

From

The Chief Administrator,
HSAM Board,
Panchkula.

To

All the SE's/XEN's,
HSAM Board in the State of Haryana.

Memo no: CEA-I-2010/ 18692 - 722

Dated: 30-11-2010

Sub: Implementation of System for procurement of bitumen, cement & steel through contractual agencies for execution of development works of roads and mandis.

As per approval of Govt., Board has implemented the procedure for procurement of bitumen, cement & steel through contractual agencies and also approved the execution of earth work from a lead of 2 km. Accordingly, the conditions regarding supply of material, its consumption, billing, escalation cost and quality control etc. as approved by the competent authority and circulated in the field, now to maintain the uniformity of all conditions in the DNIT to be prepared by the field offices, it is necessary to club these conditions in the DNIT. It is further added that to maintain the uniformity of nomenclature for the items involving provision of bitumen relating to the road work & earth filling for link road & Mandi work, the same is also approved by the competent authority. You are requested to submit the DNIT's with incorporating these condition/ nomenclature where ever applicable hence forth.

A:- NOMENCLATURE OF ITEMS

Sr.No.	Description	Unit
1	Providing and laying tack coat on existing black top surface including cost of bitumen grade VG-10 as per IS:73 @30 KG/100 Sqm. complete in all respect	Sqm
2	Providing & laying tack coat on new water bound macadam surface including cost of bitumen grade VG-10 as per IS:73 75kg/100 Sqm. complete in all respect	Sqm
3	Providing and laying 20 mm thick premix carpet using tar or bitumen as binder for all operations, binder and supply of aggregate 13.2 mm gauge @ 1.8 cum per 100 sqm & 11.2 gauge @ 0.90 cum per 100 sqm heated and mixed with mechanical mixer, laying and rolling it with road roller including cost of lightning arrangement sign boards and night watchman, including cost of bitumen grade VG-10 as per IS:73@ 146kg/100 Sqm. complete in all respect as per MORT & H specification (latest edition)	Sqm
4	Providing and laying premix 'B' type seal coat with bitumen and fine aggregate mixed and heated with mechanical mixer including rolling with road roller etc. complete including cost of supply of bitumen grade VG-10 IS:73 @ 68kg/100 Sqm.& sand 0.60 cum / 100sqm complete in all respect as per MORTH specifications (latest edition)	sqm
5	Providing and laying premix dense bituminous macadam on road with coarse aggregate and bitumen mixed and heated with mechanical mixer in the proportion as per design for criteria specified, carriage of the premixed material from plant site to site of work and laying the same , with paver and rolling it with road roller to achieve specified value of compaction , strength and surface accuracy complete including the cost of establishment and setting up	Sqm

	<p>field laboratory for quality control , plant transportation , lighting arrangements , sign boards and chowkidars etc. complete , including the cost of supply of bitumen VG-10 grade as per IS:73 @3.3% of mix weight and taking quantity of material (grading 40 mm nominal size) as 25mm-10 mm gauge 40% , 10mm to 5 mm gauge 40% and 5 mm & below 20%. Complete in all respect as per MORT & H specifications (latest edition)</p> <p>NOTE:- quantities(by volume) material will vary as per the density of material quarry to quarry(approved source)</p>	
6	<p>Providing & Laying 20 mm thick bituminous concrete on road including mixing and heating bajri and bitumen, with Mechanical mixer on the proportion as per design for criteria specified including carriage as premixed material from plant site to site of work and laying the same with paver and rolling it with road roller to achieve specified value of compaction, surface accuracy and strength complete including the cost of establishment and setting up of field laboratory for quality control, plant transportation, lighting arrangements, sign boards and chowkidars etc. including the cost of supply of bitumen grade VG-10 as per IS:73 @ 146 kg per 100sqm. and supply of aggregate 13.2 mm gauge @ 1.80 cum/100 sqm & 11.2 mm gauge @0.90 cum/100 sqm.</p>	sqm
7	<p>Providing and laying surface dressing with supply of bitumen of grade VG-10 as per IS:73@100 kg per 100 sqm and supply of bajri of gauge 13.2 mm @1.0cum per 100 sqm including heating, cleaning road surface and also cost of fuel including rolling etc. complete. as per MORTH specifications (latest edition)</p>	sqm
8	<p>Providing , laying and consolidation of stone metal 75 mm thick (compacted) wearing coat to built up spray grout specification including making side dowels carrying the metal from stack and spreading the templates in the Ist layer and consolidating the same with road roller to proper camber giving Ist spray of</p>	Sqm

	binder and again laying 2 nd layer of stone metal including consolidating with road roller to proper camber and 2 nd spray of binder including the key aggregates and rolling with road roller, excluding the cost of templates, barriers and lighting arrangement and chowkidars and also the cost of tack coat including cost of bitumen of grade VG-10 as per IS:73 @150 kg per 100 sqm for Ist layer and 150 kg/100 sqm for second layer and including supply of material of gauge 53 mm to 2.8 mm @ 10 cum/100 sqm and 1.30 cum/100 sqm key aggregate of gauge 22.4 to 2.8 mm complete in all respect. as per MORT & H specifications (latest edition)	
9	Earth work on embankment in all kind of soil with minimum CBR value 5 % with any lead & lift including dressing and laying in layers not exceeding 25 cm loose thickness including watering and rolling of desired density inclusive of all sort of compensation of land/earth, as per MORT & H specifications	cum

B:- CONDITIONS

EARTH WORK AND OTHER MATERIAL IN THE EXECUTION OF WORKS(EARTH WORK)

1. No earth shall be taken from the width of available consolidation path(Right of way) and up to 50 mtr from the outer boundary of consolidation path(ROW) on both sides.
2. A lead of 2 km should be considered for the purpose of estimation, analysis for financial comparison etc only.
3. The payment of earth work in case of construction of link roads & raising of roads will be released as per given below:-

(I) 80% of quoted rate will be given for the quantity of earth work executed at site

(II) Another 10% of quoted rates for quantity of already executed earth work will be released after laying the WBM of Grade-I layer of stone metal for the specific km.

(III) Remaining 10% of quoted rates for the quantity of already executed earth work will be released after laying of WBM Grade-II layer of stone metal for the specific km.

(BITUMEN TO BE ARRANGED BY THE CONTRACTUAL AGENCY)

1. The receipt of every tanker of bitumen shall be e-mailed by the concerned Executive Engineer within two hours of unloading to S.E./C.E. concerned in the enclosed format as Annexure-I.
2. The unloading of bitumen at plant site will be done in the presence of representative of Board not less than the rank of Sub Divisional Engineer/Junior Engineer. The day-to-day receipt and issue account of bitumen shall be maintained by the agency and will be signed daily by both the S.D.O./J.E.-in-charge and contractor or his authorized representative.
3. The Executive Engineer will send the bitumen indents of refinery to the concerned refinery for verification before the final payment as many fake indents are also available in the market.
4. The details as mentioned in Annexure-I shall be circulated to the

nearest divisions of PWD (B&R), HSAMB, HUDA and any other Govt. organization where such works are going on so that the agency may not get counted the same supply of bitumen tanker on both sides.

5. No contractual agency should be allowed to work from the same hot mix plant against two different contracts at one time. If he wants to start work on new other project, he will have to take permission from the concerned Executive Engineer in writing, intimating the balance quantity of bitumen available at plant site. Similarly, he will intimate the quantity of bitumen at the time of restart. The Executive Engineer can give permission in writing only and same should be e-mailed to S.E./C.E. concerned. No verbal permission will be entertained.

6. An undertaking should be taken from the agency during the payment of every bill that:-

- He has actually purchased the material as per list enclosed as Annexure-I (the annexure should be part of undertaking).
- He has used this bitumen on this work only.
- He has not claimed its cost from any other division/office or from anywhere else.
- The data submitted by him is totally correct.
- He owns full responsibility for the quality & quantity of bitumen and submission of data.

7. For controlling the quantity of mixed material, the following procedure be adopted:-

- The Contractor shall arrange a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer-in-Charge or his representative.
- Each truck before loading of the mix material shall be weighed on the Weigh Bridge and its weight shall be recorded in the measurement

book under the signature of the Contractor or his authorized representative and of the Engineer-in-Charge on behalf of Executive Engineer.

- The truck shall again be weighed on the weigh bridge after loading of the mixed material and its weight will be recorded as per prescribed performa.

8. The details of mixed material should be compiled as per following procedure:-

- A slip should be issued by JE at the plant site as per Annexure-II.
- The slip book should be in triplicate form containing three colour vouchers i.e. Pink, Yellow and White.
- White slip shall be retained at plant site, Yellow & Pink shall be sent to work site. Yellow slip shall be returned to J.E. at plant site duly signed by JE & SDE-in-Charge and Pink slip shall be retained by JE-in-Charge.
- A register showing these details shall be maintained at site.

9. In corporation of escalation/de-escalation clauses regarding the rates of bitumen in the contract agreements:-

- 9.1. The frequent increase/decrease in the rates of bitumen can create uncertain conditions for the contractual agencies as well as for the department also. To overcome this problem, the rate of bitumen at the refinery on the date of receipt of tender shall be considered as base rate. If during the execution of the work, the rate of bitumen increases or decreases at the refinery, the difference in cost shall be paid/recovered from the contractor in the bills subject to the conditions mentioned below in para 9.2 to 9.4.
- 9.2 The bitumen will be arranged by the contractor from approved refinery only.
- 9.3 The contractor shall submit original bill/ voucher of the refinery while claiming the payment for the work done. The bill/ voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment

due to increase in rate of bitumen will be paid if the original bill/ vouchers are not submitted by the agency. No increase in prices of the bitumen shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement.

- 9.4 After approval of tender, the contractor shall submit the work programmed for execution of work and get it approved from the Engineer-in-Charge in the time limit prescribed in the tender document. The increase in rates of bitumen shall only be paid if the bituminous work is carried out within the prescribed period as per the approved work programmed.
10. Bitumen conforming to the I.S. specification latest edition shall be arranged by the agency them selves. The agency will also be responsible for its proper consumption, up keep and safe custody etc.
11. The consumption of bitumen shall be governed by the relevant chapter of HSR/MORTH specifications 2001 alongwith subsequent amendments.
12. Sufficient storage capacity i.e. minimum 100 MT with heating arrangements shall be arranged by the agency.
13. Bitumen to be used on the work shall be heated in boilers only and not in open area. Spray of bitumen shall only be done with mechanical sprayer. The premixing of bitumen and stone aggregates shall be done by hot mix plants of approved make.
14. The loaded tanker of bitumen will be weighed and unloaded in the presence of S.D.O./J.E. in charge and necessary entries will be made in the register for maintaining proper daily account of consumption.
15. In the case of actual consumption of bitumen is less than up to 5% to the specified quantity as per specifications, recovery for less consumption shall be made at current rate of bitumen while in the case of consumption is lesser by more than 5% of the specified quantity, the matter shall be referred to the S.E. for decision as to whether the work can be accepted or not, if the S.E. decides that the work can be accepted, then recovery of less consumed quantity shall be made at double the current rate of bitumen.
16. If the actual consumption of bitumen is more than the specified quantity as per specifications, no additional payment shall be made

to the contractor.

17. The bulk bitumen shall be kept in the fenced enclosures to avoid any incident of theft/mishappening. The consequences, if any, shall be of the agency.
18. Various quality control operations will be maintained as per PWD specifications 1990, where Haryana PWD specifications is silent, MORTH specifications will be followed
19. The agency shall arrange suitable measuring instruments at plant site.
20. No extra payment on account of quality control shall be made to agency.
21. In order to check the consumption of bitumen, the following norms/sample of checking shall be conducted:
 - Bituminous Work - One test for 50 MT quantity and not less than two tests per day.

(STEEL FOR REINFORCEMENT AND CEMENT ARRANGED BY THE CONTRACTUAL AGENCY)

1. The Steel of EQRFe-500 grade conforming to ISI 1786, of reputed firms such as SAIL/RINL/TISCO/HISCO only for the use in reinforcement shall be arranged by the agency itself for the use in the work with escalation and de-escalation within the scheduled time. In case of non availability of steel from these companies, the Engineer-in-Charge may allow steel of other reputed firms as approved by him and in such cases, recovery as provided in HSR shall be made.
2. The steel so arranged by the agency shall be weighed at Weigh Bridge. The weighment slip will be produced while delivery of steel at site. The payments shall be regulated as per theoretical weight or actual weight of steel whichever is less.
3. The Engineer-in-Charge will maintain proper account of store regarding supply & consumption of steel supplied by the agency. The bill of the agency shall be entertained after the production of original bill of the firm from which the material has been purchased.
4. Ordinary Portland Cement of 43 grade conforming to ISI standards and of reputed firm as approved by the Engineer-in-Charge shall be

arranged by the agency himself for the use on the work at his own cost. The Contractor shall offer three makes of cement BIS marked to the Engineer-in-Charge, who in turn, shall approve one make of cement to be used at site. If PPC is allowed to be used by the Engineer-in-Charge, then recovery as provided in HSR shall be made. The cement manufactured by mini cement plants shall not be allowed to use at any cost. The agency shall submit sample test report of the lot of cement arranged for use in the work. The original vouchers/bills of cement procured by the agency shall be submitted to the Sub-Divisional Engineer before the use of cement on the work. The S.D.E./J.E. of the work shall be held fully responsible for the quality of the cement used in the work.

Note:- The test certificate from Shree Ram Test House or any other reputed Govt. approved test house shall be supplied by the agency for each lot of cement and steel. The department shall also get the cement and steel tested frequently from any of the following institutions for which charges shall be borne by the agency.

- (a) Central Road and Research Institute (CRRI)
- (b) National Council for Cement & Building materials (NCCBM)
- (c) Indian Institute of Technology Delhi (IITD)
- (d) Shriram Institute of Industrial Research, New Delhi (SIIR)

5. The original vouchers/bills of steel and cement shall be supplied to the department for verification and payment.

6. When the department is giving responsibility of procurement of cement and steel to the contractors then there is a need to have clauses to compensate for increase/decrease in market prices. To settle this issue, the mechanism described as under should be followed:-

7. If after submission of the tender, the price of cement/steel reinforcement bars incorporated in the works increases beyond the prices prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

8. If after the submission of the tender, the prices of cement/steel incorporated in the works decrease, the Board shall in respect of these materials incorporated in the works be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement/steel as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the

work and the prices of the materials on the coming into force of such base price of cement/steel issued under authority of the Board.

9. It is further clarified that the decrease in the price of cement and steel shall be deducted from the dues of the contractor if such decrease has become operative after the stipulated date of completion of work in question and increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

10. The increase/decrease in prices shall be determined by the All India Whole Sale Price Indices for cement and steel as published by the Economic Advisor to G.O.I, Ministry of Commerce and Industry and base price for cement and steel as issued under authority of the Engineer-in-Charge as valid on the last stipulated date of receipt of tender including extensions if any and for the period under consideration.

11. In the case of actual consumption of cement/steel is less than upto 5% to the specified quantity as per specifications, recovery for less consumption shall be made at current rate of cement/steel while in the case of consumption is lesser by more than 5% of the specified quantity, the matter shall be referred to the S.E. for decision as to whether the work can be accepted or not, if the S.E. decides that the work can be accepted, then recovery of less consumed quantity shall be made at double the current rate of cement/steel.

12. If during the currency of contract agreement, there is decrease in Govt. Duties/Levies/Taxes, the Board shall pay to the Contractor on reduced rates of Duties/Levies/Taxes etc. If, however, there is increase in rates of Duties/Levies/Taxes during the original term of agreement the same shall be allowed to the Contractor. Provided further that the agencies shall provide documentary proof of payment of such increase Duties/Levies/Taxes to the Board.

13. The amount of the contract shall accordingly be carried out for cement or steel reinforcement bars and will be worked out as per the formula given below:-

a. Adjustment for component of "Cement"

$$V_c = P_c \times Q_c \times \frac{C_1 - C_{10}}{C_{10}}$$

Where,

V_c= Variation in cement cost i.e. increase or decrease in the amount in Rs. to be paid or recovered.

P_c= Base price of cement as issued under authority of

Engineer-in-Charge valid at the time of the last stipulated date of receipt of tender including extensions if any.

Q_c= Quantity of cement used in the works since previous bill.

C₁₀= All India Wholesale Price Index for cement as published by the Economic Advisor to G.O.I., Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

C₁= All India Wholesale Price Index for cement for period under consideration as published by Economic Advisor to G.O.I., Ministry of Industry and Commerce.

b. Adjustment for component of "Steel"

$$V_s = P_s \times Q_s \times \frac{(S_1 - S_{10})}{S_{10}}$$

Where,

V_s= Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.

P_s= Base price of steel reinforcement bars, as issued under authority of Engineer-in-Charge at the time of the last stipulated date of receipt of tender including extensions, if any.

Q_s= Quantity of steel paid either by way of secured advance or used in the works since previous bill (whichever is earlier)

S₁₀= All India Wholesale Price Index for steel (Bars and Rods) for the period under consideration as published by Economic Advisor to G.O.I. Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

S₁= All India Wholesale Price Index for Steel for the period under consideration as published by Economic Advisor to G.O.I., Ministry of Industry and Commerce.

All India Wholesale Price Indices for cement and steel

(bars and rods) as published by the Economic Advisor to G.O.I., Ministry of Commerce and Industry, which is available on Website <http://eaindustry.nic.in>.

The base price of cement and steel for operation of above clause for the month of Sep. 2010 onwards till it is further notified by the competent authority is as under and further it should be changed if amendments/revision in the rates will be made at that time:-

Sr. No.	ITEM	BASE PRICE (IN RS.)
1.	Cement OPC	3600 per M.T.
2.	Cement PPC	3400 per M.T.
3.	T.M.T. Steel Reinforcement Bars	35500 per M.T.

SUPPLY OF BRICKS

1) Bricks shall conform to specification No. 3.5 of PWD specification 1990 with upto date amendments.

I) OTHER MATERIAL

1. The material shall be from the quarry approved by Haryana PWD B&R Deptt. and shall strictly conform to physical criteria prescribed in MORTH specification (Latest edition 2000).

2. The work will be carried out strictly in accordance with the Ministry of surface Transport (Road wing) Specification. For road and bridges works (Latest revision MORTH) supplemented by the Haryana PWD specification latest edition 1990 wherever MORTH specification is silent with upto date amendments.

3. To ensure quality of intermediate fraction, test check should be carried out on sample taken from materials. In case material is not found according to specification the entire supply may be rejected. However, the Engineer-in-Charge, if considers it expedient and in the

interest of work may allow the contractor to supply the missing fraction upto the quantity as determined by him separately free of cost.

4. The contractor will stack the materials separately for each grading with the help of wooden or steel forms which will be supplied by him and got approved from the Engineer-in-Charge or his representative before use. The Engineer-in-Charge or his representative will count number of stacks built up by the contractor with the help of these forms and test check the quantity in few stacks selected by him. The average volume of material per stock in stacks so checked by the Engineer-in-Charge or his representative will be considered as volume of an average stack and applied to the entire supply or any other rational method to arrive at the quantity used.

5. If the contractor wants to supply any material from any other approved quarry nearer than specified by name in the detailed NIT he will get the approval of Executive Engineer-in-Charge in writing before taking the supply in hand for the same and rates to be paid for such supplies from nearer sources shall be decided by the Executive Engineer or the competent authority.

6. The contractor shall store all materials in proper manner so as to avoid contamination, deterioration and accidents. He shall not store or keep any materials, tools and plants in Public through fares except for such, as are required for immediate use on the work. The places where materials are to be stored shall be subject to the approval of the Engineer-in-Charge. The Contractor shall make his own arrangements to clear the place within such time as may be instructed by the Engineer-in-Charge failing which the site shall be got cleared at the risk and cost of the contractor.

7. The contractor shall not occupy or obstruct by his operations, more than $\frac{1}{2}$ (half) of the width, of any road or street. However, in special conditions the contractor shall obtain the consent of the Engineer-in-Charge in writing before closing any road for vehicular traffic and the foot path shall be kept clear at all times. The contractor shall take all the precautions to avoid any accident and for proper guidance of the

traffic by providing necessary barriers, reflective cautionary signs/signals speed limit boards, red and green flag and red electric light at night, with sufficient number of chowkidars and will take other safety measure, while the work is in progress or while blocking the road or where ever other wise necessary. The material and machinery shall be stocked at the site of work in such a way that there will be no obstructions to traffic and inconvenience to public. No claim shall be entertained on account of such arrangement made by the contractor. The contractor shall be fully responsible for any accidents caused by the neglect of such precautions. In case the contractor fails to comply with the aforesaid arrangements, the same shall be made by the Engineer-in-Charge at the risk and cost of the contractor.

8. To arrive at the actual quantity of payment 12.5%, 10% & 5% deduction shall be made in volume computed by stack measurement as applicable for grading 2 & 3 of course aggregate & stone chipping respectively.

9. The stacking shall be commenced from the end farthest from the source of supply & shall proceed continuously or as desired by the Engineer-in-Charge of the work.

10. The quantity control test will be done by the Deptt. & material for such test will supplied by the contractor free of cost. In case the material is not found upto the standard, the same will be rejected.

11. The frequency of different test required shall be as per table 3.1 of the hand book of quantity control for construction of roads and runway I.R.C. specification No. 11

12. Upto 10% variation in grading may be allowed in intermediate sieve on deduction as laid down below:

- i) Upto 5% variation may be allowed in the intermediate sieve by deduction @5% of the basic quarry rates as applicable on the date of tenders.
- ii) For variation from 5-10% in the intermediate sieve deduction @10% shall be made on the basic quarry rates as applicable on the date of tenders.
- iii) No variation beyond 10% on the intermediate sieve shall be accepted.

13. The rates should be inclusive of all charges of quarry operations, royalty for octroi, sales tax, Toll tax and all other taxes and charges liable what so ever may be and nothing extra shall be payable to the agency on this account.

14. The amount of works can be increased and decreased according to the actual requirements of the department without any compensation to the contractor.

15. Material collected in excess shall not be measured and paid for, and if not removed within one month of the final measurements it shall become the property of the Govt. and no claim on this account shall be entertained.

16. At least one authorized representative of contractor should always be available at site of work to take instructions from department officers and ensure proper execution of work. No work should be done in absence of the contractor or his authorized representative.

17. Only actual quantities of work completed and accepted by the Engineer-in-Charge shall be paid for.

QUALITY CONTROL

1. The contractor will have to provide a laboratory fully equipped, at plant site for conducting all the relevant tests as mentioned in the PWD & MORTH. Specification latest edition subjected to approval of the Engineer-in-charge or his representative. The record of such tests is to be maintained in a proper register dully signed by the contractor or his representative, which will become the property of the Deptt. The contractor will bear all the running expense for conduction of such test. All the test will be carried out in the presence of S.D.E. Incharge of the work all the entries are to be signed by the contractor, SDE and JE incharge.
2. Quality control operation as per MORTH specification latest addition 2001 (Forth Revision) will be maintained by the agency.
3. Contractor shall also arrange suitable measuring leveling instrument at the site of work at his own cost.
4. No extra payment on account of quality control measures shall be paid to the contractor.
5. The Engineer-in-charge at his discretion can get any type and numbers of tests carried out from any laboratory to his satisfaction for which all the expenses incurred would be born by agency. The result so obtained from the laboratory would be a binding on the agency.

1. MEASUREMENT FOR PAYMENT

(A) PREMIX CARPET:

- i) The premix carpet shall be measures as finished work in square meters. The thickness of premix carpet shall be checked with the help of suitable penetration gauge or other means as directed by the Engineer-in-charge at regular interval as per MORTH specification, latest forth revision 2001.

ii) Seal coat shall be measured as finished work in square meters.

BITUMENOUS WORK

1. Any portion showing signs of working loose or settlement shall be repaired immediately by the contractor at his own cost. The finished surface shall not have any variation greater than 3mm from three meters straight edge laid parallel to the center line of the road and shall be true to the specified cross section.
2. At the time of start of work the contractor shall get a sample work prepared in presence of Engineer-in-Charge who shall fix up the degree of compaction consolidation expected of a particular item of work and conduct suitable tests at regular intervals to determine how far the work done approaches the desired limit. In case test reveals any deficiency, the contractor shall make good the same without extra payment.
3. The Contractor shall have to make approaches, to the site if so required and keep them in good condition for transportation of labour & materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
4. All equipment related with work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the work, are to be considered to be the property of the HSAM Board and the same are not to be removed or taken away by the contractor on his behalf by any other person without the special permission and consent in writing of the Engineer-in-Charge, but the HSAM Board is not to be in any way responsible for any loss or damages which may be happen to or in respect of any such work or material either the same being lost or damaged by the weather or otherwise.

- 5 The Contractor shall bear all incidental charges for cartage, storage and safe custody of material issued to him by the department.
6. The agency shall have to get at least two samples tested per km. at his own cost from the lab. Identified by the department. The result of which will be binding on him. In case of variation in quality more than the prescribed limit, the work will be rejected and will have to be redone by the agency. The testing charges shall be borne by the agency.

ADDITIONAL CONDITIONS

1. Work shall be executed strictly in accordance with the Haryana Public Works Department specification Volume I, 1990 (One thousand Nine Hundred and Ninety)/ MORTH/ IRC specification with latest edition upto date corrections , specifications of the estimate and to the entire satisfaction of the Engineer-in-charge.
2. The tender withdraw or modify his tender within ninety days from the date of opening tenders he will be blacklisted and his earnest money forfeited.
3. The security shall not be refunded till three months after the work has been completed i.e finally measured.
4. The Executive Engineer in charge reserves the option to take away any item of work or any part thereof at any time during the currency of contract and allot it to any other agency with due notice to the contractor without liability of any kind of payment of any compensation.
5. Any material left at site for one month after completion of work shall become the property of the Board and no payment shall be made to the Contractor for the material.
6. The contractor has to make his own arrangement for water, bricks, wood work and every other item require directly or indirectly for completion of work except those provided in DNIT.
7. No pit should be dug by the contractor near the site of work for taking out earth for use on the work. In case of defaults, the pits so

dug will be filled in by the department at the cost of the contractor plus fifteen per cent departmental charges.

8. No claim shall be entertained on account of increase in freight, price of labour and material due to any cause whatsoever.
9. Actual quantities of completed and accepted work only will be paid.
10. In case of emergency the contractor shall be required to pay his labour every day and if this is not done Board will make requisite payment and recover the same from the Contractor.
11. The rates given in the attached schedule of rates are Inclusive of octroi, terminal tax, royalty and other local taxes and charges.
12. The contractor will arrange his own tools and plants and make his own arrangement for water required for works.
13. Fair wage clauses as per printed sheet attached.
14. The contractor will pay octroi and incidental charges himself & will make his own arrangements for water, bricks and every other item required directly or indirectly for completion of the work.
15. The contractor shall not be entitled to any payment on account of work done till he signs the agreement and the same is accepted by the competent authority.
16. All the concrete work shall have to be done with the use of concrete Mixer as per HSR chapter-10.
17. No carriage or incidental charges will be borne by Board for shifting the material beyond the place where the contractor has agreed to take delivery thereof.
18. The contractor shall be responsible for loss or damages to any material required to be used on work.
19. No claim whatsoever shall be entertained for any loss or damages caused by rains, flood or any other act of God i.e natural calamity.
20. All the charges of royalty, Municipal, Forest or Octroi charges shall be paid by the contractor and are included in his rates.

21. The contractor shall provide at his own cost and expense all labour and materials etc necessary for layout and check of any portion of work whenever required by the Engineer-in charge or his staff and nothing extra shall be paid for that.
22. Over writing in tender is strictly forbidden and tender containing any doubtful figures will be rejected. Correction if any should be properly initialed by the tendering contractors or his authorized representative.
23. Conditional tender will not be considered at all and contractors submitting the conditional tenders are liable to be black listed.
24. The contractor shall be responsible for housing sanitations & medical treatment of the labour employed on the work and shall carry out all the Rules framed on the subject.
25. In the event of his failure to provide any or all the above amenities at Sr.No. 24 the same shall be provided by the deptt and the cost thereof shall be recovered from the contractor. Any dispute regarding the above points shall be settled by the Engineer-in-charge whose decision shall be final.
26. The quantity & shade of paint should be got approved from the Engineer-in-Charge.
27. For plaster and masonry clean rivers and or pit sand will be used subject to the approval by the Engineer-in-charge.
28. The contractor will make his own arrangement for Mixer & Vibrator if so desired by the Engineer-in-Charge.
29. The contractor will have to make his own arrangement for water & curing the concrete & other cement work.

FAIR WAGE CLAUSE
APPENDIX 7-A

(Referred to in Para 7.27)

Fair wage clause:- The 'fair wage clause' should invariably be inserted in all notices and conditions of contract forms used in this Department.

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

Explanation:- 'Fair wage' means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been notified, the wages prescribed by the Public Works Department, Building and Roads Branch, Haryana, for the district in which the work is done.

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

(c) In respect of all labour directly or indirectly employed on the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Haryana (1) P.W.D. Contractor's Labour Regulations (reproduced in Appendix 7-B) Made by the Government from time to time in regard the payment of wages, wage period, deduction from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wage slip, publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer or the Sub Divisional Engineer concerned shall have the right to deduct, from the money due to the contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of contract for the benefit of the workers, non-payment of wages, which are not justified by the terms of the contract or the non-observance of regulations referred to in clause (c) above.

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

(f) The regulations aforesaid shall be deemed to be a part of this contract and any breach their of shall be deemed to be a breach of this contract.

NOTE:- Welfare and health of contract labour as per (Regulation & Abolition Act, 1970) and (Regulation of Employment and condition of Service Act, 1996) will be followed strictly by the agency as well as the department.

ADDITIONAL CONDITIONS (FOR SUPPLY)

1. The security shall not be refunded till three months after the work has been completed i.e. finally measured by the Engineer-in-Charge.
2. The contractor shall not be entitled to any payment on account of work done till he signs agreement and the same is accepted by the competent authority.
3. The contractor shall be responsible for housing sanitation and Medical treatment of the Labour Employed on the work & shall carry out all the rules framed on the subject.
4. The Royalty and Sales Taxes if any shall be paid by the contractor direct to the respective department in accordance with their rules and regulations in force from time to time without intervention of the Board.
5. Tenders containing doubtful figures will be rejected.
6. The contractor is required to bring water-worn stone boulders. No individual boulder shall weight less than 8 pounds or 3.0 Kgs. at site of work and then these should be broken into proper gauge stone metal.
7. The road material will be free from earth, dust and organic material.
8. No claim for time extension on the basis of rainy season & interruption caused as a result of flooding of natural drains/culverts shall be

entertained and considered. It is presumed that the contractual agency takes cognizance of such interruption while tendering & will finish the supply within the stipulated period.

(Signature of Contractor)

OTHER NOTES & CONDITIONS

1. 10% security shall be deducted from each running bills of the agency, subject to condition that overall amount of security should not exceed 5% of agreement amount and the security shall be returned after three month from the date of final payment of the completed work.
2. The rates are for completed work and completed items including cost of labour material and plants etc. unless otherwise specified.
3. The material shall be strictly according to the specifications specified against each item of the work and final payment will be released after satisfactory material/testing report from Shri Ram Institute for industrial Research Delhi.
4. The earth to be used on work shall be tibba sand, sandy soil and free from leaves and vegetable matter and any other material.
5. Nothing shall be paid for any jungle clearance, which the agency shall have to carryout with in the quoted rates.
6. The whole proposed work shall be carried out strictly in accordance with the relevant chapter and specification specified in each above items as applicable for these items with upto date correction/amendments.

NOTES AND CONDITIONS FOR STONE METAL/SOLING

- 1 Stacks of stone metal shall be size of 2 mtr. x 1 ½ Mtr. x 0.35 Mtr or as approved by the Engineer-in-charge & deduction of voids are to be deducted

as per MORTH specifications.

- 2 Stacks of stone soling shall be size of 2 mtr. x 1 ½ mtr. x 0.35 mtr. or as approved by the Engineer-in-charge & deduction of voids are to be deducted as per MORTH specifications.
- 3 The rates quoted by the contractor shall includes the entire cost of royalty compensation Municipal, forest and any other taxes.
- 4 Whether local or state or central or any other taxes and charges levies as well direct or indirect charges including loading and carriage of Katcha or pucca bad i.e. labour for supply at the destination and nothing taxes shall be paid. The contractor shall have to quote through rates and no premium shall be paid in the rates quoted by the contractor for no schedule items.
- 5 The gauge of stone metal & stone soling shall be as per MORTH specification.
6. The material shall be supplied only from the nearest approved quarry and strictly and conforming approved specification specified against each item for the above work.
7. In case the contractor makes part supply and does not hand over the material and uses delaying tactics ,the Engineer-in-charge shall have right to employee department labour for breaking the material to proper gauge and restacking at the risk and cost of the supplier besides action uner Clause-II and Clause-III of the contract.
8. If, it appear to the Executive Engineer or his subordinates in-charge of the work that the work has been executed with unpreface or unskillfully workmanship or with material of any inferior description of that any material or articles provided by him for the execution of the work are unsound or a quality inferior to that contracted.
- 9 The rates quoted by the agency shall be considered as through rates and subject to no premium shall be paid due to market fluctuation , shortage of raw materials or transportation problems.
- 10 The bajri shall be stacked continuously on even surface of size 2.0 mtr x 1.50mtr x 0.30 or as approved by the Engineer-in-Charge and deduction of 5% voids are to be made as per specification.

- 11 The material collection in excess shall not be measured and if not remove within one month of final measurement shall become the property of the Board and no claims in this account will be entertained.
- 12 Stacking shall recommended at the end farthest from the sources of supply and shall proceed continuously.
- 13 In case, agency is allowed to use its own Road Roller then no recovery shall be made on accounts of Road Roller Charges.

- In case where Road Roller is provided by the Department and the rates in case of Road works are given as per notes in Haryana Schedule of Rates 1988 chapter 24, Notes (1) then recovery should be made @ Rs.12/- per hour for running charges of Road Roller as per Haryana Schedule of Rates 1988.
- a)
 - b) In case of Departmental Road Roller and the rates may be allowed as per notes given in Haryana Schedule of Rates 1988 Chapter 24 Notes (1) (b) then recovery should be made @ Rs.46.25 per hour for hire and running charges of Road Roller as per Schedule of Rates 1988 Chapter 32 item No. 32.13+ sanctioned premium of Chapter 24 (Road Work) for five hours a day.

The diesel oil greese etc are to be used shall be arranged by the contractor at his own cost. If road roller is kept idle by the contractor that recovery of as above mentioned rate per day shall be made from the contractor for idle days.

- 14 Other items carried out, if any will be paid as per Haryana PWD schedule of rate 1988, IInd edition with upto date correction slips subject to the accepted premium/allotment.
- 15 All clauses and notes given in the Haryana PWD schedule of rates in metric unit with upto date correction slip shall be applicable to all above rates and items wherever necessary, other wise specified.
- 16 The description rates unit etc. of each item shall be treated as per Haryana PWD schedule of rate 1988 (second edition) in case of any error or omission.
- 17 Items number in brackets referred to above are of Haryana PWD schedule of rate 1988 (second edition).
- 18 Thickness of RCC shall measured and paid for as per structural sizes designed.

- 19 Nothing shall be paid for unforeseen delays on accounts of not availability of any kind of material or drawing and design.
- 20 No premium shall be payable on the items, which are not, provided in Haryana PWD schedule of rates 1988 second edition.
- 21 Samples of all building materials, doors and windows and other articles required for use on the work shall got approved from the Engineer-in-charge articles manufactured as "First quality" by the manufactured as shall be used. Articles which are not "First quality" shall be rejected by the Engineer-in-charge. Reference shall be given to the tested articles which bear the first certification marks are not available, the quality of same brought by the contractor to the site of work, shall confirm to the sample approved which shall be preserved till its completion of work. Final decision of reject the materials shall rest with the Engineer-in-Charge and final bill will be released only after getting the samples tested from Shri Ram Institute for Industrial Research Delhi.
- 22 The contractor shall provide, such recesses ,holes, opening etc., as directed by the Engineer-in-charge as required for the electrical/sanitary work and nothing shall be payable on this account.
- 23 The contractor shall have to arrange qualified Engineer for work costing more than Rs.5.0 lacs under execution and qualified sectional officer (Diploma Holder) in case of work less than 2 lacs is under execution at site who is competent to take Nishans, layout and understand the plans and other technical details. He should be duly authorized by agency to receive and implement all instructions given by the Engineer-in-charge at site of work.
- 24 The road material will be free from earth, dust and organic material.
- 25 Sales tax, Income tax with surcharge and labour cess as applicable time to time will be deducted on the gross amount of any bill paid to the contractor.
- 26 R.C.C. Hume pipes and collars shall be supplied by contractual agency.
- 27 In case soil/earth is brought from lesser lead then specified in the D.N.I.T the actual lead involved shall be considered and the rates be reduced proportionately.

- 28 In case there is any mistake in rates & conditions as mentioned in the allotment letter, the payment of the item will be made to the agency as per quoted rates and conditions in the tender/subsequent undertaking.
- 29 The measurement of sandy soil/good earth shall be of compacted form/earth. The D.B.D. test of earth shall be born by the agency.
- 30 Any conditional rebate contrary to the approved DNIT will not be considered for the purpose of being lowest.
31. 1% labour cess will be deducted from all bills of contractor welfare under the section 3 of the building and other construction workers welfare labour cess Act 1996 and registration of establishment under section 7 of the building and other construction workers(regulation of employment and condition of service)Act, 1996.
- 32 Analysis of rates for non-schedule items which are not provided in the notice inviting tender/ Hayrana PWD schedule of rates 1988 shall be prepared with admissible contractor's profit & over head charges etc. In case such rates of material and wages of labour involved in the no schedule items are not provided in the Haryana PWD schedule of rates, 1988 the same shall be payable as per actual lowest market rate at the time of execution of work profit and over head charges and for such items of materials the contractor shall be required to producer original vouchers which shall be subject to verification by the Engineer-in - Charge if deemed necessary. The competent authority will approve the rates for non schedule items.
33. The materials shall be supplied from an approved query by the Haryana PWD (B&R) from time to time. The material supplied from any other query without prior written approval of the competent authority shall be rejected and nothing on this account shall be paid/entertain.
34. The material for soiling and wearing shall be free from crushed or broken stone and shall be free from excessive flats , soft decade or disintegrated articles , dust or any other objectionable matter , which shall be clean hard tough and durable stone and supplied from approved quarries according to MORTH specifications.


35. The sand shall be stacked on wooden or mud plaster platforms and shall be so stacked has to be of protect adequately from and admixture of clay, dirt, leaves, mud veg. matter dish and other material
36. No earth shall be borrowed from any Govt. land , in case the agency fails to pay the compensation of earth to the land owners(from the earth is brought) deduction shall be made from the bills & will only be released on production of proper acknowledgement of the owners duly certified by revenue Deptt. Necessary certificate will also be issued by the SDO in charge of the work that the compensation of earth has been paid by the agency.
- 37 . No material shall be accepted if the same is not according to the specified grading and specifications, in case the over gauge materials is involved the same shall have to be broken in to the required gauge by the agency. In case the same is not broken then entire supply shall be rejected if the materials are not in accordance with the grading specified the relevant specifications book.
38. The contractor will pay octroi and incidental charges himself and will make his own arrangement for water, bricks and every other items required directly or indirectly for completion of the work.

Superintendent (R)
For Chief Administrator
Dated: 30-11-2010

Endst. No. CEA-I-2010/ 18723-35

A copy of the above is forwarded to the following for information and necessary action to:

1. PS/CA/EIC/CE(R)/Secretary, HSAM Board, Panchkula.
2. PA/CE (M) HSAM Board, Panchkula.
3. The SE(QC)/ Public Health/Electrical, Project Manager, HSAM Board, Panchkula.
4. SDO/CHD (R /M)HSAM Board, Panchkula.


30/11/10
Superintendent (R)
For Chief Administrator