

Conditions of Contract

1. Any other items not included in this contract scheduled of rate and got done at site of work will be paid according to Haryana PWD schedule of rate 2023 Subject to the ceiling premium or discount tendered by the contractor.
2. The work will be carried out strictly in accordance with the PWD. book of specification edition 1990, which forms a part and parcel of this contract agreement.
3. In this contact schedule of rates only essential portion of description of item has been written but it will deem to cover the entire items as fully described in Haryana PWD. Schedule of rates, 2023.
4. The Engineer-in-Charge shall be entitled to order work against any item of work shown in this contract schedule of rates hereinafter called the schedule to any extent and without any limitation where-ever as may be required in his opinion for the purpose of work, irrespective of the fact that the quantities are omitted all together in the schedule or are shown more or less than the work ordered to be carried-out.
5. All the items in this contract schedule of rates are subject to foot notes given in this Haryana PWD. Schedule of rates 2023 regarding these items
6. The premium should be quoted above or below the contract schedule of rates and no condition should be given. In case, any condition is tendered, this will be considered as Null and void and only the premium or discount quoted by the tenderer shall be accepted. In case, any tenderer refuses to accept this, his earnest money will be forfeited. No premium shall be given on NS items.
7. The rates included in this contract of rates cover the cost of filling the water retaining structures testing for water tightness to the full satisfaction of the Engineer-in-charge and emptying the same if desired.
8. All amendments issued in Haryana PWD schedule of rates 2023 as appended in the DNIT will be applicable on the contract schedule of rates.
9. Approximate quantities are given in the contract Schedule of rates and may vary at the time of execution of work. The payment will however be made for the actual work done by the contractor. No extra claims whatsoever will be admissible to the contract on account of variation, alteration or deletion of any item over the quantities depicted in this contract schedule of rates.
10. The rate for any item of work not provided in Haryana PWD schedule of rates 2023 but executed at site will be decided by the competent authority and the decision will be binding upon the contractor.

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11. Quality check register will be maintained at site and regular sampling of work executed every month shall be recorded in the same.
12. The material to be used by the firm will be ISI marked conforming to relevant ISI; specification with latest amendments.
13. The public Health Engineer Department reserves the right of negotiations as per policy approved by the State Government with the tenders in case the prices (quoted are felt to be on higher side or otherwise. The negotiations will be carried out with 1st lowest contractor.
14. The contractor will dispose of the excavated surplus soil at his own cost to a place as directed by the Engineer-in-charge, but shall be all means clear the site from the extra earth. No extra lead lift wet earth, loading, unloading and carriage will be paid to the contractor who will have no claim on the same at any time later Further the contractor will quote his rate taking into account the effect of the surplus earth which will be disposed of by his own cost.
15. The contractor will have to make his own arrangement for all materials.
16. No claim will be entertained from the contractor in case any omission in description of rates and DNIT which might have occurred in any of these items taken in schedule while comparing this schedule or on account of typing/comparison or over writing in case of any error, the same shall be rectifiable at any stage as per Haryana PWD Schedule of rates 2023 along with the amendments on the same received from time to time.
17. Contractor shall be fully responsible for structural safety in all respect of the structure existing/under construction in the vicinity of the structures under construction.
18. All classes of work not otherwise described shall be' executed in accordance with principle laid down in Haryana PWD Public Health Br. Specification and B&R Book specification 1990 Edition in the cases of Building works etc.
19. The rate of NS item and the contract schedule be quoted separately.
20. All taxes such as Royalty, Municipal Tax, Octroi Charges, forest tax G.S.T, C.S.T and any other kind of taxes shall be paid by the Contractor and are included in the rate quoted by the contractor separately for which no premium will be allowed.
21. The contractor/ agency shall fill up the component wise rate in figure and words for non schedule Items in the space given of pageunder the heading (B) none schedule items. The tender of the contractor/agency who does not fill up the component wise rates shall be out rightly rejected as an irresponsive tender and

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earnest money of the concerned contractor / agency forfeited for not observing the required processer.

22. The contractor is required to verify the water table, bearing capacity and other gap physically condition before tendering and no subsequent payments of dewatering, pile foundation etc. will be made on this account.
23. The Contractor will dispose off sludge/silt outside the Municipal limit and No extra payment will be made.
24. The Specific terms and conditions mentioned in this document will supersede the usual relevant terms and conditions as per standard tender form.
25. For all the O&M work the firm shall provide skilled staff that has adequate qualification and sufficient expertise of similar work & firm shall also paid the ESI & EPF of the staff as per law of Labour Department.
26. All liabilities of workers engaged by the contractor will be entirely responsibility of the contractual agency. The agency shall have to submit indemnity bond duly attested and registered with notary public/register in this regard as per Annexure-A.
27. Security deposit will be refunded to the contractor after 3 months from the date of completion of the contract and no pending liability certificate issued by concerned Engineer-in-Charge.
28. Employment to the workers engaged by the contractor shall be entirely the contractor's responsibility. In no case contractor's workers/Employee shall have any right for Employment in Public Health Engineering Department. The contractor shall have to submit indemnity bond duly registered with notary public/ Registrar.
29. Adequate safety precautions for the workers engaged by the contractor shall be observed as per the relevant Act. Any sort of compensations due to loss of lives, due to accident etc. shall be the responsibility of the contractor.
30. Accidents on the works: - The contractor shall be fully responsible for any accident that may occur to the labour on his work on duty and report the same to the Engineer-in-Charge and concerned Govt. Department Authority and shall pay all necessary compensation as per rules falling which it may be paid by Engineer-in-Charge from the amount payable to contractor. Contractor shall also be fully responsible for any loss to any individual or public property of Municipal committee / Public Health Department occurred due to him or his workers under the scope of this contract.
31. No premium shall be payable on NS Items.
32. All the reinforcement shall be Fe-500 EQRTMT grade confirming to BIS shall be procured by the contractor at his own cost.

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33. Each manhole cover and frame shall have the trade mark of manufacturer, month and year along with class and work and shall be ISI mark.
34. Where the agency quotes abnormally low rates, an equivalent amount of such amount should be kept reserved and would be released to the agency in commensurate of the progress of work done. In case of the agency fails to execute such work, this amount would be forfeited.
35. Where the agency quotes abnormally high rates, the quantity would be restricted as depicted in the DNIT.
36. No electrical appliance except fan, bulb, tube light, CFL & LED will be allowed to run in the Disposals.
37. Bucket Machine / Super Sucker machine will be arranged by the Contractor on its own cost.
38. No manual entry of any person is allowed in any manhole or sewer line for any purposed.
39. Work should be completed within one month after allotment i.e. before rainy season(before 1st July 2026) .
40. A penalty of Rs. 10,000/- per collecting tank / day will be levied of one reach is not cleared within 3 days.
41. In case it is seen that the work is not done by 30st June 2026, then Clause-3 will be operated without further notice.
42. In case any intermediate pumping, dewatering of collecting tank is required during course of execution of work due to any contingency, it will be done by the Contractor / Agency & no extra payment will be done.
43. Videography / Photography of work will be done by the agency on its own cost before & after the work.

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Terms & Conditions for DG Sets / Pumping Machinery: -

1. No antisocial activity will be allowed at the site of work.
2. 5% security deposit will be refunded to the contractor 3 months after the date of completion of the contract and no liability certificate issued by concerned Engineer-in-Charge.
3. The agency should have his own workshop & the distance of the workshop should not be more than 15 Kms in radius from concerned Sub Division.
4. The contractual agency having experience of more than 3 years with PHED shall be eligible for submitting the tender of this work.
5. Any associated clause, which has been left out inadvertently, but it is necessary for the smooth maintenance of scheme will also be followed by the contractor. He shall include cost of such work in his offer. The offered rate shall be inclusive of all such taxes.
6. Excluding GST in this DNIT
7. Agency should have own workshop.
8. The contractor shall not create a sub-contract with respect of this agreement or assign or transfer any part thereof to anybody without prior written consent of the Engineer-in-Charge.
9. Videography / Photography of silt cleared will be done by the agency on its own cost before the work and after the work.

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Additional Conditions of Contract

1. The work will be carried out strictly in accordance with the PWD. book of specification edition 1990 as amended from time to time, which forms a part and parcel of this contract agreement.
2. In this contract schedule of rates only essential portion of description of item has been written but it will deem to cover the entire items as fully described in **Haryana PWD. Schedule of rates , 2023** as amended from time to time till date of receipt abstract of tenders.
3. The Engineer-in-Charge shall be entitled to order work against any item of work shown in this contract schedule of rates hereinafter called the schedule to any extent and without any limitation where-ever as may be required in his opinion for the purpose of work, irrespective of the fact that the quantities are omitted all together in the schedule or are shown more or less than the work ordered to be carried-out.
4. The rate for any item of work not provided in the **Haryana PWD Schedule of rates 2023** but executed at site will be decided by the competent authority and the decision will be binding upon the contractor.
5. All the items in this contract schedule of rates are subject to foot notes/notes given in this **Haryana PWD. schedule of rates 2023** regarding these items.
6. Approximate quantities are given in the contract Schedule of rates and may vary at the time of execution of work. The payment will however be made for the actual work done by the contractor. No extra claims whatsoever will be admissible to the contract on account of variation, alteration or deletion of any item over the quantities depicted in this contract schedule of rates.
7. All amendments issued in the **Haryana PWD Schedule of rates 2023** and the date of receipt of the tender will be applicable on the contract schedule of rates.
8. The contractor will have to make his own arrangement of bricks and all other materials required for successful execution and completion of the work.
9. Any other item not included in this contract schedule of rates and got done at site of work will be paid according to relevant item of Haryana PWD schedule of rates @ rates accepted in the allotment letter and approval issued by the competent authority against this contract.
10. No claim will be entertained from the contractor in case any omission in description of rates and DNIT which might have occurred in any of these items taken in schedule

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while comparing this schedule or on account of typing/comparison or over writing in case of any error, the same shall be rectifiable at any stage as per **Haryana PWD Schedule of rates 2023** along with the amendments on the same received from time to time.

11. The premium should be quoted above or below the contract schedule of rates and no condition should be given. In case, any condition is tendered, this will be considered as Null and void and only the premium or discount quoted by the tenderer shall be accepted. In case, any tenderer refuses to accept this, his earnest money will be forfeited.
12. **No tendered premium shall be payable on N.S. items.** The contractor will quote his rate for each N.S. item.
13. The contractor will dispose off the excavated surplus soil, at his own cost to a place as directed by the Engineer-in-Charge, but shall by all means, clear the site from the extra earth. No extra lead, lift, wet earth, loading, unloading and carriage will be paid to the contractor who will have no claim on the same at any time later. Further, the contractor will quote his rate taking into account the effect of the surplus earth which will be disposed off by him at his own cost.

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