible bidders are, bidders registered with Haryana Govt., other State Govt., Govt. of India and other Central & State Govt. undertakings subject to the satisfaction of the qualification criteria.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Name of work</th>
<th>Estimated Cost (Rs. in Lacs)</th>
<th>Earnest Money Societies/Contractors</th>
<th>Time Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pdg. S/R to E.I in Govt. College at Bhiwani (Re-invited)</td>
<td>Rs.10.22 Lacs</td>
<td>Rs. 20500/-</td>
<td>3 Months</td>
</tr>
</tbody>
</table>

1. Bidding Documents can be downloaded online from the Portal [http://haryanapmgsy.etenders.in](http://haryanapmgsy.etenders.in) by the Contractors registered on the Portal.

2. As the Bids that are to be submitted online are required to be encrypted and digitally signed, the Bidders are advised to obtain the same at the earliest. For obtaining Digital Certificate, the Bidders may contact the representative of Next Tenders, the Service Providers of Electronic Tendering System Electronic Tendering System, Mr Manmeet Sharma – 09815034028 & Mr. Rishi Shankar Awasthi- 09878012160.

3. **Key Dates:-**

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Events</th>
<th>Start Date and Time</th>
<th>Expiry date and time</th>
<th>Envelops</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender download</td>
<td>From 23.06.11 11.00 Hrs</td>
<td>11.07.11 17:00 Hrs</td>
<td>Price bid Envelop Technical envelope</td>
</tr>
<tr>
<td>2</td>
<td>Bid preparation and hash Submission and making payment</td>
<td>27.06.11 10:00 Hrs</td>
<td>11.07.11 17:00 Hrs.</td>
<td>-do-</td>
</tr>
<tr>
<td>3</td>
<td>Technical &amp; Financial Lock</td>
<td>11.07.11 17:01 Hrs</td>
<td>11.07.11 21:00 Hrs</td>
<td>-do-</td>
</tr>
</tbody>
</table>

Contractor: Witness: Executive Engineer
<table>
<thead>
<tr>
<th></th>
<th>Event Description</th>
<th>Start Date</th>
<th>End Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Re-encryption of Online bid</td>
<td>11.07.11</td>
<td>15.07.11</td>
<td>-do-</td>
</tr>
<tr>
<td>5</td>
<td>Physical submission of EMD envelope and other documents if any</td>
<td>11.07.11</td>
<td>15.07.11</td>
<td>EMD and documents</td>
</tr>
<tr>
<td>6</td>
<td>Opening of EMD &amp; Technical bid</td>
<td>15.07.11</td>
<td>15.07.11</td>
<td>Technical envelop</td>
</tr>
<tr>
<td>7</td>
<td>Technical evaluation</td>
<td>15.07.11</td>
<td>25.07.11</td>
<td>Technical envelop</td>
</tr>
<tr>
<td>8</td>
<td>Opening of price bid</td>
<td>26.07.11</td>
<td>26.07.11</td>
<td>Price bid envelop</td>
</tr>
</tbody>
</table>

**Note:** Date of opening for price bid is tentative which can be extended further. The information to party regarding this change shall be given telephonically / on E-mail after evaluation / approval of technical bid.

4. The Bidders can download the bidding documents from the Portal http://haryanapmgmsy.etenders.in[Tender Documents Fees has to be paid online during the Bid Preparation and Hash Submission stage and Earnest Money Deposit has to be submitted in a separate sealed EMD envelope in form of Bank Draft in favour of the Executive Engineer, Electrical Division PWD B&R Br. Hisar. Desirous Contractors shall have to pay the Tender Document Fees mentioned against the work at the time of Bid Preparation and Hash Submission stage. The EMD envelop has to reach in the office of Executive Engineer, Electrical Division PWD B&R Br. Hisar on or before 15.07.2011 - 17:00 Hrs. However, as the details of the EMD are required to be filled at the time of Bid Preparation and Hash Submission stage, the Bidders are required to keep the EMD ready appropriately.

5. The tender shall be submitted by the tenderer in the following three separate envelopes online:

   1. Earnest Money - Envelope ‘ED’
   2. N.I.T. and Technical Bid - Envelope ‘TI’
   3. Tender in Form – A (Price Bid) - Envelope ‘CI’

**Note:** Online Bidders are required to submit the physical EMD in a physical EMD Envelop – ‘ED’ and any other document related to Technical Bid which cannot be submitted online in a physical Technical Envelop – ‘TI’. Price Bids
are to be submitted mandatory online and shall not be accepted in any physical from.

Reference of the EMD is to be mentioned Online. Also, in case of Technical Bids, the list of documents being submitted physically is to be uploaded online.

Above envelop, as applicable, shall be kept in a big outer envelop, which shall also be sealed. 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, the Envelop ‘TI’ containing Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelop in ‘CI’ shall be opened only if the tenderers meet the qualification criteria and availability of bid capacity as per qualification, criteria of the Technical Bid document by the Chief Engineer. The date of opening of Financial Bid shall be fixed at the time of opening of Technical Bid.

The Contractual Agencies will submit the necessary documents as under:

Envelope ‘A’ – Earnest Money Deposit Envelope

Physical EMD Envelop – Earnest Money in shape of deposit at call/Demand Draft, proof of enlistment and other proofs of machinery, if any as per requirements of DNIT etc. Online EMD Envelope—Reference details of the Earnest Money Deposit instrument and scanned copy of the Earnest Money Deposit.

Envelope ‘B’ – Technical Bid Envelope

Online Technical Envelope – All the information and scanned copies of the Documents / Certificates as require to be submitted as per the Tender. Also, the list of such documents that can not be submitted online, if any Physical Technical Envelope – All the Information and Documents / Certificates as required to be submitted as per the Tender that cannot be submitted online, if any,

Envelope ‘C’ – Price Bid Envelope

To be submitted mandatory online- Information related to Price Bid of the Tender. Both these Envelopes “A” and “B” shall be placed in another envelops of bigger size clearly marking the name of agency & name of work. In case, the Bidders have submitted all the information and documents/ certificates required as a part of Technical Bid online, physical Envelope “B” shall not be required. Envelope “B” will be only opened if the Contractual Agency fulfills condition in Envelope “A”.

The contractual Agencies can submit their tender documents (Online and physically) as per the dated mentioned in the key Dates above:-
CONDITONS:-

1) DNIT & Prequalification can be seen on any working day during office hours in office of the undersigned as well as in the office of the Superintending Engineer, Electrical Circle, P.W. D (B&R). Karnal

2) Conditional tenders will not be entertained & are liable to be rejected.

3) 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.

4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.

5) The tender without earnest money will not be opened.

6) The jurisdiction of court will be at Hisar.

7) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected. Summarily without arising any reason and no claim whatsoever on this account will be considered.

8) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of ‘Submit Bid Hash Online’. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Bids would require to be valid for 3 months from the date of bid closing.

9) A bidder shall not be permitted to bid for works in the Circle responsible for award and execution of contracts in which his or his spouse’s near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).

10) No engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the Contractor or any of his employees is found any time to be such
a person who had not obtained the permission of the Government as aforesaid before
submission of the tender or engagement in the contractor’s service.

For and on behalf of Governor of Haryana

Executive Engineer,
Electrical Division PWD B&R
Hisar
(Phone :01662-225651)

Endorsement No. Dated

A copy of above is forwarded to the following for information and wide publicity:
(1) Deputy Commissioner Hisar.
(2) Engineer-in-Chief Haryana, PWD B&R Branch Chandigarh
(3) Superintending Engineer, Electrical Circle, P.W.D. B&R Br., Karnal.
(4) All SDE’s under Electrical Division Hisar.
(5) All approved Contractors of PW(B&R) Deptt. of appropriate class .Contractors of Haryana.

Executive Engineer,
Electrical Division PWD B&R
Hisar
(Phone : 01662-225651)
SECTION-1 (iii)

Instruction to Contractor on Electronic Tendering

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

2. Registration of the Contractors on the Haryana PW(B&R) Deptt.’s website
http://haryanapmgsy.etenders.in

All the Contractors registered / intending to register with Haryana PW(B&R) Deptt. and intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal http://haryanapmgsy.etenders.in

For more details, please see the information in Registration info link on the home page.

3. Obtaining a Digital Certificate:

3.1 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.

3.2 A Digital Certificate is issued upon receipt of mandatory identity proofs and verification letters attested by the bankers with whom the contractor maintains the accounts with. Only upon the receipt of the required documents, a digital certificate can be issued.

3.3 The registered contractors may obtain Class II B digital certificated from any Certifying Authority or Sub- certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required to issue of digital certificate from:

1. Nex Tenders (India) Pvt. Ltd.
   YUCHIT, Juhu Tara Road,
   Mumbai – 400049
   Email: Chandigarh@nextenders.com

3.4 Bid for a particular tender may be submitted only using the digital certificate, which is used to encrypt the data and sign the hash during the stage of bid preparation and hash submission. In case, during the process of a particular tender,
the user looses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem); he may not be able to submit the bid online. Hence, the users are advised to back up to certificate and keep the copies at safe place under proper security to be used in case of emergencies.

3.5 In case of online tendering, if the digital certificate issue 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 to that User. The firm has to authorize a specific individual via 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 for Haryana PWD B&R tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of management/partners of the registered firms to inform the certifying authority of Sub/Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue a ‘authorization certificates’ for the new user. The procedure for application of a digital certificate will remain the same for the new user.

3.6 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.

4. Opening of an Electronic Payment Account:

4.1 For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service as mentioned in the D.N.I.T.

4.2 For the list of payments using which the online payments can be made, please refer to the Home page of the Portal http://haryanapmsgy.etenders.in.

5. Set up of machine

5.1 In order to operate on the electronic tender management system, a user’s machine is required to be set up. A help file on setting up of the system can be obtained from next Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - http://haryanapmsgy.etenders.in.

6. Online Viewing of Detailed Notice Inviting Tenders:
6.1 The contractors can view the detailed N.I.T and the time schedule (Key Dates) for all the packages floated using the electronic tendering system on the Haryana PWD B&R website http://haryanapmgsy.etenders.in

7. Purchase of Tender Documents:
   a) Download of Tender Documents: The tender documents can only be downloaded from the Electronic Tendering System on the Portal http://haryanapmgsy.etenders.in

8. Submission of Bid Seal (Hash) of online Bids:
   8.1 Submission of bids will be preceded by submission of the digitally signed bid seal (Hash) as stated in the tender time schedule (Key Dates) of the Tender.

9. Generation of Super Hash:
   9.1 After the time of submission of Bid Seal (Hash) by the Contractors has lapsed, the bid round will be closed and a digitally signed tender Super Hash will be generated by authorized Haryana PWD B&R official. This is equivalent to sealing the tender box.

10. Submission of actual online bids:
    10.1 Contractors have to submit their encrypted bids online and upload the relevant documents for which they generated the hash at the stage of hash generation and submission after the generation of Super Hash within the date and time as stated in the Notice Inviting Tenders (Key Dates). The electronic bids of only the contractors 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.

11. Submission of Tender Document Fees:
    11.1 The Payment can be made by eligible / approved contractors online directly or thought Approved Traditional Financial Instruments. Arrangements have been made for contractors to make payments online via Credit Card / Internet Banking Accounts / Cash Cards. The contractors have to pay for 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.

12. **Submission of Earnest Money Deposit:**
   
   12.1 The EMD Payment can be made by eligible / approved contractors through Approved Traditional Financial Instruments.
   
   12.2 Contractors have to submit the EMD physically in a sealed physical envelope and the same should reach the office of concerned Executive Engineer as mentioned in the Tender Notice.

13. **Key Dates:**

   13.1 The contractors are strictly advised to follow dates and times 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 time of the stage as defined in the Notice Inviting Tenders.

**Other Information:**

1. The intending Contractors shall fill in the item rate in the online templates in of the online tender. The Price Bid has to be submitted mandatory online.

2. The Earnest Money Deposit and Technical Bid Documents that cannot be submitted online, if any should be put in separate sealed envelopes and these sealed envelopes together with the documents listed below should be sealed in another cover and delivered to this office before the date and time mentioned in the Tender Notice.
   
   i. A list of all documents accompanying the sealed envelopes containing the tender documents.
   
   ii. Duly accepted power of Attorney in original along with its two certified copies in the name of tenderer or authorized representative to act on behalf of the agency.
   
   iii. Documents in respect of payment of earnest money.

3. a) Tender must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work, the tenderer shall adopt only the three envelope system.
b) The tender conditions shall be placed alongwith the pricing separately for each condition in lieu of its assumed withdrawal by the tenderer in the second envelope marked as “Condition and the pricing for withdrawal of each condition” in case of manual submission. The envelope must contain pricing of each condition of the tenderer, whatsoever. In case of non-compliance of partial compliance by the any tenderer in this respect, his price bid and the tender shall not at all be considered.

4. The second envelop – Price Bid envelope has to be submitted mandatory online and shall not be accepted physically under any circumstances. In case any tenders does not comply with procedure given above, will be presumed that he is not interest in the work and the work shall not be let out to him, further he may be de-listed without further notice to him for failing to abide by the strictly approved terms of detailed notice inviting tenders for this work.

5. The tenders which are not accompanied by the earnest money or proof or earnest money or do not strictly follow the technical requirement, are liable to be rejected summarily.

6. Tenders quotations which are dependent upon the quotations of another tender shall be summarily rejected.

7. The tender of the bidders who does not satisfy the qualification in the bid documents are liability to be rejected summarily without arising any reason and no claim what so ever on their account will be considered.

Executive Engineer,
Electrical Division PWD B&R
Hisar
(Phone : 01662-225651)
SECTION-2 (i)  
INSTRUCTIONS TO BIDDERS

General  
1. Brief particulars are listed below, However tender documents may be referred to for correct appreciation of scope of work, conditions of contract, specifications etc.

<table>
<thead>
<tr>
<th></th>
<th>Name of Work</th>
<th>Pdg. S/R to E.I in Govt. College at Bhiwani (Re-invited)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Scope of work</td>
<td>Pdg. S/R to E.I in Govt. College at Bhiwani</td>
</tr>
<tr>
<td>3</td>
<td>Construction Period</td>
<td>3 Months</td>
</tr>
<tr>
<td>4</td>
<td>Estimated cost of the project</td>
<td>Rs.10.22 Lacs</td>
</tr>
<tr>
<td>5</td>
<td>Validity of the tender</td>
<td>90 days after deadline date for submission of tenders</td>
</tr>
<tr>
<td>6</td>
<td>Cost of tender documents (non refundable)</td>
<td>Rs 1000/-</td>
</tr>
<tr>
<td>7</td>
<td>Earnest Money to be accompanied with the tender</td>
<td>Rs.20500/-</td>
</tr>
<tr>
<td>8</td>
<td>Security deduction from running bills</td>
<td>10% subject to a maximum of 5% of the agreement amount.</td>
</tr>
</tbody>
</table>

2. Important dates etc. in respect of this tender are listed below:

<table>
<thead>
<tr>
<th></th>
<th>Date and Time for Opening of EMD and Technical Envelopes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date and Time for Opening of Bid</td>
<td>Executive Engineer Electrical Division PWD B&amp;R Hisar</td>
</tr>
<tr>
<td>3</td>
<td>Date and Time for Opening of Price Bid:</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Officer Inviting Bids</td>
<td>Executive Engineer Electrical Division PWD B&amp;R Hisar</td>
</tr>
</tbody>
</table>

Contractor   Witness   Executive Engineer
1. In case the day of opening of tenders to be a holiday, the tender will be opened of the next working day at the same venue at the same time. However, the time, date & place of receipt of tenders and other conditions will remain unchanged.

2. Canvassing of any kind is prohibited.

3. Bidding is open to all eligible bidders meeting the eligibility criteria. One bidder can submit only one bid. All cost of preparing tender including visits to site and carrying out investigations and research are to bidder’s account.

4. PWD may modify the bidding documents by using addenda before the deadline for submission of bids. Any addendum thus issued shall become a part of bidding documents.

5. Bidders shall not be under a declaration of intelligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

6. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, road, aggregates etc. and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the works. Particular attention may be given regarding availability of water. Water which is not suitable for construction as per relevant IS standards will not be allowed to be used under any circumstances.

7. The Bidder in his own interest is advised to familiarize himself regarding rate of taxes, duties, cess, surcharge etc applicable under this contract.

8. Bids shall remain valid for a period of 3 months after the deadline date for bid submission specified in Clause 20 of ITB, A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

9. The Engineer-in-Charge for the purpose of this agreement means Executive Engineer in-charge of the work.

Executive Engineer  
Electrical Division PWD B&R  
Hisar
SECTION-2 (ii)

ELIGIBILITY FOR AWARD OF CONTRACT

(1) To qualify for award of the Contract, each Bidder in its name should have in the approved list of Electrical Wing of PWD B&R Karnal in appropriate category.

a) The applicant should have satisfactorily completed at least three similar works costing each not less than amount equal to 25% of cost of work or two works each costing not less than 30% of cost of work or one work costing not less than 40% of cost of work. This should be certified by an officer not below the rank of Degree/Diploma holder of electrical work/Project Manager or equivalent.

2. The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees would be involved in this work.

3. The contractor or his identified sub contractor should possess required valid license for executing the Electrical Engineering works and should have executed similar Electrical Engineering works.

Executive Engineer
Electrical Division PWD B&R
Hisar
SECTION-3
Stereo B & R No. 28

Name of Agency -------------------------------------------------------------------------------------------------------------------------------------
Name of work : Pdg. S/R to E.I in Govt. College at Bhiwani (Re-invited)

(Appr. Cost Rs.10.22 Lacs)

PUBLIC WORKS DEPARTMENT

Head Clerk
District : Hisar

(FORM F-1)

Accountant                      Executive Engineer Electrical Division PWD B&R Hisar

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted on a board hung up in the office of and signed by the Executive Engineer and would also be advertised in the newspapers as well.

   This Form will state the work to be carried out, as well as, the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with tender and the amount of the security deposit, to be deposited by the successful tender and the percentage, if any, to be deducted from bills Copies of the specifications, designs and drawings, estimated rates/ Haryana PWD Schedule of rates 1988 and any other document required in connection with the work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractors at the office of the Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

4. The Executive Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors or their authorized representatives or Agents who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable Form. In the event of a tender being accepted, a receipt for earnest money forwarded there which there upon be given to the contractor who shall for the purpose of identification sign. Copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the tenderer concerned.

5. The Executive Engineer shall have the right of rejecting all or any of the tenders.

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

7. The receipt issued by an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgment of such payment to the Executive Engineer unless the same is signed by the concerned Executive Engineer.

8. The memorandum of work tendered for and the memorandum of materials to be supplied by Public Works Department and their issue rates, shall be filled in and completed in the Office of the Executive Engineer before the tender form is issued. If a form is issued to an intending tender without having been so filled in & completed he shall request the office to have this done before he completes and delivers his tender.
TENDER FOR WORKS

1. I/We hereby tender for the execution for the Government of Haryana here in after referred to as Government of the work specified in the under written memorandum within the time specified in such memorandum at ………………………………percent above or below the rates entered in the estimate Hr. P.W.D. Scheduled of rates 1988, form mentioned in Rule and in accordance in all respects with the specifications, drawings, and instructions in writing referred to in Rule I here of and in clause II of the annexed conditions are and with such materials as are provided for by such in all other respects in accordance with such conditions do far as applicable.

MEMORANDUM

(a) General Description :

(b) Estimated cost : Rs. 10.22 Lacs

(c) Earnest money: Rs. 20500/-

(d) Security deposit (including earnest money): 10% subject to a maximum of 5%.

(e) Percentage, if any to be deducted from bills : 10% (as percentage) subject to maximum of 5% of the agreement amount

(f) Time allowed for the work from the date of written order to commerce 3 Months.

Contractor Witness Executive Engineer
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Note: To be continued on additional sheets as found necessary.

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

The sum of Rs. ________Lacs / ________Lacs deposited by Contractors vide Govt. Receipt No. .................... dated .................... as earnest money the full value of which is to absolutely forfeited to the Government of its successors in office, without prejudice to any other rights or remedies including action under clause 2 and 3 of the condition of contract annexed hereto of the said Government or its successors in office, should I/We fail to commence the work specified in the above memorandum or (a) otherwise the said sum of Rs. ________Lacs / ________Lacs (b) shall be retained by Government on account of the security deposit in Clause-I (b) of the said conditions of contract.

Dated, the .................... day of .................... 2011

Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of the Government

Contractor  Witness  Executive Engineer
SECTION-4 (i)

CONDITIONS OF CONTRACT

1. The person/ persons whose tender may be accepted (hereinafter called the Contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 10% subject to a maximum of 5% of all moneys so payable. Such deductions shall be held by Government by way of security deposit. All compensation or other sums of money payable by the Contractor to the Government under the terms of this contract may be deducted from the security deposit account or from any sums which may be due or may become due to the Contractor by Government on any account whatsoever. In the event of his security deposit being reduced by reason of any such deduction, the Contractor shall within ten days thereafter make good in cash any sum or sums which may have been deducted from his security deposit.

2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (Completion of work within stipulated 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 0.5% (half percent) of the agreement amount, rounded off to the nearest thousand, per week or part thereof for the period that the completion date is later than the indented completion date. Liquidated damages at the same rate shall be withheld if the contractor fails to achieve the milestones given below. However, in case the contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the contractor by adjustment in the next payment certificate. The total amount of liquidated damages shall not exceed 10% (Ten percent) of the agreement amount. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s other liabilities.

The milestones to be achieved are as under:-

1. 1/8th of the entire contract work upto 1/4th of the period allowed for completion of works.
2. 3/8th of the entire contract work upto ½ of the period allowed for completion of works.
3. 3/4th of the entire contract work upto 3/4th of the period allowed for completion of works

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

The Superintending Engineer Electrical Circle PWD B&R Br., Karnal may on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

Contractor

Witness

Executive Engineer
The **Intended Completion Date** is the date on which it is intended that the contractor shall completed the works. The Intended Completion Date may be revised by issuing an Extension of time.

3. In any case, in which under any clause or clauses of this contract the Contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by installments), the Executive Engineer on behalf of the Government shall have power to adopt any of following course as he may deem best suited to the interest of Government.

   (a) To rescind the contract of which rescission notice in writing to the Contractor under the hand of the Executive Engineer dispatched by registered post to the address of the Contractor given in the Tender shall be conclusive evidence and in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.

   (b) To employ labour and to supply materials to carry out the work, or any part of the work debiting the Contractor with the cost of the labour and the price of the materials and crediting him with the value of the work done at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the Executive Engineer as to the value of the work done, and quantity, rate & amount of the labour and material employed for doing the work shall be final and conclusive against the Contractor.

   (c) To measure the work of the Contract or 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 such case, any expends which may be incurred in excess of the sum which would have been paid to the original Contractor shall be borne and paid by the original Contractor. Certificate in writing of the Executive Engineer in respect of work taken out of the hands of original Contractor, and the excess expenditure incurred shall be final and conclusive. This money may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit.

In the event of any one or more of the above courses being adopted by the Executive Engineer, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advances on account of or with a view to the execution of the work for the performance of the contract.

In case the action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work actually executed under the contract, unless and until the
Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

4. 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 be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for past and future compensation shall remain unaffected.

In the event of the Executive Engineer exercising either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants materials and stores in or upon the works, or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final.

Otherwise the Executive Engineer may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools and plant material or stores from the premises within a time to be specified in such notice. 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 respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expenses of any such sale be final and conclusive against the Contractor.

5. If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to Executive Engineer within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid. The Superintending Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown there-for, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

5.A Contractor shall deliver in the office of the Executive Engineer, on or before the 10th day of every month, a return showing details of any work claimed for as extra and such return shall also contain the value of such work as claimed by the Contractor, which value shall be based upon the rates and prices mentioned in the contract or in the Haryana Schedule of Rates read with the premiums fixed by the Central Zonal Committee on the approval of Direction Committee of Chief Engineers as in force on the date of submission of the tender (these two documents read together to be hereinafter referred as HSR). The Contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at the date thereof he has or may claim to have against the Government under or in respect of or in any manner arising out of the execution of work. The Contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any claims not so included whatsoever be the circumstances.

6. Within 10 days of the completion of the Work, the contractor shall give notice of such completion to the Engineer-in-charge. Within 30 days of such notice the Engineer-in-charge shall get the work inspected. If there is no defect in the
work, he without prejudice to the right of Government under any clause thereafter contained shall furnish the Contractor with a certificate of completion, otherwise a provisional certificate of completion indicating (a) defects to be rectified and/or (b) for which payment shall be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise, shall be issued, nor the work shall be considered to be complete until the Contractor shall have removed from the premises all scaffolding, surplus material, rubbish etc. and cleaned off dirt from all wood work, doors, windows, walls, floors etc. and not until the Work shall have been measured by the Engineer-in-charge. If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for completion of the work, the Engineer-in-charge may, at the expense of the Contractor, clean off such dirt as aforesaid and remove such scaffolding, surplus materials, rubbish etc. and dispose off the same as he thinks fit. The Contractor shall pay forthwith the amount of all expenses so incurred. Further, the Contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

7. The Contractor shall, on submitting bill there-for, be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-charge, whose certificate of the sum so payable shall be final and conclusive against the Contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed. The running/interim payments shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected. Nor shall it be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim of the Contractor. Nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

8. A bill shall be submitted by the Contractor each month on or before the date fixed by the Engineer-in-charge for the work executed in the previous month. The Contractor shall submit all bills on the printed forms available with the department. The charges in the bills shall always be entered at the rates specified in the tender. In case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work. Final bill in respect of the Contract shall be submitted by the Contractor within 30 days of the date fixed for completion of the Work or the date of the certificate of completion furnished by the Engineer-in-charge. Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, if possible, before the expiry of 10 days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the
said work in the presence of the Contractor, whose countersignature to the measurement list will be sufficient warrant. The Engineer - in - charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

If the Contractor fails to attend at the measurements, or fails to countersign or to record the difference within 7 days from the date of measurement in the manner required by the Engineer-in-charge, then measurements taken by the Engineer-in-charge or by the subordinate deputed by him, as the case may be, shall be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

Any excess payment made to the Contractor inadvertently or otherwise under this contract or any account whatever and any other sum to be due to Government by the Contractor in respect of this contract or any other contract or any other contract or work order or on any account whatever may be deducted from sum whatever payable by Government to the Contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government.

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

10. If it is required that the Contractor shall use certain store to be provided by the Engineer - in – charge, the Contractor shall be supplied with such materials and stores at such prices as specified in the Schedule attached hereto. 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 materials and stores so supplied at the rates specified in the said Schedule may be set off or deducted from any sums then due or thereafter to become due to the Contractor under the contract, or otherwise against or from the security deposit. All materials supplied to the Contractor shall remain the property of the Contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer - in - charge, and shall at all times be open to inspection by him. Any such materials remaining 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. But the Contractor shall not be entitled to return any such materials unless the Engineer-in-charge consents such return, and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage or damage to any such materials.

11. The Contractor shall execute the whole and every part of the work in most substantial and workman like manner and both as regards materials and otherwise in every respect in accordance with the specifications. The Contractor shall also conform exactly fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer - in – charge and lodged in the office and to which the Contractor shall be entitled to have
access at such office, or at the site of the work for the purpose of the inspection during office hours. The Contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawing and instructions as aforesaid.

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

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

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

12. The Engineer-in-Charge shall have power to make any alteration in, omissions from, addition to or substitutions for the original specifications, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with such instructions given to him in writing signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. Such altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion.

The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

a) If the rates for altered, additional or substituted work are specified in the contract for the Work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for work.

b) If the rates for the altered, additional or substituted work are not specifically provided in the contract for the Work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

c) If the altered, additional or substituted work includes any work for which no rate is specified in the contract and can not be derived from the similar class of work in the contract, then such work shall be carried out at the HSR rates subject to the same percentage above or below as
the total tendered amount bears to the estimated cost of the entire Work put to tender.

d) If the rates for the altered, additional or substituted work can not be determined in the manner specified above then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer - in - charge of the rate which he intends to charge for such class of work. If the Engineer - in – charge does not agree with this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined lastly herein before mentioned, then 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 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 Superintending Engineer of the circle shall be final.

13. If at any time after the commencement of the work, the Government shall for any reason whatsoever not require the whole work, or part thereof, as specified in the contract to be carried out, the Engineer - in - charge shall give notice in writing of the fact to the Contractor who shall have no claim to have any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, that which he did not derive in consequence of the full amount of the work not having been carried out. The Contractor shall also not have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

14. If it shall appear to the Engineer - in - charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made within 6 months of the completion of the Work from the Engineer - in - charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so within a period to be specified by the Engineer - in - charge in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1% of the estimated cost of the Work (as shown in the tender) for every day not exceeding ten days, while his
failure to do so shall continue. In the case of any such failure, the Engineer - in - charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may, be at the risk and expense in all respects of the Contractor.

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

16. The Contractor shall give not less then 7 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 the same may be measured and correct dimensions thereof be taken before the same is so covered up, placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer - in - charge or his subordinate - in - charge of the work. If any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expenses or in default there of no payment of allowances shall he made for such work or the materials with which the same was executed.

17. If the Contractor or his workers shall break, deface, injure or destroy any part of building in which they may be working, or any building, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, grass or cultivated ground contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause what ever or if any defect, shrinkage or other faults of imperfections appear in the Work within 12 months after a certificate final or otherwise of its completion shall have been given by the Engineer - in – charge as aforesaid, the Contractor shall, upon a receipt of a notice in writing in that behalf, make the same good at his own expense. In default, the Engineer - in - charge may cause the same to be made good by other workmen and deduct the expense from any sums that may be then, or at anytime thereafter may become due to the Contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

18. The Contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the Contract be supplied from Engineer-in-charge’s stores), plant, tools, appliances, implements, ladders,
cordage, tackle, scaffolding and temporary works requisite 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 requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there-for 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 work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the Work or materials. Failing his so doing the same may be provided by the Engineer – in – charge at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor or from his security deposit or the proceeds of sales thereof or of sufficient contract portion thereof.

The Contractor shall also provide all necessary fencing and lights required to protect the public from accident. He shall be bound to bear the expenses of defense of every suit, action or other proceedings, at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the Contractor be paid to compromising any claim by any such person.

The Contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour and for their payment, housing, feeding and transport. The Contractor, shall if required by the Engineer-in-charge, deliver him a return in detail at specified intervals showing the staff and the numbers of several classes of labour from time to time employed by the Contractor for the Work. The Contractor shall abide at all times by all applicable labour laws and rules made there-under, regulations, notifications and bye-laws of the State or Union Government or Local Authority. The Contractor shall keep the Government indemnified in case any action is taken against the Government on account of contravention of any of the provisions of any Act or rules or regulations etc. The Engineer - in – charge shall have full powers, at all times, to object to the employment of any staff or workman on the Works by the Contractor. If the Contractor shall receive notice in writing from the Engineer - in - charge requesting the removal of any such person or persons from the work, the Contractor shall comply with the request forthwith. No such person shall be re-employed or reinstated on works by the Contractor at any time except with the previous approval in writing of the Engineer - in - charge. The Contractor shall not be entitled to demand the reason from the Engineer - in – charge for requiring the removal of any such person.

In every case in which by virtue of the provisions of section 12 sub section (1) of the workman’s Compensation Act, 1923 Government is obliged to pay compensation to a workman employed by the contractor in execution of works, Government will recover from the contractor the amount of the compensation to be paid and without prejudice to the rights of Government under Section 12 sub section (2) of the Act, Government shall be at liberty to recover such amount of
any part Contract may be rescinded and security deposited forfeited for inbleting bribing or if contract becomes insolvent.

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

21. The contract shall not be assigned or sublet without the written approval of the Engineer - in - charge. And if the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any in-solvency proceedings or make any composition with his creditors or attempt to do so or give any bribe, gratuity, gift, loan, requisite reward of advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Engineer - in - charge may thereupon by notice in writing rescind the Contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Government and the same consequences shall ensure as if the Contract had been rescinded under Clause 3 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work there-for actually performed under the Contract.

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

22.A. Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever and any other sum bound to be due to Government contractor in respect of this contract or any other contract or work order or on any account whatever may be deducted from sum whatever payable by Government to the contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government.

23. In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer - in - charge for his information. Also, all changes in postal address of the Contractor shall be notified by him to the Executive Engineer-in-charge through a registered in-land letter only or an acknowledgement of the Executive Engineer on the photocopy of the notification. All notices sent to the address given in the tender, or notified under this clause by the Contractor to the Executive Engineer – in – charge shall be sufficient notice to the Contractor and no plea of letter not having been delivered to him shall be admissible as a defense of the Contractor on any matter.

24. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge and Superintending Engineer who shall be entitled to direct at what point or
points and in what manner they are to be commenced and from time to time carried on.

25. No claims for payment of an extra ordinary nature such as claims for a bonus for extra 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 though no fault of the Contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Haryana Govt. under the signature of its Secretaries.

25.A Dispute

(1) If any dispute or difference of any kind whatsoever shall arise between the Governor of Haryana/his authorized agent 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 the time and, he shall within a period of sixty days after being requested in writing by the contractor to do so, convey his decision to the contractor, and subject to arbitration as 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-Incharge as after said, with all due diligence whether he or the Governor of Haryana / his authorized agent requires arbitration as hereinafter provided or not. If the Executive Engineer-Incharge 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, Incharge 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 from the date on which request has been made to the Executive Engineer Incharge request to the Engineer-In-Chief, that the matters in dispute be referred to arbitrator, as hereinafter provided.

2. All dispute or differences in respect of which the decision is not final and conclusive shall at the request in writing of either party, made in a communication sent through Registered A. D. Post, be referred to the sole arbitration of any serving, Superintending Engineer, or Chief Engineer of Haryana PWD B&R Br., to be nominated by designation by the Engineer-In-Chief, Haryana PWD B&R Br., at the relevant time. It will be no objection to any such appointment that the arbitrator so appointed is a Govt. servant or that he had to deal with the matters to which the contract relates and that in the course of his duties as a Government servant, he had expressed his views on all or any of the matter in dispute. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor-in-office, as such shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

In case the arbitrator nominated by the Engineer-in-Chief, is unable or unwilling to act as such for any reason, what so ever, the Engineer-In-Chief, shall be competent to appoint and nominate any other Superintending Engineer or Chief-Engineer, as the case may be, as
arbitrator in his place and the Arbitrator so appointed shall be entitled to proceed with the reference.

3. It is also a term of this arbitration agreement that no person other than a person appointed by the Engineer-In-Chief, Haryana PWD B&R Br., 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.25,000/- (Rs. Twenty Five thousands only), the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.

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

5. The following matters shall not lie within the purview of arbitration:-

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

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

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

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

7. It is also a term of this arbitration agreement that where the party invoking arbitration is the contractor, no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the Executive Engineer, Incharge of the work, a security deposit of a sum determined accordingly 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 in the absence of any such cost being awarded, the whole of the sum will be refunded to him within one month from the date of the award:-

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Amount of claims</th>
<th>Rate of security deposit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>For claims below Rs. 10,000/-</td>
<td>2% of amount claimed</td>
</tr>
<tr>
<td>2</td>
<td>For claims of Rs. 10,000/- and above &amp; below Rs. 1,00,000/-</td>
<td>5% of amount claimed.</td>
</tr>
<tr>
<td>3</td>
<td>For claims of Rs. 1,00,000/- and above</td>
<td>7½% of amount claimed.</td>
</tr>
</tbody>
</table>

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.

8. The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.

9. Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months :-
(a) of the date of completion of the work as certified by Executive Engineer, incharge, or
(b) of the date of abandonment of the work, or
(c) of its non-commencement within 6 months from date of abandonment, or
written orders to commence the work as applicable, or
(d) of the completion of the work through any alternative agency or means after withdrawal of the work from the contractor in whole or in part and/or its recission, or
(e) of receiving an intimation from the Executive Engineer, Incharge of the work that final payment due to or recovery from the contractor had been determined which he may acknowledge and/or receive.

Whichever of (a) to (e) above 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.

10. It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first invoking 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 Govt. to terminate the contract and make alternative arrangements for the completion of the work.

11. The arbitration shall be deemed to have entered on the reference on the day he issued 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.

12. 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 and Conciliation Act, 1996, or any other law in force for the time being.

26. The Contractor shall obtain from the stores of the Engineer - in - charge all stores and articles of European or American manufacture which may be required thereof or on connection there with unless he has obtained permission in writing from the Engineer - in – charge to obtain such stores and articles else where. The value of such stores and articles as may be supplied to the Contractor by the Engineer - in - charge will be debited to the Contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

26.A Any fluctuations in Railway rates which may occur during subsistence of and affecting freights of any material to be supplied under this contract shall be brought to the notice of the Engineer - in – charge by Contractor within fifteen days from such date without prejudice to the rights of Government should the Contractor fail to comply with the above requirement any excess or short charge on account of such increase or decrease shall credited to or recovered from the Contractor. 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 manufacture of an article to be supplied under this contract e.g. fluctuation of railway freight on coal enquired for burning bricks will not be taken into consideration or for an articles which from part of a finished work or 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 from part of a finished work.

27. Work shall be carried out in accordance with the Haryana PWD Specifications 1990 (to be read with up to date A&C slips). In the event of there being no specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer - in – charge.

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

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

30. The percentage referred to in clause 1 of these Conditions of Contract will be calculated on the gross amount (value of finished work including cost of materials whether issued by the Government against price or direct) or (i) the items of work to which the rates in the tender apply and also (ii) the items of work for which rates exist in the Haryana Schedule of Rates.

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

Executive Engineer,
Electrical Division PWD B&R
Hisar
(Phone : 01662-225651)
SECTION-4 (ii)

ADDITIONAL CONDITIONS OF CONTRACT

1. Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless materials, rubbish, temporary building constructed by him and shall leave the site and adjacent area in a neat and clean condition to the entire satisfaction of the Engineer-in-Charge.

2. The Executive Engineer, reserves the option to take any item of the work or any part thereof at any time during the currency of the contract and reallocate it to any other agency or carry out such work departmentally, with the prior notice to the contractor without liability of any kind or payment of any compensation.

3. The contractor has to make his own arrangements for water, bricks, wood and every other item required directly or indirectly for completion of work, except those to be provided by the Deptt. as provided elsewhere in this agreement.

4. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever except for those materials for which specific provisions have been made in this agreement.

5. In cases of emergency the contractor shall be required to pay his labour every day and if this is not done Govt. will make the requisite payment and recover the same from the contractor.

6. Actual quantities of completed and accepted work shall only be paid.

7. The rates to be quoted by the contractor shall be inclusive of octroi, terminal tax, royalty and all other taxes and charges. There are for complete work in all respects.

8. The contractor shall not be entitled for any payment on account of work done till he signs his agreement.

9. The contractor will be responsible for any and all losses of material, damage done to unfinished work as a result of floods and other acts of God. The Govt. will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to set right such damage at his own cost to the satisfaction of the Engineer-in-Charge.

10. The royalty, sales tax and other taxes, if any shall be paid by the contr. direct to the respective department in accordance with their rules and regulations in force from time to time with out intervention of the Public Works Department.
11. Amount and quantities of work are tentative and may be increased or decreased to any extent and any item omitted or substituted in accordance with requirement of the work and architectural & structural drawings. No claim on this account shall be entertained.

12. For contractor’s labour regulations fair wage clause and rules for protection of health and sanitation arrangements for workers employed by the public works department or its contractor’s reference be made to the concerned rules/Acts.

Executive Engineer,
Electrical Division PWD B&R
Hisar
SECTION-5 (i)

EXPLANATORY NOTES

1. The above rates are for complete work including cost of all materials, labour, tools and plants and water etc. unless or otherwise specified.

2. All other items covered by the Haryana PWD schedule of rates 1988, 2nd edition corrected upto date and got carried out, if any will be paid for as per Haryana PWD schedule of rates 1988, 2nd edition corrected upto date subject to the accepted tendered Premium / abatement given by the contractor for similar item of relevant chapter.

3. All clauses and notes given in the Haryana PWD schedule of rates 1988 2nd edition with upto date correction slips issued upto the date of tender shall be applicable to all above items wherever necessary.

4. The description, rates, units, etc. of above schedule shall be corrected as per Haryana PWD schedule of rates 1988, 2nd edition in case of any error or omission.

5. Chapter numbers with items referred to above are of Haryana PWD schedule of rates 1988 2nd edition, corrected upto date.

6. The whole work shall be carried out strictly in accordance with the Haryana PWD specifications book 1990 latest edition as applicable to Haryana State with upto date correction slips.

7. No premium shall be payable on the items which are not provided in the Haryana PWD schedule of rates 1988, 2nd edition, corrected-up-to-date.

8. The contractor shall provide suitable measuring arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.

Executive Engineer,
Electrical Division PWD B&R
Hisar
Section 5 (ii)

ADDITIONAL TECHNICAL CONDITIONS

1. A tenderer shall be deemed to have full knowledge of the relevant documents, samples, site etc. whether he inspects them not.

2. Rate / percentage premium should be indicated both in words and figures by the tenderer against each item appearing in the schedule of NIT. Any departure from the said procedure will render the tender invalid.

3. Tender must be submitted on the prescribed form duly signed by the tenderer on every page.

4. The tender shall remain valid for 90 days from the date of opening of the Tender. With the issue of allotment letter to the contractor within the validity period, the contract agreement will stand concluded, even without signing of the contract agreement. In case the contractor fails to commence the work, his earnest money will be forfeited to the Govt. and action under clause 2&3 will also be taken against him. In case the contractor withdraws or amends his offer before allotment letter his earnest money will be forfeited to the Govt. The contractor will also be liable to be debarred / blacklisted in both the cases.

5. Tender quotations which are dependent upon the quotations of other tender shall be summarily rejected.

6. The department reserves the right to withdraw any item or any portion of the work while allotting the work / approving the tender case or during execution of work.

7. The contractor shall comply with the provision of apprentice Act. 1961 and the rules and order issued there under from time to time and if he fails to do so, his failure will be breach of contract. The Superintending Engineer Electrical Circle PWD B&R Karnal may at his discretion cancel the contract. The contractor shall also be liable for any pecuniary liabilities arising on account of violation of the provision of the act by him.

8. Work Contract Tax/Other Taxes at sources as per Govt. Rules/Instructions applicable will be deducted on the amount of the work done from all running and final bills.

9. The department is not responsible for arranging any material what so ever and the contractor will have to complete the work within the specified time with approved material and accessories from his stock. Non availability of material or delay in consignment will not be entertained to as an excuse for extension of time for completion of work.

10. No claim on account of fluctuation in prices due to any reason whatsoever will be considered.

Contractor          Witness          Executive Engineer
11. No claim whatsoever on account of delay in supply of material from store and non availability of any kind of material, labour drawings etc. will be entertained by the department.

12. Analysis of rates for non scheduled items which are not provided in the schedule of notice inviting tender / schedule of rate shall be based on the rates of material and wages of labour provided in the HSR-1988 with an admissible contractor’s profit & overhead charges plus tendered premium abatement. In case such rates of material & wages of labour involved in the non schedule items are not provided in the HSR the same shall be payable as per actual lowest market rates and admissible contractor’s profit. Contractor shall be required to produce, original quotation / vouchers which shall be subject to verification by the Engineer-in-Charge if deemed necessary. The competent authority shall approve the rates for non schedule items and his decision will be binding to the contractor.

13. In case of any error or omission in the description rates and unit etc. of HSR items it will be applicable as mentioned in the schedule of rate 1988 corrected up to date except mentioned as above. Further in case of any confusion or imperfection of the HSR item the confidential detailed analysis of HSR shall be applicable and still there is any dispute in this regard the decision of Superintending Engineer Electrical Circle PWD B&R Karnal shall be final.

14. Income tax shall be deducted @ 2% with surcharges as per latest instructions of income tax department on the amount of work done from each bill. Labour cess as applicable will be deducted from all running bills.

15. In case cement issued by the department the net weight of 50 Kg. denominations per bag shall be considered and not actual weight after losses in handling.

16. The recovery of pipe already laid will be made on measurement rate basis or point rate basis or on actual expenditure basis whichever is on high side. In case of department work, 10% supervision charges shall also be added.

17. Conduit pipe where already laid for wiring purposes will be delivered to the contractor in absolutely clean condition with round inspection boxes duly painted covered and whole system tested. After the conduit system is handed over to the contractor to whom the work is allotted, he will be responsible for its up keep.

18. During execution of work if the contractor dose not lay pipe and its accessories in the slab within time prescribed by the Engineer-in-Charge of the work, the department can then lay the said pipe departmentally at contractor’s risk & cost without operating the clause 2&3 of the contract agreement.

19. The Contractor is allowed to use material approved by the department as per list of material appended in DNIT.
20. The rate of bus bars includes the cost of all materials and labour required to complete the job in all respect including thimble etc. of the same material as that of bus bars. The support for bus bar will be made of best porcelain.

21. MCBs & enclosure etc. will be installed of one make only and the thickness of CRCA sheets should be 1.20mm (18 gauge for SPN box and 1.60mm (16 gauge) for TPN boxes as permitted by DGS&D.

22. In case of rewiring & special repair work the old dismantled material if any will be handed over to the department by the contractor and the receipt obtained will be submitted along with first bill.

23. No road cutting charges shall be paid however permission for road cutting from the concerned department shall be secured by the contractor Engineer-in-Charge shall of course render assistance when sought in getting the permission expedited.

24. Separate conduit pipe for power plug with independent circuit wire for each power plug should be laid for which no additional payment will be made. The difference of cost of wires of higher size then 4sqmm will be paid extra on measurement basis wherever required.

25. Multi plug should be provided in light and power plug for which nothing extra shall be paid. The contractor should quote the rate accordingly.

26. C. series MCBs will be provided for motor and air conditioner wiring.

27. The thickness of MS sheet of switch boxes should be 16 gauges.

28. The fan boxes should be 16 gauge and anodized.

29. The contractor must ensure preparation & submission of pipe diagram wiring diagram, key diagram and cable diagram etc. as required vide PWD specifications 90 chapter No. 31.6 (Section – VI)

30. Only stranded PVC multi stand wire shall be allowed to be used. No extra payment on this account shall be made. The contractor should quote the rate accordingly.

31. The minimum size of MS control switch board for controlling one fan point with light point shall not be less then 20cm x 25cm x 10cm.

32. The MS box for telephone, TV, intercom and bell push shall be installed of size 100mm x 100mm x 60mm.

33. All luminaries, lamps, Cable Pole and High Mast pole shall be inspected by Executive Engineer concerned or his authorized representative at company godown situated in Haryana before installed at site. Manufacturer’s test certificate of High Mast poles shall be given by the contractor.
34. (a) The work will carry guarantee of 3 months from the date of commissioning for proper functioning in case of any defect or any fault or failure of system of any parts whatsoever, the tenderer will make good the same including cost of all labour and material. In case, the defect is not rectified within 48 hours of receipt of complaint the same will be got rectified at the risk and cost of the firm at panel rates i.e. double the expenditure incurred by the department.

(b) The security deducted from bills of agency will be refunded after completion of guarantee period.

35. Contractor is allowed to use MCB of more than 9 KA braking capacity duly ISI Marked.

36. All MCCB’s up to 220 amp. will have 25KA minimum breaking capacity instead of 10KA and above 220amp. MCCB’s will have 50 KA instead of 35KA minimum breaking capacity. All MCCB’s should have Thermal magnetic release and rotary operating mechanism duly inter-locked. No extra payment on this account shall be made. The contractor should quote the rate accordingly.

37. If the agency does not fill/quote the rates of any items then it will be considered as NIL and same will be executed by the agency free of cost and it will be contingent to work. The agency will have to give an undertaking on account of above, otherwise earnest money will be forfeited; in addition, Engineer-in-Charge may also blacklist the agency.

38. Department will be liberty to get executed similar items of HSR Chapter which or not covered in DNIT, on average quoted premium i.e above or below for the item of same chapter in the NIT by the contractor.

39. These conditions shall supersede the similar conditions found contrary elsewhere in the DNIT.

40. The contractor should quote the rates keeping in view above conditions/ specification.

Executive Engineer
Electrical Division PWD B&R
Hisar
## LIST OF APPROVED MAKES OF ELECTRICAL ACCESSORIES AND ITEMS
DATED : 1-11-2010.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Items</th>
<th>Name of the Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(A) Electrical accessories, Button Holder, Pendent Holder, Ceiling Rose, Bell push, Switches and sockets etc. (I.S.I. Marked). Modular Accessories.</td>
<td>(A) Anchor (Penta), SSK (Top Line), Precision.</td>
</tr>
<tr>
<td></td>
<td>(B)</td>
<td>(B) Anchor (Wood), ABB (Classiq), Legrand (Mosaic), North West, Precision.</td>
</tr>
<tr>
<td>2</td>
<td>Bakelite Sheet (Only White in colour)</td>
<td>Hylem make (ISI marked) as per IS 2036-95, Greenlame.</td>
</tr>
<tr>
<td>3</td>
<td>MS Conduit Pipes (I.S.I. Marked)</td>
<td>BEC, NIC, Steel Krafts, M.Kay.</td>
</tr>
<tr>
<td>4</td>
<td>Call Bell and Buzzer</td>
<td>Anchor, Leader, Rider.</td>
</tr>
<tr>
<td>5</td>
<td>PVC Wires Copper Conductor (I.S.I. Marked)</td>
<td>Grandlay, Havell’s, Plaza, Ecko, Polycab.</td>
</tr>
<tr>
<td>6</td>
<td>PVC Underground cables with Aluminum Conductor (I.S.I. Marked)</td>
<td>CCI, Grandly, Havell’s, Plaza, Polycab, Suraj.</td>
</tr>
<tr>
<td>7</td>
<td>HT-XLPE cables with aluminum Conductor (I.S.I. Marked)</td>
<td>CCI, Gloster, Havell’s, Incab, Plaza, GEMSCAB.</td>
</tr>
<tr>
<td>8</td>
<td>LT-XLPE Cables with aluminum conductor (I.S.I. Marked)</td>
<td>CCI (Tropothen-X), Grandlay, Havell’s, Incab, Plaza, Suraj, GEMSCAB.</td>
</tr>
<tr>
<td>10</td>
<td>GI Pipe &amp; M.S. Pipe (medium) (I.S.I. Marked)</td>
<td>Jindal, Parkash, Ravindra, Tata.</td>
</tr>
<tr>
<td>11</td>
<td>I.C. Switches</td>
<td><strong>Category-A :</strong> GE, L&amp;T, Siemens.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Category-B :</strong> (I.S.I. Marked) Havell’s, Standard, C&amp;S, SSK.</td>
</tr>
<tr>
<td>12</td>
<td>MCBs (I.S.I. Marked)</td>
<td>GE, Havell’s, Indo-kopp, L&amp;T, Legrand, Standard, Siemens C&amp;S, ABB, HPL.</td>
</tr>
<tr>
<td>13</td>
<td>Enclosures (Standard Size only)</td>
<td>Makes as per MCBs (But in case of indo-kopp it will be Indo-Asian), Adhunik (Prewired DB only).</td>
</tr>
<tr>
<td>14</td>
<td>ELCBs / RCCBs (I.S.I. Marked)</td>
<td>GE, Havell’s, L&amp;T, Siemens, Schineider Electric, ABB and C&amp;S.</td>
</tr>
<tr>
<td>15</td>
<td>MCCBs</td>
<td>GE, Havells, L&amp;T, Siemens, Schineider Electric, ABB and C&amp;S.</td>
</tr>
<tr>
<td>16</td>
<td>POLES</td>
<td>i) M.S.Pole:- - Manufactured by any firm as per I.S.I. Marked sectional lengths strictly according to IS specifications.</td>
</tr>
<tr>
<td>No.</td>
<td>Name of Items</td>
<td>Name of the Brand</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------</td>
<td>------------------------------------------</td>
</tr>
<tr>
<td>17</td>
<td>PVC Tee Joints</td>
<td>M. Seal.</td>
</tr>
<tr>
<td>18</td>
<td>Ceiling Fans (Double ball Bearings)</td>
<td>Bajaj, Crompton, Khaitan, Orient, Usha.</td>
</tr>
<tr>
<td>19</td>
<td>Exhaust Fans (Heavy Duty)</td>
<td>Alstom, Bajaj, Crompton, Khaitan, Orient.</td>
</tr>
<tr>
<td>20</td>
<td>Indoor tube light fittings</td>
<td>Bajaj, Crompton, GE, Philips, Wipro.</td>
</tr>
<tr>
<td>21</td>
<td>Tubes / Bulbs (I.S.I. Marked)</td>
<td>Bajaj, Crompton, GE, Mysore, Philips, Wipro.</td>
</tr>
<tr>
<td>22</td>
<td>Outdoor Street / Flood Light Fittings.</td>
<td>Bajaj, Crompton, GE, Philips, Wipro.</td>
</tr>
<tr>
<td>23</td>
<td>ACBs</td>
<td>GE, L&amp;T, Siemens, Schineider Electric, ABB.</td>
</tr>
<tr>
<td>24</td>
<td>OCBs and VCBs</td>
<td>Alstom, Crompton, Siemens.</td>
</tr>
<tr>
<td>25</td>
<td>TRANSFORMERS</td>
<td>Alstom, Bharat Bijlee, Kirloskar, Crompton, NGEF, Voltamp.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>b) Alternators: Crompton, Jyoti, Kirloskar, NGEF, Stamford.</td>
</tr>
<tr>
<td>27</td>
<td>Energy Meter / Sub meter.</td>
<td>As per approved list of UHBVN/DHBVN.</td>
</tr>
</tbody>
</table>

Executive Engineer  
Electrical Division PWD B&R  
Hisar.
SECTION 6 (i)

Contractor’s Labour Regulation

1. **Short Title**

   These regulations may be called Haryana Public Works Department Contractor’s Labour Regulations.

2. **Definition**

   In these regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is to say:

   1. Labour means workers employed by a Public Works Department contractors directly or indirectly through a sub-contractor or other persons of by an agent on his behalf.

   2. Fair wages means, whether for item or place work, notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Public Works, Department for the district in which the work is done.

   3. “Wages” shall have the same meaning as defined in the payment of Wages Act 1936 and includes time and place rate wages.

3. **Display of notice regarded wages etc.**

   The contractor shall before he commences his work on contract display and correctly maintain & continue to display and correctly in a clean and legible condition in conspicuous places on the work notice in English and in the Local Language spoken by the majority of the Workers giving the fair wages notified or prescribed by the Haryana Public Works Department and the hours of work for which such wages are earned.

4. **Payment of Wages**

   (i) Wages due to every worker be paid to him direct.

   (ii) All wages shall be paid in current coin or currency or in both.

5. **Fixation of Wages Periods**

   (i) The contractor shall fix the 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 the expiry of ten days after the last day of the wage period in respect of which the wages 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 expiry of succeeding the one on which his employment is terminated.

(v) All payment of wages shall be made on a working day.

6. **Wages Book and Wages Slip etc.**

(i) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars

(a) Rate of daily or monthly wages.

(b) Name of work on which employed.

(c) Total numbers of days worked during each wage period.

(d) Total amount payable for the work during each wage period.

(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.

(f) Wages actually paid for each wage period.

(ii) The contractor shall also maintain a wage slip for each worker employed on the work.

(iii) The authority competent to accept the contract may grant an exemption from the maintenance of Wages book and Wage Slips to a contractor who in his opinion may not directly or indirectly employ more than 100 persons in the work.

7. **Fines and deductions which may be made from wages**

(1) The wages of a worker shall be paid to him without any deduction of any kind except the following:

(a) Fines.

(b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportionate to the person for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to
account where such damage or loss is directly attributable to his neglect or default.

(d) Any other deductions which the PWD may from time to time allow.

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

3.). The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to half anna in a rupee of the wage payable to him in respect of that wage period.

4.) No fine imposed on any worker shall be recoverable from him by installments or after the expiry of 60 days from the date on which it was imposed.

8. Register of Fine etc.

1. The contactor shall maintain a register of fine and of all deductions for damage or loss such Register shall maintain the reason for which fine was imposed or deduction for damage or loss was made.

2. The contractor shall maintain, a list in English and local Indian Language clearly defining acts and commissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

9. Preservation of Books

The wage book, the wage slips and the Register of lines, deductions required be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

10. Power of Labour Welfare Officer to make Investigation of Enquiry

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

11. Report of Labour Welfare Officer

The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the result of his investigations 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 or commission and omission of the labourer with a note
that necessary deduction from contractor’s will be made and the wages and other dues be paid to the labourers concerned.

12. **Appeal against the decision of Labour Welfare Officers**

   Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the contractor.

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

13. **Inspection of Register**

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

14. **Submission of Returns**

   The contractor shall submit periodical as may be specified from time to time.

15. **Amendment**

   The Haryana Government may, from time to time and to amend these regulations, the decision of the Labour Commissioner, Haryana Government or any other person authorized by the Haryana Government in that behalf shall be final.

Executive Engineer  
Electrical Division PWD B&R  
Hisar
SECTION-6 (ii)

FAIR WAGES CLAUSES

FAIR WAGE CLAUSES

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

EXAMINATION :- Fair Wage’ means wage whether for time of piece work notified from time to time for the area and where such wages have not been so notified the wages specified by the Public Works Department, B & R Branch Haryana for the district in which the work is done.

(b) The contractor shall not withstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labour, 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 or indirectly employed on the works for the performances of the contractor’s part on this agreement the contractor shall comply with or cause to be complied with the Haryana PWD Contractor’s Labour’s Regulations made by the Government from time to time in regard to payment of wages wage period deductions from wages recovery of wages not paid and deductions unauthorized made maintenance of wage register wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of a lime nature.

(d) The Executive Engineer or Sub Divisional Engineer concerned shall have the rights to deduct, from the moneys 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 terms of the contract for non observance of the regulations referred to in clause (c) above.

(e) Vis-à-vis the Haryana Government, the contractor shall be primarily liable for all payments to be made under and the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contractors.

(f) The regulations shall be deemed to be a part of this contract and any branch there shall be deemed to be branch of this contract.

Executive Engineer
Electrical Division PWD B&R
Hisar

Contractor Witness Executive Engineer
## SCHEDULE OF BILL OF QUANTITY

**DNIT FOR PDG. SPECIAL REPAIR TO E.I. IN GOVT. COLLEGE AT BHIWANI**

Cost Rs. 10.22 Lacs

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Item</th>
<th>Qty.</th>
<th>Unit</th>
<th>Rate (Rate to be quoted by the Contractor)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Main Switches (HSR item No. 31.12 (a))</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Supply and erection of metal clad switches / B.D.Bs with rag bolts on wall or on existing angle iron board / pedestal including bonding to earth and necessary connections.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Double pole switch 32 amp. 415 Volts Cat-B.</td>
<td>1</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Triple pole switch with neutral link 32 amp. 415 Volts Cat-B.</td>
<td>4</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>Triple pole switch with neutral link 63 amp. 415 Volts Cat-B.</td>
<td>9</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>v</td>
<td>Triple pole switch with neutral link 100 amp. 415 Volts Cat-A.</td>
<td>1</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Miniature Circuit Breaker and Isolator.(HSR item No. 31.17)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Supply and erection of miniature circuit breaker / isolator 240 /415 V in the existing distribution board including making necessary connections.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Miniature circuit breakers of 9 KA breaking capacity.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>SP MCB 6 amp. to 32 amp.</td>
<td>300</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>SPN MCB 6 amp. To 32 amp.</td>
<td>24</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>TP MCB 6 amp. to 32 amp.</td>
<td>7</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>TPN MCB 6 amp. to 32 amp.</td>
<td>8</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(HSR item No. 31.18)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Supply and erection of Fittings and Accessories.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Call bell 220 / 230 volts A.C. bakelite with double coil.</td>
<td>25</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Rate</td>
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<tr>
<td>---</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Bell push flush type (without flexible wire) in existing sheet.</td>
<td>25</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Bakelite angle / straight button holder large size.</td>
<td>75</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Pipe Laying. (HSR item No. 31.21)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supply and erection of pipe for wiring purposes including bends inspection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>boxes etc. where necessary and painting as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Galvanised iron pipe 20 mm dia on flushed.</td>
<td>40</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Heavy guage welded conduit pipe 20 mm dia 1.60 mm thickness flushed.</td>
<td>100</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Heavy guage welded conduit pipe 25 mm dia 1.60 mm thickness flushed.</td>
<td>100</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>(Q) Earthing (HSR item No. 31.22)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Earthing with GI earth pipe 4.5 m long and 40 mm dia with masonry enclosure</td>
<td>4</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>on the top etc. as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Extra for using salt and charcoal / coke for pipe earth electrode as required.</td>
<td>4</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Pdg. and fixing 4.00 mm dia G.I. wire on surface or in recess for loop</td>
<td>120</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td></td>
<td>earthing as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>Earthing with GI earth plate 600 mm x 600 mm x 6 mm thick including</td>
<td>2</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>accessories and providing masonry enclosures with cover plate having</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>locking arrangement and watering pipe etc. (but without charcoal or coke</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>and salt ) complete as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>v</td>
<td>Extra for charcoal or coke and salt for G.I. Plate or copper plate earth</td>
<td>2</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td></td>
<td>electrode.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi</td>
<td>Pdg. and fixing 25 mm x 5 mm G.I. strip in 40 mm dia G.I. pipe from earth</td>
<td>20</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td></td>
<td>electrode as required.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(HSR item No. 31.38)</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Wiring in existing Conduit pipe (Recessed) for Electrical points.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Wiring only in 1.5sqmm PVC insulated copper conductor cable in existing conduit pipe and MS box covered with 5 mm thick bakelite sheet including cost of switch, wall shocket, ceiling rose etc.</td>
<td></td>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td><strong>Fan Point</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Medium Point</td>
<td>14 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long point</td>
<td>561 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td><strong>Light Point</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Short Point</td>
<td>7 Each</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Medium Point</td>
<td>116 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long point</td>
<td>780 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Twin control light point with 2 way, 5 amp. Single pole switch</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Short Point</td>
<td>4 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long point</td>
<td>26 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td><strong>Call bell point</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long point</td>
<td>25 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>v</td>
<td>3-pin 5 amp. Plug point including earthing the 3rd pin etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Short Point</td>
<td>206 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long point</td>
<td>35 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>vi</td>
<td>3-pin15 amp. Plug point with 4 sqmm PVC insulated copper conductor cable including earthing the 3rd pin etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Long point</td>
<td>87 Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>S/E of of PVC unsheathed copper conductor cable single core 1100 volts grad in pipe of suitable size excluding cost and erection of pipe.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Cable size 1.5 sqm(3/0.81 mm)</td>
<td>7090 P/M</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>ii</td>
<td>Cable size 4 sqm(7/0.85 mm)</td>
<td>1090</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>iii</td>
<td>Cable size 6 sqm(7/1.05 mm)</td>
<td>920</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>iv</td>
<td>Cable size 10 sqm(7/1.35 mm)</td>
<td>2140</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>v</td>
<td>Cable size 16 sqm(7/1.70 mm)</td>
<td>60</td>
<td>P/M</td>
<td></td>
</tr>
<tr>
<td>vi</td>
<td>Cable size 25 sqm(7/2.14 mm)</td>
<td>60</td>
<td>P/M</td>
<td></td>
</tr>
</tbody>
</table>

(HSR item No. 31.41)

8 S/E of double door sheet steel enclosure distribution board suitable for MCBs and ELCBs recessed in wall including bonding to earth with all labour and material required to complete the job in all respect up to the entire satisfaction of the Engineer-in-Charge of the work.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>8-way, SP&amp;N (Horizontal)</td>
<td>9</td>
<td>Each</td>
</tr>
<tr>
<td>ii</td>
<td>12-way, SP&amp;N (Horizontal)</td>
<td>11</td>
<td>Each</td>
</tr>
<tr>
<td>iii</td>
<td>4-way, TP&amp;N (Horizontal)(8+12)</td>
<td>10</td>
<td>Each</td>
</tr>
<tr>
<td>iv</td>
<td>8-way, TP&amp;N (Horizontal)(8+24)</td>
<td>4</td>
<td>Each</td>
</tr>
<tr>
<td>v</td>
<td>8-way, TP&amp;N (Vertical)(8+24)</td>
<td>4</td>
<td>Each</td>
</tr>
</tbody>
</table>

(HSR item No. 31.55)

9 Supply & erection of Socket size rotary step type Electronic regulator for A.C. ceiling fan Anchor make Delux model No. 50440 ISI / SSK make PC 561 operated on 120/280 V A.C. Supply complete including cutting of existing Bakelite sheet and making necessary connection etc up to the entire satisfaction of the Engineer-in-Charge of the work.

553 Each

Executive Engineer,
Elect. Divn. PWD B&R Br.,
Hisar.