

### NOTICE INVITING PERCENTAGE/ITEM RATE TENDERS

1. Tenders are hereby invited from the contractor/societies on the approved list of contractors for \_\_\_\_\_ details of the estimate of which are given in paragraph 12.
2. Tenders will be received by the Principal, A.I. Jat H.M. College, Rohtak by 17.01.12 by 10.00am hours on the same day and will be opened by him on the same day at the time in the presence of any tenders or their agents who may like to be present. Tender must be delivered in person by the including contractor or his agent to the Principal.
3. Earnest money amounting to Rs. \_\_\_\_\_ in the shape of Treasury challan/D.A.C., Govt. promissory Notes of N.S.C. pledged in favour of the undersigned by designating must accompany each tender is to be in a scaled cover supercribed "Tender for as above and addressed to the Principal, A.I. Jat H.M. College, Rohtak.
4. Tenders are to be on the prescribed form (percentage/item rate tender and contract for works) which can be obtained from the office of the Principal, A.I. Jat H.M. College, Rohtak. The prescribed form contains the "conditions of contract" to be complied with by the person whose tender may be accepted. Applications will be required to pay stamp to the value of Rs. \_\_\_\_\_ on each form supplied and should see that these are accounted for property.
5. Further information can be obtained and a schedule of the quantities the detailed plans and specifications can be seen at the division office, between the hours of 9:30 a.m. to 3:00 p.m. every day, except Sunday and public Holidays.
6. Tenders should be made at a percentage/item rate in the estimate (paragraph 12 below) and the contractor should state the period with which he agrees to carry out the work.
7. Each tenderer shall give proof to the entire satisfaction of the Principal, A.I. Jat H.M. College, Rohtak that he has in his possession the Haryana P. W.D. Specifications, 1963 edition failing which his tender shall be liable to be ejected.
8. The Principal, A.I. Jat H.M. College, Rohtak reserves to himself the right issuing the materials to the contractor as per list enclosed for the use on the work at the places and rates noted against each (including the storage rates) when the materials are to be issued from stock. The contractor shall be held responsible for obtaining from Government all such materials also required for work and for making payment therefore by deduction from his bills, as the rates of the Division No carriage of incidental charges will be born Government for moving the material beyond the place where the contractor has agreed to take delivery thereof. Except in the case of matter also of which is a specific provision for payment of carriage and incidental charges is made in the contractor Schedule of rates.
9. The tenders shall initial all corrections in his tender as regards percentage time etc. Non compliance with these conditions will render the tender liable to rejection.
10. The contractor, whose tender is accepted will be required to execute a contract deed on the prescribed form mentioned in paragraph at 4 above and will be required to furnish security for the fulfillment of his contract. This security will consist of deduction often percent from the monthly payments to be made on account of work done. The earnest money (Mentioned in paragraph 3 above) will be treated as part of the security.
11. The acceptance of tender will rest with Tender/Building Committee who does not bind himself to accept the lowest tender serves to himself the authority to reject any of the tenders and received without the assignments of a reason. All tenders, in which the above conditions are not fulfilled will be rejected.
12. Details of Estimate: \_\_\_\_\_ Total  
Estimate Const: Rs. \_\_\_\_\_
13. Tenders are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents samples, site etc. whether he inspects them or not.
14. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and of conditions and rates at which stores, will be issued to him by M.D. University, Rohtak and local conditions and other factors bearing on the execution of the works.
15. The instructions by the Engineer-in-Chief Haryana P.W.D. B & R Branch Vide Memo No. 3970-82/w dated 2.5.86 regarding receipt and disposal of tender will be applicable.

Contractor

Witness

Principal

Name of Contractor.....

Phone: 01262-274179

Name of Work .....

Mobile: 09992000182  
TENDER FORM

Signature of Head Clerk

**Office of the Principal, A. I. Jat H.M. College, Rohtak****GENERAL RULES AND DIRECTIONS FOR THE  
GUIDANCE OF CONTRACTORS**

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Principal-cum-Chairman, A. I. Jat H.M. College, Rohtak Building Committee.  
This form will state the work to be carried out, as well as the date of submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit if any, to be deduct from the bills. Copies of the specifications designs and drawings, schedule rates and any other documents identification by the Principal cum Chairman, A. I. Jet H.M. College, Rothay, Construction Committee, shall also be opened for inspection by the contractor at the office of the Principal during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of the any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Any person who submits a tender shall fill up the usual printed form, stating at how much percentage above or below the rates specified in rule 1, he is willing to undertake the work. Only one rate of the percentage more or less on all the schedule rates shall be named. Tenders which purpose any alteration in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
4. Principal or his duty authorized assistant will open tenders in the presence of any intending contractors of their authorized agents, who may be present at that 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 accepting a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of the tender being rejected the earnest money forwarded with such un-accepted tender shall thereupon be returned to the tendering contractor.
5. Principal shall have the right of rejecting all or any of the tenders without assigning any reason.
6. The department may refuse or suspend payment on amount of work when executed by a firm or by contractors described in their tender as a firm, unless receipts are

Contractor

Witness

Principal

signed by all the partners, or one of the partners, or some other person produces written authority enabling him to give effectual receipts on behalf of the firm.

7. The receipt of an accountant clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Principal and the contractor shall be responsible for seeing that he procures a receipt signed by the Principal.
8. The memorandum of work for the memorandum of materials to be supplied by the department and their issue rates shall be filled in and completed in the office of the Principal.

If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

Contractor

Witness

Principal

Contractor

Witness

Principal

## TENDERS OF WORKS

I/We hereby tender for the execution for the AI Jat HM College, Rohtak, hereinafter referred to as the College, of the work specified in the underwritten memorandum within the time specified in such memorandum at \*percent below/above the rates entered in the Schedule of rates plus sanctioned premium mentioned in rule I and in accordance in all respect with the specifications drawing, and instructions in writing referred to in Rule I hereof and in clause II of the annexed conditions and with such materials as are provided for and by in all other respects in accordance with such conditions so far as applicable.

### MEMORANDUM

- (a) General Description  
 (b) Estimated cost Rs.  
 (c) Earnest-money Rs.  
 (d) Security deposit (including  
 earnest money) Rs.  
 (e) Percentage, if any, to be deducted  
 from bills Rs.(%)  
 (f) Time allowed for the work from the  
 date of written order to commence Months

Should this tender be accepted. I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit any pay to the Principal, A.I. Jat H. M. College, Rohtak or its successors in office the sum of money mentioned in the said conditions.

The sum of Rs..... \* is hereby forwarded, --- vide Deposit- Receipt as earnest money the full value of which is to be absolutely forfeited to the Principal, A.I. Jat H. M. College, Rohtak or its successors in office without prejudice, to any other rights or remedies of the said College or its successors, in office, should I/We fail to commence the work specified in the above memorandum a sum Rs..... Which shall be retained by the College on account of the security deposit specified in Clause 1 (B) of the said conditions of contract. Should I withdraw or modify my tender within sixty days from the date of opening tender my earnest money shall remain forfeited, to Principal, A.I. Jat H. M. College, Rohtak.

Dated the \_\_\_\_\_ Day of \_\_\_\_\_ 201

Witness\*\*  
 Address  
 Occupation

The above tender is hereby accepted by me on behalf of the A.I. Jat H. M. College, Rohtak.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 201

Contractor

Witness

Principal

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

(d) This deposit will vary from 1 percent to 10 percent of the work according to the requirements of the case.

(e) This percentage where no security deposit is taken will vary from 5 percent to 10 percent as per requirements of the case. Where security deposit is taken, see note in Clause 1 of note in Clause 1 of condition of contract.

\* Give particulars and numbers.

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

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

Signature of contractor before submission of tender.

\*\*Signature of witness to contractor's signature.

Signature of the officer by whom accepted.

## CONDITIONS OF CONTRACTS

**Clause 1-** The person/persons whose tender may be accepted (hereinafter called the contractor), shall permit the College 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 ten percent of all moneys so payable. Such deductions to be held by College by way to security deposit. All compensation or other sums of money payable by the contractor to the College under the terms of his contract may be deducted from the security deposit or from any sums which may be due or maor from any sums which may be due to may become due to the contractor by the College on any account whatsoever, and in the event of his security shall within ten days thereafter make good in cash or any sum or sums which may have been deducted from his security deposit or any part thereof.

**Clause 2-** The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contract be proceed with all due diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Principal A. I. Jat H.M. College, Rohtak may decide, on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete, one-fourth of the whole of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with his condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Principal, A. I. Jat H.M. College, Rohtak may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The President/Administrator, Jat Education Society, Rohtak on representation from the contractor may reduce the amount of compensations and his decision in writing shall be final.

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

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Principal shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at

Security deposit

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

Compensation for delay.  
Equal to 10% which the Principal may leave in the amount.

Action when whole of security deposit is forfeited.

Contractor

Witness

Principal

the disposal of the College.

- (b) To employ labour paid by the Principal on behalf of Principal, A.I. Jat H. M. College, Rohtak and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respect in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, the certificate of the Principal, as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work, had been executed by him of the amount of which excess (the certificate in writing of the Principal shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the College under the contract or otherwise or from his security deposit.

In the event of any of the above courses being adopted by the Principal, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any advances on account of or with a view to the execution of the work of the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Principal 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.

**Clause 4** – In any case in which any of powers conferred upon the Principal by Clause 3 hereof shall have become exercisable and the same shall not be exercised the non-exercise hereof shall not constitute a waiver of any of the hereof any such powers notwithstanding be exercisable in the event of any future case of default by the contract for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected.

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

In the event of the Principal putting in force either of the powers(a) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all tools, plant materials and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part hereof paying or allowing for the same in account at the

Contractor

Witness

Principal

contract rates or in case of these not been applicable at current market rates to be certified by Principal whose certificate hereof shall be final otherwise the Principal may be notice in writing to the contractor or his clerk or the works foreman or other authorized agent require him to remove such tools plant materials or stores from the premises within a time to be specified in such notice and in the event of the contractor, failing to comply with any such requisition, the Principal 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 proceeds and expense of any such sale shall be final and conclusive against the contractor.

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

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

**Clause 6** – Without prejudice to the rights M.J.E.S. under any clause hereinafter contained on completion of work, the contractor shall be furnished with a certificate by the Principal (hereinafter called the Principal) of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials, and rubbish and cleaning of dirt on or before the date fixed for the completion of the work, the Principal may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay

Power to take possession of or require removal of or sell contractor's plant.

Extension of time

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

District rates mean the Punjab P.W.D., Buildings and Roads Branch rates for that District.

Final certificates

Contractor

Witness

Principal

the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Clause 7** – No payments shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approval and passed by the Principal, whose certificate of such approval and passing of the sum of payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payment only and not as payments for work and actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or in any way the power of the Principal under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Principal's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on  
intermediate  
certificates to be  
regarded as  
advance

Submitted

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

Bills to be  
submitted monthly

**Clause 9** – The contractor shall submit all bills on the printed forms to be had on application at the Principal, and the charge in the bill shall always be entered as 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.

Bill to be on  
printed form.

**Clause 10** – If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Principal's stores to be provided by the Principal (such materials and stores and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so in any way to control the meaning or effect of this control, specified in the schedule or memorandum hereto

Store supplied by  
the College

Contractor

Witness

Principal



annexed), the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter, to become due to the contractor under the contract or otherwise, 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 Principal and shall at all times be open to inspection by him. Any such material unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the Principal store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claims for compensation being unused by him or for any wastage in or damage to any such materials.

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

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

Clause 11a – The Principal shall have full powers at all times to object to the employment of any workmen, foremen or other employee on the works by the contractor and is the contractor shall receive notice in writing from the Principal requesting the removal of any such man or men from the work, the contractor to comply with the request forthwith.

Removal of employees workmen and foremen.

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

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

**Clause 12** – The Principal shall have power to make any alternations in or omissions from additions, to or substitutions for, the original specifications, drawings, designs and institutions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out in accordance with any institution which may, be given to him in writing signed by the Principal and such alterations, additions, or substitutions, shall not invalidate the contract and any altered, additional or substituted work

Alteration in specification and designs.

Contractor

Witness

Principal

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, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Principal shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district subject to the same percentage above or below as for as the items included in the contract and if such class of work is not entered in the schedule of rates in the district then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Principal of the rate which it is his intension to charge for such class of work and if the Principal does not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure. In regard there to mentioned, then and in such case he should be entitled to be paid in respect of the work come out expenditure incurred by him prior to the date determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Principal. In the event of a dispute the decision of the Principal, A.I. Jat H. M. College, Rohtak shall be final.

**Clause 13** – If at any time after the commencement of the work of the Principal, A.I. Jat H. M. College, Rohtak shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out by Principal shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full but which he did not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work originally contemplated.

**Clause 14** – If it shall appear to the Principal 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 material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract the contractor shall on demand in writing from the Principal specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed certified and paid for fourth with, rectify or remove and reconstruct the work so specified in whole or in part as the case any require, or as the case may be, remove the materials or article so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the

Do not invalidate contract.

Extension of time in consequence of alterations

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

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

Action and compensation payable in case of bad work.

Contractor

Witness

Principal

event of his failing to do so within a period to be specified by the Principal in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for everyday not exceeding ten days while his future to do so shall continue and in the case of any such failure the Principal may rectify or remove, and re-execute the work or remove and replace with others materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

**Clause 15** – All work under or in course of execution or executed in pursuance of the contract shall all times be open to the inspection and supervision of the members M.J.E.S. and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Principal or his subordinates to visit the works shall have been given to the contractor, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contract's agent shall be considered have the same force as if they had been given to the contractor himself.

Works to be open to inspection.

Contractor or responsible Agent to be present.

**Clause 16** – The contractor shall give not less than five days notice in writing to the Principal 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 or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, and work without the consent in writing of the Principal or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement and such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is covered up.

**Clause 17** – If the contractor or his work people, or servant shall break, deface, injure or destroy any part of a building, if they may be working on any building road, fence enclosure, or grass land, 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 whatever or any imperfections become apparent in it within three months after a certificate final or other of its completion shall been given by the Principal as aforesaid, the contractor shall make the same good at his own expense, or in default the Principal may cause the same to be made good by other workman and deduct the expense (of which the certificate of the Principal shall be final) from any sums that may be then, or at anytime thereafter may become due to the contractor, or from his security deposit.

Contractor liable for damage done and for imperfection for 3 month after certificate.

**Clause 18** – The contractor shall supply at his own cost all material except such special materials, if as may in accordance with the contract be supplied from the office-in-charge's stores, plants tools, appliances, implements, ladders, cordage tackle, scaffolding and temporary works requisite or proper for the execution of the work

Contractor

Witness

Principal

whether, original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the office-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 here for to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and material necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examining at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Office-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence 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 cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

**Clause 19** – No female labourer shall be employed within the limits of a Cantonment.

Clause 19-A – No labourer below the age 12 years shall be employed on the work.

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

**Clause 20** – No work shall be done on Sundays without the sanction in writing of the office-in-charge.

Clause 20-a – In every case in which by virtue of the provision of Section 12, sub-section (i) of the Workmen’s Compensation Act, 1923 Govt. is obliged to pay compensation to a workmen employed by the contractor in execution of the works. The College may recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the College under section 12, sub-section (2) of the said Act. The College shall be at liberty to recover such amount or any sum due by Govt. to the contractor whether under this contract or otherwise.

The College 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 Govt. full security for cost for which the College might become liable in consequence of contesting claim.

**Clause 21** – The contract shall not be assigned or sublet without the written approval of the Principal, and if the contractor shall assign or sublet his contract; or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor or attempts so to do or if any bride, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise shall either

Contractor to supply plant, ladder, scaffolding etc.

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

Labour

Work on Sunday.

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

Work not to be sublet.

Contractor

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Principal

directly or indirectly be given promised or offered by the contractor or any of his servants or agents to or person in the employ or in any way relating to his office of employment or if any such officer or person shall become in any way directly or indirectly interested in the contractor, the Principal 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 Principal, A.I. Jat H. M. College, Rohtak and the same consequence shall ensue as if the contract has been rescind under Clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Clause 22-A – Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever any and other found to be due to the College by the contractor in respect of his contract or any other contract or work-order or on any account whether may be deducted from any some whatsoever payable by the Principal, A.I. Jat H. M. College, Rohtak to the contractor either in respect of this contract or any work order or contractor or any other account by another department of Government.

**Clause 23** – In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Principal for his information.

**Clause 24** – All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Principal for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 25** – No claims for payment of an extraordinary Nature, such as claims for a bonus for extra labour, employed in completing the work before the expiry of the contractual period at the request of the Principal 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 Principal, A.I. Jat H. M. College, Rohtak.

**Clause-25A(1):** If any dispute or difference of any kind whatsoever shall arise between the Principal 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 Principal 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 herein after provided, such decision in respect of every matter so referred, shall be final and

The deposit of the Contractor shall, therefore stands to the forfeited and absolutely at the disposal of.

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

Sum payable by way of compensation to be considered as responsible compensation without reference to actual reference to actual loss.

Deduction of amount due to Govt. on any account whatsoever to be permissible from sums payable to a contractor.

Changes in constitution of firm.

Works to be under direction of the Principal.

Claims for payment of an extraordinary nature to be referred the College for decision.

Arbitration case.

Contractor

Witness

Principal

binding upon the contractor. In case the work is already in progress, the contractor will proceed with the execution of the work on the receipt of the decision by the Principal as aforesaid, with all due diligence whether he or Principal requires arbitration as hereinafter provided or not. If the Principal, in charge of the work, has conveyed his decision to the contractor and no claim to arbitration has been filled 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 subject matter of arbitration at all. If the Principal, in charge of the work, fails to convey his decision within a period of sixty days, after being requested, as aforesaid, the contractor may, within further sixty days of the expiry of first sixty days from the date on which request has been made to the Principal, in charge of the work, request the President/Administrator, JES, Rohtak, that the matters in dispute be referred to arbitration, as hereinafter provided.

(2) All disputes or differences in respect of which the decisions not final and conclusive shall at the request in writing of either party, made in communication sent through registered A.D. Post, be referred to the sole arbitration to Principal at the relevant time. It will be no object to any such appointment that the arbitration so appointed is a Government servant or that he had to deal with the matters to which the contract relates and that in the course of his duties as a Government servant, he had expressed his views on all or any of the matters in dispute. The arbitrator to whom the matter is originally referred being transferred or vacating his office, his successor-in-Office, as such shall be entitled to proceed with the reference from the stage at which it was left by his procedure.

In case the arbitration nominated by the Principal is unable or unwilling to act as such for any reason, whatsoever, the Principal, shall be competent to appoint and nominate another Principal, as the case may be as arbitrator in his place and the Arbitrator so appointed shall 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 his arbitration agreement that no person appointed by the Principal 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/- (As. twenty five thousand only) the arbitrator must invariably give reason 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 claim 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

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damages which has already been referred to the Principal and is being heard or and has been finally decided by the Principal, incharge of the work.

- b) Any dispute in respect of substituted, altered, additional work/committed work/defective work referred by contractor for the decision of the Principal, incharge of the work, if it is being heard or has already been decided by the said Principal.
- c) Any dispute regarding the scope of the work or its execution or suspension or abandonment has been referred by the contractor for the decision of the Principal and has been so decided finally by the Principal.

(6) The independent claim of the party other than the one getting the arbitrator appointed, as also counterclaims of an/parties 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 Principal, incharge of the work, a security deposit of a sum determined accordant 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 arbitration against the claimant party and the balance 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 awards :-

Amount of claims	Rate of security deposit
i) For claim below Rs. 10,000/-	2% of amount claimed
ii) For claim of Rs. 10,0001- and above & below Rs. 1,00,000/- and above	5% of amount claimed  10% of amount claimed

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

(8) The venue of the 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 proceeding.

(9) Neither party shall be entitled to bring a claim for arbitration if appointed of such arbitrator has not been applied within 6 months.

- a) of the date of completing of the work as certified by the Principal incharge, or
- b) of the date 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

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whole or in part 'and/or its recession, or

- e) of receiving an intimation from the Principal 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 claim of any party under the contractor shall be deemed to have been forfeited and absolutely barred by time even for civil litigation now with standing.

(10) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first involving and completing the arbitration proceedings as above, if the scope of the arbitration specified here in 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 tendency of arbitration proceedings shall not disentitle the Principal to terminate the contract and make alternative arrangements for the completion of the work.

(11) The arbitrator shall be deemed to have entered on the reference on the day the issue 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 concluded in poor ordinance with the provisions of the Arbitration Act, 1940 or any other law in force for the time being.

**Clause 26** – The contractor shall obtain from the stores of the Principal all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required thereof or in connection there, with unless he has obtained permission in writing from the Principal to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor in his account at 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 purposes of this contract shall include the cost of carriage and all other expenses which shall have been incurred in obtaining delivery of the same at the store aforesaid.

Stores of European or American manufacture to be obtained from Govt.

Clause 26-A – Any fluctuations in Railway rates which may occur during the subsistence or and effecting freights of any material to be supplied under this contract shall be brought to the notice of the Principal by the contractor within ..... days from such date ..... without prejudice to the rights of the Principal, A.I. Jat H. M. College, Rohtak should be contractor had to comply with the above requirement any excess or charge on account of such increase or decrease shall be credited to or recovered from the contractor. No alteration in contract rates shall be admissible in

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Principal



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 required for burning bricks will not be taken into consideration, or for an article which form part of a finished work, for purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place part B to form of a finished work.

Fluctuation in railway freight.

**Clause 27** – When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the items of work involved of the part of in question at the same rates as are payable under this contract for such items, or if the work in question is not in the opinion of the Principal capable of measurement, the Principal may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Principal shall be final and conclusive against the contractor with regard to any sum or sums payable to under the provisions of this clause.

**Clause 28** – In the case of any class of work for which there is no such specification as is in Rule I such work shall be carried out in accordance with the instructions requirements of the Principal.

Lump sum in estimates.

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

**Clause 30** – The percentage referred to at page (3) of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Construction Commissioner direct) of (1) the items of work for which rates in the tender apply and also (2) the items of work for which rates exists in the schedule of rates of the district.

Action where no specification

**Clause 31-** The terms and conditions of the agreement have been explained to Me/Us and I/We clearly understand them.

Definition of work.

**Clause 32** – Certified that I/We am/are classed contractor/contractors of P.R.P.W. organization/PWD B&R, PWD H.O. & Marketing Board or any other executing agencies.

**Clause 33-** Certified that I/We have no blood relation in, A.I. Jat H. M. College, Rohtak.

Schedule showing (approximately) materials to be supplied from the Principal, A.I. Jat H. M. College, Rohtak store for works contracted to be executed and the rates at which they are to be charged for:

<i>Particulars</i>	<i>Rates which the materials will be charged to the contractor</i>			<i>Place of delivery</i>
	<i>Units</i>	<i>Rs.</i>	<i>P.</i>	

Note:

1. No claim whatsoever on account of delay in supply of the above mentioned material shall be entertained by the Deptt.
2. The firm/person submitting the tender form should see that the rates in the above schedule are filled up by the Principal on the tender form prior to submission.

Note : The Person of firm submitting the tender should see that the rates in the above schedule are filled up by the Principal on the issue of the form prior to the submission of the tender.

Contractor

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**SCHEDULE OF ADDITIONAL CONDITIONS**

1. Upon completion and before offering the work for acceptance the Contractor shall be remove all false work, executed and useless materials, rubbish, temporary building constructed by him and shall leave the site and adjustment area in a neat and clean condition at the entire satisfaction of the Principal and the entire Building Committee.
2. The Principal, reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and re-allot it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation.
3. The contractor has to make his own arrangements for water, bricks, wood and every other item required directly or indirectly for completion of work, except those mentioned in the material statement of their N.I.T.
4. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
5. In case of emergency the contractor shall be required to pay his labour every day and if this not done. The College will make the requisite payment and recover the same from the contractor.
6. Actual quantities of completed and accepted work shall be paid.
7. No pits shall be dug by the contractor near the site of work or within the College land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent department charges.
8. The rates to be quoted by the contractor shall be inclusive of octroi, terminal tax, royalty and all other taxes and charges. These are for complete work in all respects.
9. The contractor shall not be entitled for any payment on account of work done till he signs his agreement.
10. Nothing extra shall be paid for any lead and lift otherwise specified for any material required directly or indirectly and the rates to be given in the tender should include all leads in the contract schedule.
11. The Contractor shall 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 College 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 Principal and the entire Building Committee.
12. The royalty, sales tax and other taxes, if any shall be paid by the contractor direct to the respective department in accordance with their rules and regulations in force time to time without intervention of the public works department.
13. Amount of work may be increased or decreased and any item omitted and substituted in accordance with the requirements of the department and no claim on this account shall be entertained.
14. Contractor shall be responsible to provide to the entire satisfaction of the Principal and the entire Building Committee at his own expenses the following amenities for the labour employed by him.
  - (i) Suitable temporary hutting accommodation.
  - (ii) Trends latrines, bathing enclosures plate forms separately for men and women and their regular cleanliness.
  - (iii) Clean drinking water:-  
The event of his failure to provide any or all of the amenities the same shall be provided by the College and cost thereof shall be recovered from the contractor. Any

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dispute regarding above points shall be settled by the Principal and the entire Building Committee and their decision shall be final.

15. The contractor shall be responsible for housing, sanitation and medical treatment of labourers employed by him and shall abide by all the rules and regulations made by the College in this behalf from time to time.
16. For contractors labour regulations fair wage clause and rules protection of health and sanitation arrangements for workers employed by the College by public works department and its contractor's reference be made to chapter 7.8 and 9 respectively.
17.
  - (i) The contractor shall be responsible for loss or damages to any material issued to him by the department from any cause whatsoever. In case, the material such as cement, steel, or any other commodity issued to the contractor by the Principal and the entire Building Committee for use directly on the aforesaid work or in manufacture of material required in connection there with is not utilized for the purpose for which it is issued and is otherwise disposed of any him or spoiled, or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specification herein stipulated of those fixed by the Principal and the entire Building Committee, the cost of such quantity of that material shall, without prejudice to other rights and remedies available to The College, be recoverable from the contractor at the rate at which it is agreed to be supplied to be contractor.
  - (ii) The recovery from contractor for the material consumed in excess or in short of the original requirements as per specifications herein stipulated or otherwise fixed by the Principal and the entire Building Committee, other than the variation to be regulated by the proceeding clause, shall be dealt with as under:-

**For Excess Consumption of Material/s:**

- (i) Upto 5% (five percent) No action is called for.
- (ii) Above 5% (five percent) if actual composition exceeds the critical consumption by more than 5% (five percent) recovery shall be made for the excessive consumption of material beyond initial five percent at double the rate at which it is agreed to be supplied to the Contractor.

**B. For short Consumption of Materials**

- (i) Where the work is done on through rate basis and the actual consumption of cement works out to be less upto 5% then the theoretical consumption the cement so saved shall be returned in good condition by the contractor to the stores and recovery of cost of cement thus saved, subject to the refunded to the contractor use of cement less than the prescribed norms will no effect the specification, quality and strength. It has also to be certified by the JE, SDE and XEN that the work has been carried out strictly in accordance with the relevant specification. The remaining provisions for recovery due to short of excess use of cement will be the same as provided in the chapter No. 27 of the Haryana specification.
- (ii) Less consumption by more than 5% (i.e. above 5%) the rates of items of work involved shall be reduced, if is not possible to determine the exact items on which less materials has been used, the cost of materials shall be recovered from the contractor at the issue rates. The Principal reserves that the materials shall be recovered from the contractor at the issue rates. The Principal and the Building Committee reserve the right to take any other deterrent action which he deems fit against the contractor.

It shall be at the discretion of the department to determine whether the stability of the structure is affected adversely due to less consumption of material and in case it is

- felt likely to be so the Principal and the entire building committee shall reject the work and decision of the Committee in such matter shall be final.
18. Should the tenderer modify or withdraw his tender without the written concurrence of the Principal within 90 (Ninety) days from the date of tender he is liable to be blacklisted besides forfeiture of earnest money and other penalty envisaged in the tender form.
  19. No claim of any kind whatsoever shall be entertained for any and all the losses or damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the public works deptt. under the terms and conditions of the contract.
  20. Apprentice Act – The contractor shall comply with the provisions of the apprentice Act, 1961 and the rules and orders issued there under from time to time. If the contractor fails to do so his failure will be breach of the contract and the Principal and the entire Building Committee may at their discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
  21. If for the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authorities entrusted with the work of eradication of malaria for their (labourers) inclusion in the surveillance operation and forgetting their blood examined from the aforesaid authorities in order to exclude malaria positive.
  22. Imported labour means labour belonging to a State other than Haryana State.
  23. All material left at side by the contractor for a period of one month after the completion of work shall become the property of the public department and contractor shall have no claim whatsoever for such material.
  24. The contractor shall supply at his own cost and expenses all labour material etc. for labour and checking of any portion of the work during construction. Whatsoever required by the Principal or his representative and nothing extra shall be paid for services.
  25. The contractor shall maintain at site of work full details of specification of the work fixed by the Principal and the entire Building Committee and all approved drawings of the work.
  26. The contractor shall maintain at site of work full details of specification of the work fixed by the Principal and the entire Building Committee and all approved drawings of the work.
  27. Nothing extra shall be paid of the contractor for diversion of water in the work in the channels stream if it becomes necessary for the execution and completion of work.
  28. Income tax will be deducted from the bill of the contractor according to section 194-C of the Income Tax 1961 and instructions from time to time.
  29. In case of delay in supply of cement, steel or any other material agreed to be supplied by the deptt. as per details in the N.I.T. or failure to supply the required quantity in time for execution of the work the contractor shall not be paid any compensation from any or resultant effects or losses.
  30. The contractor shall employ a duly accredited and experienced Resident Engineer as his agent in charge of the Execution of work instruction given by the Principal or his authorised representative to the agent shall have the same force as instructions given to the contractor.
  31. The contractor will not have any claim in case of delay by the Deptt. for removal or shifting, raising, removing of telegraph, telephone or electric lines (Over head of under ground and other structure, if any, which comes in the way of the work.

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**32. Relation with Public Authorities:**

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

**33. Occupation of Additional Lands:**

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

34. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employ of the College or not, or of the failure on his part to obtain correct information nor shall the contractor be relived from any risk or obligations imposed owner undertake, by him under the contract on any such ground or on the ground that he did not or could not fore see any matter which may in fact, effect or have affected the execution of the work.

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

35.2 The departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relive the contractor of any of his duties or obligations under the contract. He shall however have the authority to inform the contractor in writing to replace any material considered defective and to suspend, re-do rectify any work improperly performed or not according to plans and estimates or specifications in his judgements and the contractor shall comply.

35.3 Failure of the Departmental Representative to disapprove any work or materials shall not prejudice the power of the Principal and the entire Building Committee thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the department representative, he shall be entitled to refer the matter to the Principal who shall thereupon, confirm or reverse such a decision.

35.4 The contractor shall give or provide all necessary, constant and whole time superintendence during the execution of works and as long thereafter the Principal and the Building Committee may consider necessary by either,

(i) Personally superintending the work himself.

OR

(ii) Employing a skilled and qualified Resident Engineer through experienced in the type of work to be executed and fully authorised to receive & execute on behalf of the Principal and the entire Building Committee without delay and to promptly supply such materials, labour, equipments, tools and incidentals as may be required.

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

36.2 All materials and each part of detail of the shall be subject at all times to inspection by the Principal and the Building Committee, Departmental Representative or other

Contractor

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authorised subordinates who shall be furnished with reasonable facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the work and specifications.

- 36.3 The contractor shall furnish written information to the Principal and the entire Building Committee stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. This information shall be furnished at least two weeks (or such other period as may be directed by this Principal and the entire Building Committee) in advance of the incorporation of any such materials in the works.
- 36.4 The contractor shall also inform the Principal in writing, when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.
- 36.5 Any work done or materials used without supervision or inspection by the Principal and the Building Committee or the Departmental Representative is liable to be ordered to be removed and replaced at the contractor's expenses.
- 36.6 If so directed to contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to the standards required by the specifications; the work shall not be considered to have completed in accordance with the terms of the contract until the Principal and the entire Building Committee shall have certified in writing that it has been completed to his satisfaction. No approval of material or workmanship or approval of the part during the progress of execution shall bind the Engineer in any way or affect his reject the work when alleged to be completed or to suspend the issue of his certificate the completion until such instructions have been affected as shall enable him to certify that the work has been completed to his satisfaction.
- 36.7 The inspection of the work or materials shall not relieve the contractor any of his obligations to fulfill the terms of the contract as herein prescribed by the plans and specification.
- 36.8 Failure to reject any defective work or material will not in any way prevent later rejection when such defect is discovered or obligate the department to make final acceptance.
- 37.1 Unless otherwise provided in the contract documents materials such as rubble, gravel, sand murrum Kankar earth, soil, etc. obtained from execution and materials obtained by dismantling any existing structures shall remain the property of the College, when deemed fit, the Principal and the entire Building Committee may within the approval of competent authority permit the use of such materials on the work in substitution of materials which the contractor would have otherwise provided, subject to the condition that suitable deduction shall be made in the rate of the items in which such materials are used.
- 37.2 Any trees, branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over to the public works department or disposed of as directed.
38. The contractor shall be required to keep at the site of the work the following Technical staff, for works costing Rs. 2 lacs and above as under:-
- |  |   |
|--|---|
| When costing Rs. lacs above                                  | One qualified Overseer (Diploma Holder)   |
| Upto Rs. 5 lacs in under execution.                          | with at least 5 years experience.   |
| Wwhen a work costing more than Rs. 5 lacs is under Execution | One qualified Engineer (Degree Holder) with at least 5 years experience with suitable |

Contractor

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supplementary staff according to the requirement of work.

39. Department shall not be responsible for any depreciation in the value of securities, nor for any loss of interest thereon.
40. Canvassing in connection with a tender in any form renders the tender liable to rejection.
41. In case of any discrepancy between description in a works and figures quoted by a tenderer the description in words shall prevail.
42. If there are varying or conflicting provisions made in any document forming part of the contract the accepting authority shall be the deciding authority with regard to the intension of the document.
43. No reference for arbitration shall be maintainable unless the contractor furnishes a security deposit of a sum determined according to the table given below and the sum so deposited shall, on the termination of the arbitration proceedings be adjusted against cost, if any, absence of any such cost being awarded, the whole of the sum be refunded to him within one month from the date of award.

Amount of Claim	Rate of Security Deposit
For claims below Rs. 10,000/-	2% of the amount claimed
For claims of Rs. 10,000 and above and below Rs. 1,00,000/-	5% -do-
For claims below Rs. 1,00,000/- and above	10% -do-

If, however, the contractor, the seeks to some assistance from the department in connection with arranging water/electric connection from the Public Utility Service authorities for the purposes of the College work such assistance only to the extent of writing a letter from the Principal to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

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

Contractor

Witness

Principal



**EXPLANATORY NOTES**

1. The above rates are for complete including cost of all materials, labour, tools and plants and water etc. unless specified.
2. All other such covered by the Haryana P.W.D. schedule of rate 1988 connected upto date and got carried out, if any, will be paid for as per Haryana P.W.D. schedule of rates, 1988, corrected upto date subject to the accepted tendered premium/abatement given by the contractor.
3. All clauses and notes given in the Haryana P.W.D. schedule of rates, 1988 with upto-date correction slips shall be applicable to all above wherever necessary.
4. The description, rates units, etc. of above schedule shall be corrected as per Haryana P.W.D. schedule of rates, 1988, in case of any error or omission.
5. Chapter number with items referred to above are of Haryana P.W.D. schedule of rates, 1988, corrected upto-date.
6. The whole work shall be carried out strictly in accordance with the Punjab P.W.D. specifications book 1963 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 P.W.D. schedule of rates 1988, corrected upto-date.
8. Samples of all building materials, doors and windows fittings and other articles required for use on the work shall be got approved from the Principal and the entire Building Committee. Articles manufactured by firms of repute, approved by the Principal and the entire Building Committee shall only be used. Only articles classified as "First quality" by the manufacturers shall be used. Articles which are not 'First quality' shall be rejected by the Principal and the entire Building Committee. Preference shall be given to those articles which bear I.S.I. certificate on mark. In case the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant I.S.I. specifications. All materials and articles brought by the contractor to the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Principal and the entire Building Committee.
9. The contractor shall provide suitable measuring arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.
10. The contractor shall provide such recesses, holes openings etc. as directed by Principal and the entire Building Committee, as required for the Electrical/Sanitary work and nothing shall be payable on the account.
11. Thickness of R.D.E. shall be measured and paid for as per structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Principal and the entire Building Committee shall be measured for payment.
13. Wherever there is a provision for flush doors, only doors as bear the I.S.I. certification marks and arranged from manufacturers of good repute shall be accepted. In case flush doors bearing I.S.I. certification marks are not available in the market, flush doors conforming to I.S.I. specifications and arranged from manufacturers of good repute shall only be accepted.
14. Steep but things shall strictly conform to Indian Standards specification, IS-1341-1970 (latest edition) and dimensions given in Table 2 for medium weight cold rolled mild steel but hinges of the above specifications. Hinges shall be good workmanship and manufactured by the firm of good repute.
15. The provision of Public Health and electric installations involved in the execution of work is not covered by this contract and, as such, the premium/abatement quoted by

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the contractor shall be applicable/payable on chapter 28 to 31 of Haryana P.W.D. schedule of rates, 1988.

16. Analysis of rates for non-schedule/non agreement items i.e. items which are not provided in the Notice Inviting Tender/Haryana P.W.D. schedule of Rates, 1988, corrected up-to-date shall be payable as per actual lowest market from the recognized public market suitable to the execution division and wages of a labour as applicable at the time of execution of work, plus admission contractor's profit and over head charges. For such items of materials the contractor shall be required to produce original vouchers, which shall be subjected to verification by the Principal and Building Committee , if deemed necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the department financial rules is existence at the time approval.
17. Tender with the condition regarding steel work to be done at labour rates shall be considered invalid and rejected straightway.
18. The Quantities of items given in the Schedule are tentative. These can be increased or decreased as per working Architectural drawings structural drawings.
19. For quality control the contractor shall be required to use cement concrete mix giving minimum cube strength as may be prescribed in the tests relevant structural drawings of work. For cement concrete and cement motor work and other items the test should be regularly carried out as per procedure laid down in relevant I.S.I. & other codes at the expense of the contractor.
20. Irrespective of what is stated in para 9 (b) of the preface of Haryana P.W.D. schedule of rates, 1988, no carriage of cement, steel and bricks or any other type of material shall be admissible irrespective of lead involved.

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**A.I. JAT H. M. COLLEGE, ROHTAK**  
**ADDITIONAL CONDITIONS**

1. The work will be carried out strictly in accordance with the P.W.D. specifications 1963 additional to applicable in Haryana State with upto date correction slips.
2. In this contract schedule items only essential portion of description of items has been written out it will deem to cover the entire items as described fully in Haryana P.W.D. Schedule.
3. The Principal and the Building Committee shall be entitled to order work against any item of work shown in the contract schedule of rates therein after called the schedule to any extent and without any limitation whatsoever required in his opinion for the purpose or work irrespective of the fact that quantities are committed altogether in the schedule and if shown less or more than the work ordered to be carried out.
4. The items of work not provided in this contract schedule of rates but executed at the site will be decided by the Principal and his decision shall be binding upon the contractor.
5. All the item in this contract of schedule of rates are subject to foot notes as given in Haryana PWD Schedule of dates 1988 regarding these items.
6. Approximate quantities are given in the contract schedule of rates and these can vary at the time of execution of work. The payment will however be made according to the actual work done by the contractor.
7. All the amendments issued in the Haryana PWD schedule of rates and these can vary at the time 1988 until date of opening the tender will be applicable on this contract schedule or rates.
8. The contractor will have to make his own arrangement of brick.
9. No claim will be entertained from the contractor in case any mistake in description rate or unit occurs in any of the items, taken in the schedule on account of typing or comparison or oversight. If there will be any such mistake, these will be rectified at any stage by the Principal and Building Committee.
10. For sanitary installation items or STR no. 19 schedule item number 30.64 HSR pipes which bear ISI certification marks shall be allowed to be used in the works.
11. No claim shall be entertained on account of increase in price of labour and materials due to any caused whatsoever.
12. The 75% security will be refunded after three months of completion of work and 25% after payment of the final bill.
13. No pits shall be dug by the contractor near the site of work or within College's land for taking out earth for use on the work. In case of defects the pits so dug will be filled in by the department at the cost of contractor plus fourteen percent department charges.
14. The rate to be quoted by the contractor should be inclusive of octroi, terminal tax royalty sales tax and all other taxes and charges whatsoever these may be. These should be for complete work in all respects and nothing extra will be paid on any account.
15. The contractor has to make his own arrangement for all items required or indirectly for completion of the work except these mentioned on page \_\_\_ if available of this N.I.T.
16. Water required for execution of this work will be made available from the pipeline already laid by the Department at contractor's cost. The carriage of water from the point of delivery to the work and its storage at suitable location will be done by the contractor at his own cost. He shall apply for connection etc. and necessary charges in the shape of security and others shall be deposited in the office. The charges of water

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shall be recovered from the contractor's bills @ 0.5% (1.75% in case of work at labour rate) of the gross work executed (Civil, E.I., PH and furniture etc.) as per Gen. Rule no. 9 of HSR 1988.

17. The contractor must remove all his material and debris and clean the site within 100 feet of the building after work is completed the debris shall be removed by the contractor out of the College Campus otherwise the same will be got done at his risk and cost. After one month from the date of completion of work the material as such would become the property of College.
18. a) The contractor shall be responsible for loss of damages to any material issued to him by the College from any cases whatsoever in case of material as provided on page \_\_\_ of this N.I.T. material issued to the contractor by the Principal and the Building Committee for use directly on the aforesaid work or manufactured material required in connection with if any quantity is not utilised for the purpose which it is issued and is otherwise, disposed-off by him or spoiled or allowed to be used as per Principal, the cost of such quantity of that material shall without prejudice other rights and remedies available to the College be recoverable from the contractor at double the rate which it is agreed to supply the contractor. There recovery from the contractor or the material consumer in excess of short of original requirement as per specifications herein stipulated or otherwise by the Principal other than variation detailed in the proceeding clause will be regulated as under: -  
If actual consumption exceeds the original consumption by 5% or less, no action shall be taken. If actual consumption exceeds the excessive consumption of material beyond 5% at double the issue rate, provided in the contract.
- b) For short consumption of material:  
Upto 5% (five percent) the recovery of the cost of the material thus saved would be made from the contractor at the issue rates which material are agreed to issue (ii) less consumption of material more than 5%. The rates concerned items will be reduced where less material might have been consumed and the same would be reduced proportionately, to the material used lesser than prescribed.  
Further, there it is not possible to determine the exact items on which less material have been used the cost of material would be recoverable will be opened in case where the items or work become non-schedule and non-agreemental due to less consumption of material, the Principal may sanction such, non-schedule for non-agreement rate Rs.. 2000/- where amount larger than these mentioned above involved rates will not be approved from the Principal and the entire Building Committee of the College. It should also be left to the Principal and the Building Committee to determine whether stability of the structural affected adversely by less consumption of the material and in case where he feels that it is likely to be so it is to information to reject the work and his decision in such case would be final.
19. Nothing extra shall be paid for damage caused by rains and floods or any other act of God / Nature.
20. The Agency, who puts a Condition to claim interest on delayed payment due to any reason its offer, will be rejected outrightly.

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**A.I. JAT H. M. COLLEGE, ROHTAK**  
**CONTRACTORS LABOUR REGULATION**

1. Short title- These regulations, may be called A.I.Jat H.M. College, Rohtak Contractor's Labour registration.
2. Definition- In the regulations, unless otherwise expressed or indicated the following words and expressions shall have the meaning hereby assigned to them respectively that is say.
  - i) "Labour means workers employed by AI Jat HM College, Rohtak contractor directly through a sub contractor or other person or by an agent on his behalf.
  - ii) "Fair wages" mean wage whether for time for piece 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 AI Jat HM College, Rohtak for the District in which the work is done.
  - iii) "Contractor" shall include every person whether a sub-contractor or head-man or agent employing labour on the work taken on contract.
  - iv) "Wages" shall have the same meaning as defined in the payment of Wages Act 1936 and include time and piece rate wages.
3. Display of notices, regarding wages, etc. The contractor shall before the commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous place on the work, notices in English and in local Indian Language spoken by the majority of the workers giving the fair wages notified or prescribed by AI Jat HM College, Rohtak and then hours of work for which such wages are earned.
4. Payment of wages
  - i) Wages due to every worker shall be paid to him directly.
  - ii) All wages shall be paid in current coin or currency or in both.
5. Fixation of wages periods
  - i) The contractor shall fix wage period in respect of which the wages shall be payable.
  - ii) No wages period exceed one month.
  - iii) Wages of every workman employed on the contract shall be paid before expiry to 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 his shall be paid before the expiry of the day succeeding the one which his employment is terminated.
  - v) All the payment of wages shall be made on a working day
  - vi) Wages Book and Wages Slips etc.
    - 1) The contractor shall maintain a Wage Book of each worker in such form as may be convenient but the same shall include the following particulars: -
      - a) Rate of daily or monthly wages.
      - b) Nature of work on which employed.
      - c) Total number of days worked during each wages period.
      - d) Total amount payable for the work during each wages period.
      - e) All deductions made from the wages with an indication in each case of the grounds for which the deduction is made.
      - f) Wages actually paid for each wages.
    - 2) The contractor shall also maintain a Wage Slip for each worker employed on this work.
    - 3) The authority competent to accept the contract may grant an exemption from the maintenance of wage Book and wage slips to a contractor who in his opinion, may not directly or indirectly employ more than 100 persons on the work.

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Fines and deductions which may be made from wages

- i) The wages of a worker shall be paid to him without any deduction of kind except the following: -
    - a) Fines
    - b) 'Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
    - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
    - d) Any other deduction which the college may from time to time allow.
  - ii) No fine shall be imposed on a worker and on deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fine or deductions.
  - iii) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an amount equal to half an anna in a rupee of the Wage payable to him in respect of that wage period.
  - iv) No fine imposed on any worker shall be recovered from his by instalment or after the expiry of 60 days from the date on which it was imposed.
8. Registers of fines
- i) The contractor shall maintain register of fines and of as deductions for damage or loss. Such register shall mention the reasons for which fine was imposed or deduction for damage or loss was made.
  - ii) The contractor shall maintain a list in English and in local Indian language clearly defining acts and commission for which penalty of fine can be imposed. He shall display such list and maintain it in clean and legible condition in conspicuous place of work.
9. Preservation of Books- the wage book, the slips and the register of fine deductions require to 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 made investigate the enquiry-  
The Labour Welfare Officer or any other person authorised by the AI Jat HM College, Rohtak, 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 the provision of these regulation. He shall investigate into and complaint regarding the default made by the contractor or such – contractor in regard to such provision.
11. Report of Labour Welfare Officer: The Labour Welfare Officer or any other person authorised as aforesaid shall submit a report of result of his investigations or enquiry to the Principal and Building Committee concerned indicating the extent if any to which default has been committed and the amount of fine recoverable in respect of the acts or commission and commission of the labour with a note that necessary deduction from the contractor's will be made and the wages and other dues be paid to the labours concerned.
12. Appeal against the decision of the Labour Welfare Officer-Any person aggrieved by the decision and recommendation of Labour Welfare Officer or other person so authorised may appeal against such decision 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 to a lawyer during the investigation enquiry appeal or any other proceeding under these regulates.

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13. Inspections of register : The contractor shall allow inspection of the Wage Book and wage slip to any of his worker or to his agent at a convenient time and place after due notice is received or the Labour Welfare Officer or any other person authorised by the AI Jat HM College, Rohtak on his behalf.
  14. Submission of return: The contractor shall submit periodical return as may be specified from time-to-time.
  15. Amendments: The A. I. Jat H. M. College, Rohtak from time-to-time add or amend these regulations and on any questions as to the application interpretation or effect of the regulation the decision of the Labour Commissioner to Haryana.
- i) A. I. Jat H. M. College, Rohtak or any other person authorised by the A. I. Jat H. M. College, Rohtak in that behalf shall be final.

**Conditions:**

1. The lowest bidder will be required to produce one sample each of the finished item at the time of negotiation. The agency should keep the items ready for producing them in the office of the Principal for inspection by the committee.
2. The agency will have to setup its own workshop in the College Campus at a place to be indicated by the Principal. No rent for the space will be charged from the agency. However, all other arrangements such as temporary sheds, electric and water supply connection etc. Will have to be made by the agency. The College will not pay any charges towards electric or water bills.
3. The supplier after allotment of work will prepare one sample of each article within ten days before manufacturing the build quantity minor changes suggested if any shall be in corporate by the supplier without affecting the accepted rates of the item/s.
4. No item of furniture will be painted, polished unless the same has been inspected by the Committee in its natural form. The number of pieces to be put up for inspection at a time will be decided later. The material such as paints, varnish, spirit, nails screws, teakwood, block boards, play, decolita, hard rubber shoes, M.D. tubes and any other material required for the manufacturing of the furniture will be procured by the Agency after the respective samples of each item have been approved by the Principal and the same will be stored on the College Campus. Nothing will be removed our side the campus without the express permission of the Principal.
5. Nothing extra will be paid on account of increase/decrease in quantity to be supplied or increase/decrease in the amount of the work, at any stage during the execution of the job, or increase/decrease on account of change of specifications/variations in the approved drawings at any stage. Even if the contractor has already procured the material, he will not be paid any compensation for any loss because of the change referred above.
6. Any part of the work can be withdrawn from the agency at any stage without any compensation for the same to the contractor on account of any loss suffered on this account.
7. All joints should fir in truly and fully without using filling materials. The responsibility for all joints shall rest upon the supplier. Should any joint, part or portion of the furniture fail or break due to weak joints or defective work-man-ship etc.

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**FAIR WAGE CLAUSE**

- (a) The contractor shall pay not less than the fair wage to labourers engaged by him on the work.  
Explanation: "Fair wages" mean whether for time for piece work notified from time-to-time for the area and where such wages have been so notified, the wages prescribed by the PWD B & R Branch Haryana, for the District in which the work is done.
- (b) The contractor shall notwithstanding the provisions of any agreement to the including any labour engaged by his subcontractors in connection with the said work, as if the labourer had been directly employed by him.
- (c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement the contractor shall comply with cause to be complied with the Haryana PWD Contractor's Labour Regulations made by the Govt. From time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance to wage, register, wage back wage slip publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of such like nature.
- (d) The Principal and the Building Committee concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good and less suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages which are not justified by the terms of the contract or for non-observance of the regulations referred to in Clause (c) above.
- (e) *viz-a-viz*, the Haryana Public Works Deptt. The contractor shall be primarily liable for all payments to be made under and for the observance of the regulations, aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- (f) The regulations shall be deemed to be a part of this contract and any branch there of shall be deemed to be a breach of this contract.

Contractor

Witness

Principal



**Rules for the protection of Health & Sanitary arrangements for Workers employed by the A. I. Jat H. M. College, Rohtak of its Contractors**

The contractors shall at his own expense provide or arrange the provision of foot wear for any labour doing cement mixing work (the contractor has undertaken to execute under the contract) to the satisfaction of the Principal and the Building Committee and on his failure to do so. The College shall be entitled to provide same and recover the cost from the contractor.

The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Principal a true statement showing in respect of second half of the month and the first half of the current month respectively (i) the number of labours employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accident that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage & injury caused by them and (v) the number of female worker who have been allowed Maternity according to the clauses 19-F and the amount paid to them failing which the contractor shall be liable to pay to the Jat College, Rohtak a sum not exceeding Rs. 50/- for each default or for materially incorrect statement. The decision of the Principal shall be final and deduction amount levied as fine shall be made from any bill due to the contractor.

Maternity benefit for female workers employed by contractor leave and pay during leave shall be regulated as following.

- (i) **Leave** (i) in case of deliver Maternity leave not exceeding 8 weeks. 4 weeks up to and including the day delivery and 4 weeks following that day.
- (ii) **In case of miscarriage:-** Upto 3 weeks from the date of miscarriage. Pay in case of delivery leave pay during maternity leave will be at the rate of the women average daily earnings calculated on the total wages earned on the days when full time work has done during a period of 3 months immediately proceeding the date of which she gives notice that she expects to find or at the rate of Rs. 12/- per day whichever is greater.
- (iii) **In case of miscarriage:-** Leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately proceeding the date on which she proceeds on leave.

**FIRST AID**

- (a) At every work place there shall be maintained in easily accessible place first aid appliances including adequate supply of sterilized cotton wools. The appliances shall be kept in good order and in large work places shall placed under the charge of a responsible person who shall be readily available during the working hours.
- (b) At large work places where hospital facilities are not available within early distance of the works first aid point shall be established and run by a trained Compounder.
- (c) Where large work places are situated in cities, towns or in their suburbs and no beds are considered with one bed for every 250 employees.
- (d) Where large work places are situated in cities, towns or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals a suitable transport shall be provided to facilitate remove of urgent cases to these hospitals. At other work places some conveyance

facilities such as car shall be kept readily available to take injured persons suddenly taken seriously ill to the nearest hospital.

**Scale accommodation in latrines and urinals: -**

These shall be provided within the premises of every work place latrines and urinals in an accessible place and the accommodations separately for each of them shall not be less than the following scales.

- |   |           |
|---|-----------|
| (a) Where the number of persons does not exceed 50                | 2         |
| (b) Where the number of persons exceed 50 but does not exceed 100 | 3         |
| (c) For every additional 100                                      | 3 per 100 |

In particular cases the Principal and the Building Committee shall have power to vary scale where necessary.

**Latrines and Urinals for women: -**

If women are employed separate Latrines and urinals scrunch from those for men and marked in the vernacular in suspicious letter "For men only" shall be provided on the scale laid "For men only" A poster show in the figures of a Man and Women shall also be exhibited at the entrance for each sex. There shall be adequate supply of water close to the Urinals and latrines.

**Latrines and Urinals: -**

Except in work places provided with flushed latrines connected with a water borne sewerage system all latrines shall be tarred inside and outside at least once a year.

**Constructions of Latrines: -**

The inside walls be constructed of masonry of some suitable heat resisting non-absorbent materials shall be cement washed shall be noted in register maintained for this purpose and kept for inspection Disposal to execute.

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

**Provision of shelters during rest: -**

At every work place at which 50 or more women workers are ordinarily employed there shall be two huts for use of children under the age of 6 years belonging to such women. One hut shall be used for "infants" to play and other as their bed rooms. The huts shall not be constructed on a lower standard than the following: -

- (a) Thatched roofs.
- (b) Mud floors and walls.
- (c) Plants spread over the mud floor, and covered with mattings.

The huts be provided with suitable and sufficient opening for night and ventilation. There shall be two days in attendance Sanitary utensil shall be provided to the satisfaction of health officer of the area concerned. The use of the hut shall be restricted to children their attendants and mothers of the children.

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

**General rules as the scaffolds:**

**Article No. 7**

- (1) Suitable scaffolds shall be provided for workmen for all work that cannot be safely done from a ladder or by other means.
- (2) Scaffolds shall not be constructed taken down or substantially altered except:

- (a) Under the supervision of a competent and responsible person and
- (b) As far as possible by competent works passing adequate experience in this kind of work.
- (c) All scaffold appliances connected there with all ladders shall
- (3) (a) Of sound material
- (b) Be of adequate strength having regard to the leads and strains to which type will be subject.
- (c) Be maintained in proper condition.
- (4) Scaffolds shall not be overloaded and so far as precaution shall be evenly distributed.
- (5) Scaffolds shall be so constructed that no part of their can be displaced on sense quencher moral use
- (6) Before installing lifting gear on scaffolds special Precautions shall be taken to ensure the strength and stability of the scaffolds. Scaffolds shall be periodically inspected by competent person.
- (7) Before allowing a scaffolds to be used by the workmen, every shall whether the scaffolds has been erected by his workmen or not taken steps to ensure that it complies fully with the requirement of this article.

**Article No. 8**

- 1. Working platforms gangways and stairways shall:
  - (a) Be so constructed that no part the road can.
  - (b) Be so constructed and maintained having regard to the prevailing conditions as to reduce as far as practicable.
  - (c) Be kept free from any unnecessary obstruction.
- 2. In the case of working platforms gangways and stairways structure the height exceeding that to be prescribed by laws or regulations.
  - (a) Every working platform and every gangway shall be closed beared unless other adequate measures are taken to ensure safety.
  - (b) Every working platform and gangway shall have adequate with and,
  - (c) Every working platform gangway shall places and stairway shall suitably fenced.

**Article No. 9**

- 1. Every opening in the floor of a building or in working platform shall except for the time and to the extent required to allow the excess of persons or the transport or shifting of Material be provided with suitable means to prevent the fall as material.
- 2. Those persons are employed on a roof where there is a danger of falling from a site exceeding that to be prescribed by national laws or regulation suitable precautions shall all be taken.

**Article No. 10**

- 1. Soft means of access shall be provided to all working platform and other working places.
- 2. Every place where work is carried on and the means of approach shall be adequately lighted.
- 3. Every ladder shall securely fixed and or such length as to provide secure hand hold and feet hold at every position at which it is used.
- 4. Adequate precautions shall be taken to prevent danger from electrical equipment. General rules as safety equipment and first aid.
- 5. No material on the site shall be so stocked or place as to cause danger to equipment.

**Article No. 16**

- 1. All necessary personal safety equipment shall be kept available for use the persons employed on the site and be maintained in condition suitable for immediate use.
- 2. The workers shall be required to use the equipments thus provided and the employees shall take adequate steps to ensure proper use of the equipment by those concerned.

**Article No. 18**

Adequate provision shall be made for prompt first aid treatments of all enjoy likely to be sustained during course or work.