



# HARYANA POLICE HOUSING CORPORATION

(A Haryana Government Undertaking)

Plot No. C-10, Sector 6, Panchkula – 134109

Phone:- 0172-2566410, 2561838 Email: [mdhphc@yahoo.co.in](mailto:mdhphc@yahoo.co.in)



# STANDARD BIDDING DOCUMENT

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**PRESS NOTICE**

**HARYANA POLICE HOUSING CORPORATION LTD.  
PLOT NO. C-10, SECTOR-6, PANCHKULA  
Notice Inviting E-Tender**

<b>Name of Works:</b>	<b>Earnest Money</b>		<b>1) Cost of tender document (non refundable) 2) Time Limit</b>
	<b>From Contractors</b>	<b>From Societies</b>	
<b>Start date of downloading and last date of bid submission</b>			
<b>Opening of Technical Bid</b>			
<b>Financial bid opening date will be informed through e-mail.</b>			
<b>The tenders will be received only through E-tendering. For further details please visit website <a href="http://hphc.org.in">http://hphc.org.in</a> or <a href="http://etenders.hry.nic.in">http://etenders.hry.nic.in</a></b>			
<p><b>-Sd-</b> <b>Executive Engineer (HQ),</b> <b>On behalf of</b> <b>Haryana Police Housing Co. Ltd.</b> <b>Plot No. C-10, Sector 6,</b> <b>Panchkula- Haryana 134109</b></p>			

## **DETAILED NOTICE INVITING TENDER**

Haryana Police Housing Corporation Ltd., Panchkula invites online tenders (E-tenders) from approved and eligible Bidders, registered with Haryana Govt., other State Govts, Govt. of India and other Central & State Govt. undertakings subject to the satisfaction of the qualification criteria.

<b>Name of Works:</b>	<b>Earnest Money</b>		<b>1)Cost of tender document (non refundable) 2)Time Limit</b>
	<b>From Contractors</b>	<b>From Societies</b>	
<b>Start date of downloading and last date of bid submission</b>			
<b>Opening of Technical Bid</b>			
<b>Financial bid opening date will be informed through e-mail.</b>			

1. Bidding Documents can be downloaded online from the Portal <http://hphc.org.in> or <http://etenders.hry.nic.in> by the Contractor/ Society registered on the Portal.
2. As the Bids are to be submitted online. These are required to be encrypted and digitally signed. The Bidders are advised to obtain the same at the earliest. For obtaining Digital Certificates, the Bidders may contact the representative of NIC Tenders, the Service Providers of Electronic Tendering System.
3. Key Dates:-
  - (i) Date and Time for Tender Download: from 00.00.2022 at 03.00 P.M to 00.00.2022 at 05.00 P.M.
  - (ii) Date and Time for Bid Preparation and Hash Submission: from at .00.2022 at 03.00 P.M to 00.00.2022 at 05.00 P.M.
  - (iii) Date and Time for Online Bid Submission (Encryption and Decryption): from .00.2022 at 03.00 P.M to 00.00.2022 at 05.00 P.M.
  - (iv) Last Date and Time for receipt of other documents to be submitted online, if any: 00.00.2022 at 05.00 P.M.
  - (v) Date and Time for Opening of Technical bid 00-00-2022 at 11.00 A.M in the S.E. Office at \_\_\_\_\_.
  - (vi) Date and Time for Opening of Financial Bid : 05-2022 at 11.00 A.M. in the S.E. Office at\_\_\_\_\_.

4. The Bidders can download the bidding document from the Portal <http://hphc.org.in> or <http://etenders.hry.nic.in>. Tender Documents Fee and Earnest Money has to be paid online.
5. Technical and financial bids will be submitted online. Reference of the EMD and payment of fee of tender document is to be mentioned online.

In first instance, the Earnest Money shall be verified. If the Earnest Money is found paid, technical Bid documents, shall be opened/downloaded in the presence of such contractors who choose to be present.

The financial offer shall be opened only if the bidder meet the qualification criteria and availability of bid capacity as per qualification criteria of the Technical Bid document. The date of opening of Financial Bid may be fixed and announced at the time of opening of Technical Bid or shall be intimated through e-mail later on.

The contractual Agencies can submit their tender documents as per above key dates.

#### CONDITIONS:-

1. The requisite documents, Earnest Money and Tender fee shall be received online. The price bid of only those contractors shall be opened who have deposited requisite earnest money and cost of tender form through payment link available on HPHC website i.e [www.hphc.org.in](http://www.hphc.org.in) only. No other mode of payment shall be acceptable. Technical bid document will also be submitted online.
2. The detailed tender notice and DNIT can be seen in the office of concerned circle office / EE (HQ) or Superintending Engineer or downloaded from website <http://etenders.hry.nic.in> or [www.hphc.org.in](http://www.hphc.org.in). The price bids of only those tenderers shall be opened who have deposited requisite Earnest Money and cost of tender form along with requisite documents.
3. The contractor / societies enlisted with any Govt. Department / Board / Corporation are eligible to participate in the e-tendering. **Only those Contractors who have created contractor I.D. on “Haryana Engineering Works Portal” are eligible to quote their Bids”.**
4. Financial bids for all work of only those bidders who have successfully completed at least three similar works each costing not less than 40% or two similar works each costing not less than 50% or single work of 80% value of tender in last 7 financial years of submission of bids, shall be considered. Bidder shall have to submit proof of having successfully completed requisite number of works of specified amount by submitting requisite documents at above stipulated time.
5. Conditional tenders will not be entertained and are liable to be rejected.
6. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
7. The societies shall produce an attested copy of the resolution duly approved by the Co-Operative department along with technical bids.
8. The tender without earnest money will not be opened.
9. In case of any dispute, the jurisdiction of court will be at concerned district head quarter of the site.
10. The bids of the bidders who do not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

11. The Bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of 'Submit Bid Hash Online'. Bids would require to be valid for 120 days from the date of bid closing.
12. A bidder shall not be permitted to bid for work in the circle responsible for award and execution of contracts in which his or her spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountants or as an officer in any capacity between the grade of Executive Engineer and Assistant Engineer (both inclusive).
13. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the contractor or any of his employee is found a person at any time who has not obtained the permission of the Government as aforesaid before submission of the tender of engagement in the contractor's service.
14. The contractor whose bid is accepted and who is not already enlisted in the respective category of enlistment in HPHC, shall have to get enlisted in HPHC after making application on prescribed form and paying requisite fee within a period of three months. If the contractor does not apply within the specified time recovery at double the cost of enlistment fee will be charged from the running bill.
15. Any corrigendum and addendum will be displayed only on websites <http://etenders.hry.nic.in> or [www.hphc.org.in](http://www.hphc.org.in).
16. The HPHC reserves the right to reject any tender or all the tenders without assigning any reason.

**Executive Engineer (HQ),  
On behalf of  
Haryana Police Housing Corpn. Ltd.  
Panchkula**

**Endorsement No.**

**Dated:**

A copy of the above is forwarded to the following for information and wide publicity:-

1. The Director General of Police, Haryana, Panchkula.
2. The Inspector General of Police (Modernization), PHQ, Haryana, Panchkula.
3. The Assistant Registrar, District Cooperative Labour and Construction Federation, Haryana, Panchkula.
4. The Chief Architect, HPHC Ltd., Panchkula.
5. The Chief Engineer, HPHC Ltd., Panchkula.
6. The Superintending Engineer, HPHC Ltd., Panchkula/Madhuban/Gurugram.
7. The EE (P), HPHC Ltd., Panchkula/Madhuban/Gurgaon /Hisar/Faridabad/ Rewari/Rohtak.
8. The EE (P), Electrical, Panchkula

9. Manager Finance, HPHC Ltd., Panchkula.

10. PS to MD, HPHC Ltd., Panchkula.

**Executive Engineer (HQ),  
On behalf of  
Haryana Police Housing Corpn. Ltd.  
Panchkula**

**Instructions to Contractor on Electronic Tendering (Applicable only for contract(s) amounting to more than Rs. 1.00 lacs.**

1. These conditions will over-rule the conditions stated in the tender documents, whenever relevant and applicable.
2. Registration of the Contractors on the Haryana Police Housing Corporation website <http://hphc.org.in> or <http://etenders.hry.nic.in>

All the Contractors registered/ intending to be registered with Haryana Police Housing Corporation and intending to participate in the tenders processed online, are required to get registered on the Electronic Tendering System on the Portal <http://etenders.hry.nic.in>

The Contractors registered with other departments who are also eligible to participate in the tenders are also required to be registered on the Electronic Tendering System in Open category.

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

**3. Obtaining a Digital Certificate:**

- 3.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an approved certifying authority, by the controller of Certifying Authorities, Government of India.
- 3.2 A Digital Certificate is issued upon receipt of mandatory identify proofs and verification letters attested by the bankers with whom the contractor maintains the accounts. Only upon the receipt of the required documents, a digital certificated can be issued.
- 3.3 The registered contractors may obtain Class II B digital certificate from any Certifying Authority or Sub-certifying Authority authorized by Controller of Certifying Authorities or may obtain information and application format and documents required to issue of digital certificate from:

- i) National Informatics Centre(NIC).  
Mini Secretariat,  
Sector-17, Chandigarh  
Phone: 0172-2707732, 2700275  
Email: [etenders@hry.nic.in](mailto:etenders@hry.nic.in)

- 3.4 Bid for a particular tender may be submitted only using the digital certificate, which is used to encrypt the data and sign hash during the stage of bid preparation and hash submission. In case, during the process of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operation system problem); he may not be able to submit the bid online. Hence, the users are advised to keep backup of the digital certificate at a safer place under proper security to be used in case of emergencies.
- 3.4.1 (a) In case of online tendering, if the digital certificate issued to the authorized user of a firm and the same is used for signing and submitting a bid, it will be considered equivalent to a no-objection



certificate/power of attorney to that User. The firm has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm for Haryana Police Housing Corporation tenders as per Information Technology Act, 2000. The digital signature of this authorized user will be binding on the firm. It shall be the responsibility of Management/ Partners of the registered firms to inform the certifying authority or Sub/ Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate and issue 'Authorization Certificates' for the new user. The procedure for application of digital certificate will remain the same for the new user.

3.4.2 The same procedure holds true for the authorized users in a Private/ Public Limited company. In this case, the Authorization Certificate will have to be signed by the Director/ Directors of the Company.

#### **4. Set up of Machine**

4.1 In order to operate on the electronic tender management system, a user's machine is required to be setup. A help file on setting up of the system can be obtained from National Informatics Centre (NIC) or downloaded from the Home Page of the website <http://etenders.hry.nic.in>

#### **5. Online Viewing of Detailed Notice Inviting Tenders:**

5.1 The contractors can view the D.N.I.T and the time schedule (Key Dates) for all the package floated using the electronic tendering system on the Haryana Police Housing Corporation website <http://hphc.org.in> or <http://etenders.hry.nic.in>

#### **6. Purchase of Tender Documents:**

6.1 Download of Tender Documents: The tender documents can only be downloaded from the Electronic Tendering System on the Portal <http://hphc.org.in> or <http://etenders.hry.nic.in>

#### **7. Submission of Bid Seal (Hash) of online Bids:**

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

#### **8. Generation of Super Hash:**

8.1 After the prescribed time of submission of Bid Seal (Hash) by the Contractors has lapsed the bid round will be closed and a digitally signed tender Super Hash will be generated by authorized official of Haryana Police Housing Corporation. This is equivalent to sealing the tender box.

#### **9. Submission of actual online bids:**

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

#### **10. Payment of tender document and Earnest Money Deposit:**

10.1 The EMD and tender document fee Payment will be made by eligible/ approved contractors as provided in the Tender Notice.

## **11. Key Dates:**

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

### **Other Information:**

1. The intending contractors shall fill in the percentage rate in the online templates of the online e-tender.
2. The authorized representatives who wish to be present should bring power of attorney duly attested.
3. Bidders must strictly abide by the stipulations set forth in detailed notice inviting tenders while tendering for the work.
4. Price Bid has to be submitted mandatory online and shall not be accepted Physically under any circumstances. In case any bidder does not comply with the procedure given above, it will be presumed that he is not interested in the work and the work shall not be let out to him. Further, he may be debarred without further notice to him for failing to abide by the approved terms of detailed notice inviting tenders for this work.
5. The bids which are not accompanied by the earnest money or do not strictly follow the technical requirements, are liable to be rejected summarily.
6. Bidder's quotations which are dependent upon the quotations of another tender shall be summarily rejected.
7. The Bid of the bidder who does not satisfy the qualifications of the bid documents are liable to be rejected summarily without assigning any reason and no claim of whatsoever on this account will be considered.

Executive Engineer (HQ),  
On behalf of  
Haryana Police Housing Corpn. Ltd.  
Panchkula

# **SECTION – 1**

**Instruction to Bidders (ITB)**

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## **A. GENERAL**

### **1. Scope of Bid**

- 1.1 The HPHC (named in appendix to ITB) invites bids for the construction of works. The bidders may submit bids for any or all of the works detailed in the Tender Notice.
- 1.2 The successful bidder will be responsible to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

### **2. Source of Funds**

- 2.1 The expenditure on this project will be met from the funds being provided by the Client Department' to HPHC for execution of the project.

### **3. Eligible Bidders.**

- 3.1 This Invitation for Bids is open to all bidders as defined in Appendix to ITB.

### **4. Qualification of the Bidder (Applicable for contract(s) costing more than Rs. 1 Crore.**

- 4.1 All bidders shall provide in **Section-2, Forms of Bid and Qualification & Information** containing a preliminary description for the proposed work method and schedule, including drawing and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within the stipulated period of completion.
- 4.2 All bidders shall include the following information and documents with their bids:
  - a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
  - b) Total monetary value of construction of each work performed in the last **SEVEN years**.
  - c) Experience in **similar** building construction in the last **SEVEN years**, and details of works underway or contractually committed; and clients who may be contacted for further information of those contracts.
  - d) Major items of construction equipment proposed to carry out the Contract.
  - e) Qualifications and experience of key site Management and technical personnel proposed for the Contract:
  - f) Reports on the financial standing of Bidder, such as profit and loss statements and auditor's reports for the last three years.

- g) Evidence of access to line(s) of credit and availability of other financial resources facilities (25% of contract value), certified by the Bankers (Not more than 3 months old).
- h) Undertaking that the bidder will be able to invest a minimum cash upto 25% of contract value of work, during implementation of the work.
- i) Authority to seek references from the Bidder's bankers;
- j) Information regarding any litigation, current or during last five years, in which, the Bidder is involved, the parties concerned, and disputed amount;
- k) Proposals for subcontracting components of the works amounting to more than 20 per cent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed).
- l) The proposed methodology and programme of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

#### 4.3 **Bids from Joint ventures are not acceptable.**

#### 4.4 **Qualification Criteria**

##### 4.4A. **To qualify for award of the contract, each bidder in its name should have allotted works / orders in the last five years as referred to in Appendix to ITB.**

- a) The applicant should have experience of having successfully completed similar works during last 7 financial years and current financial year as per following details.
  - i. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.
  - ii. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost.
  - iii. One similar completed work costing not less than the amount equal to 80% of the estimated cost. The amount of works shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.
  - iv. Cost of work shall mean gross value of the completed work including the cost of materials supplied by the Govt. /Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent (calculated on the basis of 8% value added compounded per annum).

The applicant should have minimum Average Annual Financial Turnover during the last 5 years, ending 31<sup>st</sup> March of the previous year, should be at least 30% of the estimated cost. This should be duly audited by a Chartered Accountant (8% compounded value per year to be added ).

**B. Each bidder should further demonstrate:**

- (a) Availability (either owned or leased) of the key and critical equipment to attain the completion of works in accordance with the prescribed construction schedule as shown in the Annexure-I.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.2 above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements. The contractor shall have to provide a field laboratory fully equipped with at work site before starting the execution of works for conducting all the relevant tests mentioned in the Haryana PWD specifications subject to the approval of the Engineer or his representative. The record of such tests is to be maintained in proper register duly signed by the contractor or his representatives, which will become the property of the department. The contractor will bear all the running expenses for conducting such tests. All the tests will be carried out in the presence of S.D.E./ J.E of the work. All the entries are to be signed by the contractor, S.D.E. and J.E.. If the contractual agency fails to bring any of the quality control lab equipment as mentioned in Annexure-I A, the item will be arranged by HPHC at the cost of contractor and recovery shall be made from the contractor's bill.

- (b) Availability for full time personnel for this work with adequate experience as per requirement, as given in Annexure-II.
- (c) Liquid assets and/or availability of credit facilities of not less than amount indicated in clause number 9 of Appendix to ITB.

**C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the ITB (Instruction to Bidders), the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.**

**4.5** Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 (A) above.

**4.6 Bid Capacity**

Bidders who meet the minimum qualifications criteria shall be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. Bid capacity will be determined for works costing Rs. 1.00 crore and above. The available bid capacity shall be calculated as under:

$$\text{Assessed Available Bid Capacity} = (A * N * 2 - B)$$

Where A= Maximum value of similar works executed in any one year during the last seven years (updated to the price level of the last year @ 8% per annum) taking into account the works completed and in progress.

N= Number of years prescribed for completion of the works for which bids are invited (period upto six months taken as half-year and more than six months as full year)



M= 2

B= Value of existing commitments and ongoing works to be completed during the period of completion of works for which bids are invited.(updated to the price level of the last year @ 8% per annum)

**5. One Bid per Bidder.**

5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding.**

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible and liable for those costs and nothing will be paid to the bidder by HPHC.

**7. Site Visit.**

7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense and nothing will be paid by the HPHC on site visits by the bidders.

**B. BIDDING DOCUMENTS**

**8. Content of Bidding Documents.**

8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:-

Section	Particulars.
1	Invitation for Bids.
2.	Instructions to Bidders.
3	Qualification Information and other forms.
4.	Conditions of Contract.
5.	Contract Data.
6.	Technical Specifications
7.	Form of Bid
8.	Bill of Quantities.
9.	Securities and others forms.
10.	Drawings.

<b>11.</b>	<b>Documents to be furnished by the bidder.</b>
<b>12.</b>	<b>Any other document specially asked by HPHC.</b>

- 8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, Annexures and drawings in the Bid Document. Failure to comply with the requirements of tender Documents shall be at the bidder's own risk. Pursuant to Clause-23 thereof, bids which are not substantially responsive to the requirements of the Bid documents shall be rejected

## **9 Clarification of Bidding Documents.**

- 9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by E-mail and Fax at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all prospective bidders pertaining to the description of the enquiry but without identifying its source.

### **9.2 Pre-bid meeting**

- 9.2.1 Pre bid meeting may be held as per tender Notice in the office of CE, HPHC, Panchkula.
- 9.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3. The bidder is requested to submit the questions in writing or by E-mail/Fax to reach the Employer not later than one week before the Pre-bid meeting.
- 9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all participants of the tender document. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 below.
- 9.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **10. Amendment of Bidding Documents.**

- 10.1 Before the deadline for submission of bids, the Managing Director may modify the bidding documents by issuing addenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents.
- 10.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Managing Director may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

## **c. PREPARATION OF BIDS**

### **11. Language of the Bid**

11.1 All documents relating to the bid shall be in the English language only.

**12. Documents Comprising the Bid.**

12.1 The bid to be submitted by the bidder (refer Clause-8.1) shall be in two separate parts:

Part-I shall be named “Technical Bid” containing, documents, Earnest Money & Tender fees to be submitted online.

- (i) For bidding documents downloaded from website (refer ITB), the cost of bidding document will be paid.
- (ii) Bid Security in the form specified in Section-6.
- (iii) Qualification Information and supporting documents as mentioned in Section-2.
- (iv) Certificates, undertakings, affidavits as mentioned in Section-2.
- (v) Information pursuant to Clause-4 of these instructions.
- (vi) Undertaking that the bid shall remain valid for the period specified in Clause-15.1.

Part-II shall be named “Financial Bid” and shall comprise:-

- (i) Priced Bill of Quantities for items specified in Section-8.

Both bids will be submitted online in accordance with Clause-18.

12.2. Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section.	Particulars.
1.	Invitation for Bids (IFB).
2.	Instructions to Bidders.
3.	Conditions of Contract.
4.	Contract Data.
5.	Specifications.
6.	Drawings.

**13. Bid Prices.**

- 13.1. The contract shall be for the whole works as described in Sub-Clause-1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The intending Contractors / Bidders shall ‘Quote’ percentage above or below of the estimated amount of BOQ.
- 13.3. All duties, taxes, cess and other levies and surcharge as applicable from time to time (During the course of execution of the works) as payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. During the course of execution of the project if any new duties, taxes, cess, other levies, surcharge etc. is introduced/ imposed by the Govt., the same will be borne by the contractor and nothing on this account shall be payable to him by the HPHC.

#### **14. Currencies of the Bid and Payment.**

14.1. The unit rates and the price shall be considered in Indian Rupees. All payments shall be made in Indian Rupees

#### **15. Bid Validity.**

15.1. Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Managing Director as non-responsive.

15.2. In exceptional circumstances, prior to expiry of the original time limit, the Managing Director may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

15.3. In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Managing Director requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price as quoted in the tender.

15.4. Bid evaluation will be based on the bid prices without taking into consideration the above correction.

#### **16. Bid Security.**

16.1. The Bidder shall furnish, as part of his Bid, a Bid security (Earnest money) in the amount as shown in column-4 of the table of ITB (Instruction to Bidders) – Detailed Notice Inviting Tender) for this particular work. The bid security is to be paid as provided in item no. 16 of Appendix to ITB. This bid security shall be **submitted online**.(upto Rs. 10.00 Crore Only)

#### **EARNEST MONEY AND EARNEST MONEY DECLARATION FORM (Above 10.00 crore)**

The bidder who is not registered as contractor with Haryana Government, shall furnish, as part of his Bid, a earnest money in favour of 'Managing Director' for the amount for this particular work. The Earnest Money can be in the following forms:-

- a) The Earnest Money through online payment on the portal.
- b) Receipt in challan of cash deposit in the Govt. Treasury in Haryana.
- c) Deposit-at-Call Receipt from any schedule Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India.
- d) Bank Guarantee from any Scheduled Indian Bank or a foreign Bank located in India and approved by the Reserve Bank of India in the format given Section-7.
- e) Fixed Deposit Receipt, a certified cheque or an irrevocable letter of credit, issued by any Scheduled Indian Bank or a foreign Bank or a foreign Bank approved by the Reserve Bank of India.

- 16.2 Bank Guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3 Any bid not accompanied by an acceptable Earnest Money and not secured as indicated in Sub-Clause 16.1 and 16.2 above shall be rejected by the employer as non-responsive. A bidder shall submit the bid security instruments in physical form for the kinds at 16.1b) or 16.1c) or 16.1d) or 16.1e) in the office of concerned Superintending Engineer or Executive Engineer by 5:00 pm on the last date of submission, in case of failure to do so, he/it shall be blacklisted for participation in the bidding in all future tenders floated by any department of Government of Haryana, for a period of 2 years.
- 16.4 The bidder who is registered as contractor with Haryana Government shall upload a Earnest Money declaration form as per format given in Section 7 in the bid document online.
- 16.5 Any bid from the registered bidders not accompanied by an acceptable Earnest Money Declaration form as per Section 7 or not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.6 The successful bidder shall be de-registered with forfeiture of his/its registration amount and further barred from participation in future bidding for a period of 2 years, in case of failure to submit the Performance bank Guarantee as per Clause 28 of this document.

**17. Alternative Proposals by Bidders.**

- 17.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract, basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of bid evaluation.

**D. SUBMISSION OF BIDS**

**18. Sealing and Marking of Bids.**

- 18.1. Technical bid: to be opened **online** on 00-00-0000 at 11.00 A.M. (date & time of technical bid opening as per clause 20.1 of ITB)

Financial Bid; to be opened **online** on 00-00-0000 at 11.00 A.M. The contents of Technical and Financial Bids will be as specified in clause 12.1

- 18.2. **Tender Opening Committee (TOC) consists of Concerned S.E., XEN and CHD/ HDM & Section Officer / SAC.**

**19. Deadline for Submission of the Bids**

**19.1** The Technical documents must be submitted online as per specified date and time.

- 19.2. The **M.D.** may amend/extend the deadline for submission of bids by issuing an amendment in accordance with Clause-10 of ITB, in which case all rights and obligations of the **M.D.** and the bidders previously subject to the original deadline, will then be subject to the new deadline.

## **E. BID OPENING AND EVALUATION**

### **20. Bid Opening**

- 20.1. The Tender Opening Committee will open all the Bids received except those received late, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix to ITB in the manner specified in Clause-20.2. In the event of the specified date of Bid opening being declared a holiday for the Tender Opening Committee, the Bids will be opened at the appointed time and location on the next working day.
- 20.2. “Technical Bid” shall be opened first.
- 20.3. The amount of earnest money, fee of the forms and validity shall be announced. Thereafter, the bidders’ names and such other details as the Tender Opening Committee may consider appropriate, will be announced by the employer at the time of opening of technical Bids.
- 20.4. Evaluation of the technical bids with respect to bid security, Qualification & Information and other informations furnished pursuant to Clause-12.1 of ITB shall be taken up and completed on the date of bid opening and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 20.5. The date, time and place of the financial bid will be announced by the Tender Opening Committee if not already mentioned in the tender notice.
- 20.6. At the time of opening of “Financial Bid”, the names of the bidders whose technical bids were found responsive in accordance with Clause-20.3 as above will be announced and the financial bids of only those bidders will be opened. The responsive Bidders ‘names, the Bid prices, the total amount of each bid, any discounts and such other details as the Tender Opening Committee may consider appropriate, will be announced by the Tender Opening Committee at the time of opening of bids .
- 20.7. The Tender Opening Committee will prepare the minutes of the bid opening including the information disclosed to those present in accordance with sub clause-20.6.

### **21. Process to be Confidential**

- 21.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

### **22. Clarification of Financial Bids**

- 22.1. To assist in the examination, evaluation, and comparison of Bids, the Tender Allotment Committee may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail/Fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the Tender Allotment Committee in the evaluation of the Bid.

Tender Allotment Committee will be headed by the Managing Director and members including Chief Engineer, concerned Superintending Engineer and Executive Engineer, **Executive Engineer (H.Q.)**, Manager Finance and representatives of client department.

- 22.2. Subject to sub-clause-22.1, no Bidder shall contact the Tender Allotment Committee in any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Allotment Committee, it he should do so in writing.
- 22.3. Any effort by the Bidder to influence the Tender Opening Committee in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

### **23. Examination of Bids and Determination of Responsiveness**

- 23.1.** During the detailed evaluation of “ Technical Bids”, the Tender Opening Committee will determine whether each Bid (a) meets the eligibility criteria as defined in Clause-3 and 4 (b) has been properly signed (c) is accompanied by the required securities and (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the “Financial Bid”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. Priced bill of quantities, technical specifications, and drawings.
- 23.2.** A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality, or performance of the Works, (b) which limits in any substantial way, inconsistent with the Bidding documents, the HPHC rights or the Bidder's obligations under the Contract, or (c) whose rectification would effect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 23.3.** If a “Financial Bid” is not substantially responsive, it will be rejected by the Tender Allotment Committee, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **24. Evaluation and Comparison of Financial Bids.**

**24.1** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in Clause 30 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased Performance Security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder. The amount of additional performance security shall be equal to an amount arrived at as below: -

- i) If the Bid price offered by the contractor is negatively unbalanced upto the 10% of the estimated project cost (as per analytical rates / N.S. rates). In such cases no additional performance security shall be taken from the successful bidder;

- (ii) If the bid price offered by the contractor is negatively unbalanced below 10% and upto 20% of the estimated project cost (as per analytical rates / N.S. Rates): - In such case, Additional performance security shall be calculated @ 20% of the {(% below quoted by the contractor – 10%) of the estimated cost of the project};
- (iii) If the bid price offered by the contractor is further negatively unbalanced below 20% of the estimated project cost (as per analytical rates / N.S. Rates): - In such case, the Additional performance security shall be calculated @ 30% of the {(% below quoted by the contractor – 10%) of the estimated cost of the project};
- (iv) 20% of the total unbalanced amount of all the seriously unbalanced items (i.e. unbalanced by more than 40% of the estimated amount of that particular item/items).

Out of (i), (ii), (iii) and (iv) above Whichever is higher is to be deposited by the successful bidder.

## **F. AWARD OF CONTRACT**

### **25. Award Criteria**

**25.1** Subject to Clause-26, the Tender Allotment Committee will award the Contract to the Bidder whose Bid has been determined:-

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration as per Clause-4.6.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid.

### **26. Right to Accept any Bid and to Reject any or all Bids**

**26.1.** Notwithstanding Clause-25, the Tender Allotment Committee reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) on the grounds for the action of Tender Allotment Committee's action.

### **27. Notification of Award and Signing of Agreement**

**27.1.** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail and registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay to the Contractor in consideration of the execution and completion by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**27.2.** The notification of award will constitute the formation of the Contract, subject only to the furnishing of performance security in accordance with the provisions of Clause-28.

**27.3.** The agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and successful Bidder in Employer's office, within 28 days following the notification of award alongwith the Letter of Acceptance.



27.4. Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify to the other Bidders that their Bids have been unsuccessful.

## **28. Performance Security**

28.1. Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 3% of the Contract price plus additional security for unbalanced bids in accordance with Clause-24.5 of ITB to be kept as a surety that the contractor completes the work satisfactorily. The performance security will be valid upto the end of the defect liability period +45 days or as prescribed in the contract data. In case, the time of completion is extended, the validity of the guarantee shall be correspondingly extended. It carries no interest and is refunded to the contractor after the date specified in the contract.

- A bank guarantee in the form given in Section-6, or
- Certified Bank Draft as indicated in Appendix to ITB.

28.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer.

28.3. Failure of the successful Bidder to comply with the requirements of Sub-Clause 28 as above shall constitute sufficient grounds for cancellation of the award, forfeiture of the Bid Security and debaring the agency for giving bids for a period of one year. If the work is of an urgent nature and cannot bear delay involved in re-tendering, the remaining Bidders shall be offered the lowest approved rates. If more than one Bidder turns up, then preference shall be given to the Bidder graded according to the rates quoted in the first instance.

28.4 Subsequent Offer will not be accepted.

28.5 The letter of acceptance shall be issued to the contractor for an amount of its financial offer as evaluated. If this amount is more than 20% above the administrative approval, Govt./Client's approval shall be taken. In other cases, work can be allotted under intimation to Government/Client. In any case, revised administrative approval shall be sought if the excess over the amount of administrative approval is more than 10%. The client deptt. shall be given sufficient time to arrive at decision, say 30-45 days.

28.6 It is the responsibility of the Contractor to get the validity of the Bank Guarantee extended before its expiry. If the validity is not got extended and deposited in the employer's office by the Contractor before expiry, in addition to encashment of bank guarantee other actions as per provisions of the Contract a penalty @ Rs. 200.00 (Rupees two hundred only) per day shall be levied till the date it is got extended. In this regard, the concerned Employer will get the needful done.

## **29. Corrupt or Fraudulent Practices**

29.1. The Managing Director will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the

contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be if awarded a contract if, at any time, it is determined that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in its execution.

- 29.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause-20.2 and Sub-Clause-54.1 of the Conditions of the Contract.

**30. Debarring**

If the agency submits Financial Bid through e-tendering but fails to submit either cost of tender document or EMD or Technical Bid or all of them, then the agency will be debarred from any further tendering in Haryana Police Housing Corporation for a period of six months.

**31. Completion of work**

The agency to whom the work is allotted shall complete the entire work as per drawings irrespective of quantities in the DNIT. The agency is bound to consult the drawings before tendering and submit his bid accordingly.

**32. Withdrawal of items**

The Employer with the approval of Managing Director can withdraw any item at any stage. No claim on account of withdrawal will be entertained.

**APPENDIX to ITB****Clause Reference With respect to Section-I.**

1	Name of the Employer is the Superintending Engineer, Haryana Police Housing Corporation Limited.	[Cl.-1.1]																
2	Eligible bidders are Bidders registered with Haryana Government, Other State Governments, Government of India and other Central and State	[Cl.-3.1]																
3	<b>Escalation Factor</b> Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last Seven years. Attach certificate from the Engineer-in-charge.  <table><thead><tr><th><u>Preceding Year</u></th><th><u>Multiplied factor</u></th></tr></thead><tbody><tr><td>1<sup>st</sup> Year</td><td>1.08</td></tr><tr><td>2<sup>nd</sup> Year</td><td>1.17</td></tr><tr><td>3<sup>rd</sup> Year</td><td>1.26</td></tr><tr><td>4<sup>th</sup> Year</td><td>1.36</td></tr><tr><td>5<sup>th</sup> Year</td><td>1.47</td></tr><tr><td>6<sup>th</sup> Year</td><td>1.59</td></tr><tr><td>7<sup>th</sup> Year</td><td>1.72</td></tr></tbody></table>	<u>Preceding Year</u>	<u>Multiplied factor</u>	1 <sup>st</sup> Year	1.08	2 <sup>nd</sup> Year	1.17	3 <sup>rd</sup> Year	1.26	4 <sup>th</sup> Year	1.36	5 <sup>th</sup> Year	1.47	6 <sup>th</sup> Year	1.59	7 <sup>th</sup> Year	1.72	[Cl- 4.4 (a)(I),(II),(III)]
<u>Preceding Year</u>	<u>Multiplied factor</u>																	
1 <sup>st</sup> Year	1.08																	
2 <sup>nd</sup> Year	1.17																	
3 <sup>rd</sup> Year	1.26																	
4 <sup>th</sup> Year	1.36																	
5 <sup>th</sup> Year	1.47																	
6 <sup>th</sup> Year	1.59																	
7 <sup>th</sup> Year	1.72																	
4	The annual financial turn over amount is Rs. _____ Lacs.	[Cl.-4.4A(b)]																
5	Value of work is Rs. _____ Lacs	[Cl.-4.4A(b)]																
6	The cost of electric work to be assessed from bill of quantities.	[Cl.-4.4A(d)]																
7	The cost of water supply/ sanitary work to be assessed from bill of quantities.	[Cl.-4.4A(d)]																
8	Liquid assets and/or availability of credit facilities is 25% of the DNIT amount	[Cl.-4.4B( c)]																
9	Price level of the Current financial year is 1.0	[Cl.-4.4 (a)]																
10	The pre-bid meeting will take place in the office of the Chief Engineer, Haryana Police Housing Corporation Limited, Panchkula., on _____ at_____.																	
11	The <b>technical bid</b> will be opened by employer in the office of the Chief Engineer,Haryana Police Housing Corporation Limited, at <b>00-00-2000</b> on 11.00 A.M																	
12	Address of the Employer	[Cl.-1.1(a)]																
13	The bid should be submitted latest by <b>00.00.2000_upto 05.00 P.M</b>	[Cl.-19.1(a)]																

14	The Bank Draft / Bank Guarantee from any nationalized bank, Nationalized/ Scheduled Indian Bank or (b) by a foreign bank located in India are acceptable in favour of <u>MD. HPHC</u> , payable at <u>Panchkula as performance security</u>	[CI.-28.1]
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#### ANNEXURE –I ‘A’

#### List of Key Plant & Equipment to be deployed on the work (contract (s) amounting more than Rs. 10.00 crores). (Reference CI.4.4 (B) (a))

Sr. No.	Item of Equipment	Requirement
1.	Computerized Concrete Batching Plant	1 No. 15 cum/ hour as per requirement
2.	Concrete Weigh Batcher Computerized	1 No. (3 bags capacity minimum)
3.	Concrete Pump	1 No. 15 cum/ hour Minimum
4.	Concrete transit mixer	As required
5.	Concrete vibrator (Skin)	2 Nos.
6.	Needle Vibrator	5 Nos. with minimum 1 no. on petrol running.
7.	Plate Compactor	1 No.
8.	Tipper/Dumper	2 Nos.
9.	Compressor	Optional as required.
10.	Generator with CPRIO approved canopy	1 No.
11.	Bar Bending Machine	1 No.
12.	Bar Cutting Machine	1 No.
13.	JCB	1 No.
14.	Hydraulic lift / ordinary lift	1 No.
15.	Tower crane	1 No. for works more than Rs. 20 crore
16.	Reverse Osmosis Plant	1 No. for works where water as per IS-456 is not available.

**b) Quality Control Lab Equipment:**

<b>Sr. No</b>	<b>Item of Equipment</b>	<b>Requirement</b>
1.	Sieves required for Coarse Aggregate & fine aggregate	1 Set
2.	Impact value/ Flakiness testing equipment	1 Set
3.	Cube Moulds	18 Nos.
4.	Slump Test Apparatus	2 Nos.
5.	Compression Testing Machine (Automatic recording)	1 No.
6.	Electronic weighing machine branded	100 Kg capacity (1 no)
7.	Water Testing Equipment	1 No.
8.	Soil density measuring operator	1 No.
9.	Any other equipment required at site for quality control by Engineer like Gauze meter, Varnier caliper, Electronic Measuring equipment, Dumpy level etc.	

**List of Key Plant & Equipment to be deployed on the work (contract (s) amounting upto Rs. 10.00 crores)**

<b>Sr. No.</b>	<b>Item of Equipment</b>	<b>Requirement</b>
1.	Computerized Concrete Weigh Batcher	1 No. (3 bags capacity minimum) in case this small weigh batcher is not sufficient at site due to heavy foundation or otherwise. Computerized Concrete Batching Plant of bigger capacity will have to installed.
2.	Concrete Vibrator (Skin)	2 Nos.
3.	Needle Vibrator	5 Nos. with minimum 1 no. on petrol running.
4.	Plate Compactor	1 No.
5.	Tipper/Dumper	Optional as required.
6.	Compressor	Optional as required.
7.	Generator with CPRIO approved canopy	1 No.
8.	Bar Bending Machine	1 No. for contract(s) (more than Rs. 1.00 crore)
9.	Bar Cutting Machine	1 No.
10.	JCB	Optional as required.
11.	Hydraulic lift / ordinary lift	1 No.

**b) Quality Control Lab Equipment: -**

<b>Sr. No.</b>	<b>Item of Equipment</b>	<b>Requirement</b>
1.	Sieves required for Coarse Aggregate & fine aggregate	1 Set
2.	Impact value/ Flakiness testing equipment	1 Set
3.	Cube Moulds	6 Nos. (for contract(s) upto Rs. 1.00 crore) 12 Nos. (for contract(s) more than Rs. 1.00 crore)
4.	Slump Test	2 Nos.
5.	Compression Testing Machine (Automatic recording)	1 No.
6.	Electronics weighing machine branded	50 Kg capacity (1 no)
7.	Water Testing Equipment	1 No. (for contract(s) more than Rs. 1.00 crore)
8.	Electronic Moisture meter	1 No.

9	Any other equipment required at site for quality control by Engineer like Gauze meter, Varnier caliper, Electronic Measuring equipment, Dumpy level etc.
<p><b><u>Note:</u></b></p> <ol style="list-style-type: none"><li data-bbox="145 277 1418 353">1. No Concrete from outside the campus will be allowed for the work unless and until provided in DNIT.</li><li data-bbox="145 387 1418 501">2. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.</li><li data-bbox="145 535 1418 649">3. In case the contractor fails to arrange any of the key plant/equipment at site, the department will procure the same at his risk and cost and make deduction from his bills, the cost of the plant/equipment</li></ol>	

## .ANNEUXRE-II

### **List of Key Personnel to be deployed on Contract Work. (Reference CI 4.4 (B) (b) of ITB**

<b>Sr. No</b>	<b>Agreement Amount</b>	<b>Key personal required to be Employed by the contractor</b>	<b>Recovery rate in case non-employment</b>
1	Upto Rs. One Crore	One Civil/Electrical Engineer with diploma in Civil/Electrical Engineering with 3 years experience of building construction/ Electrical works of internal /Estate Electrical	Rs. 20,000/- per month
2	Above Rs. One Crore upto Rs. five Crore	One Civil/Electrical Engineer with degree in Civil/Electrical Engineering and 2 years experience OR Diploma in Civil/Electrical Engineering with 5 years experience in building construction/ Electrical works of internal E.I/Estate Electrical	Rs. 30,000/- per Month
3	Above Rs. five Crore	One Civil/Electrical Engineer with degree in Civil/Electrical Engineering with 5 years experience in building construction/ Electrical works of internal E.I/Estate Electrical and one Quality Control Engineer with Diploma in Civil/Electrical Engineering with 2 years experience in quality control.	Rs. 50,000/- per month for Civil/Electrical Engineer and Rs, 15,000/- per month for Quality Control Engineer.
		(ii) One No. Computer having latest configuration with required Data Entry Operator	Rs. 15,000/- per month

In case the contractor fails to employ the Key Personnel required to be employed as above at site within one month of start of work, the recoveries will be made as above from his first running bill.

A temporary site office of minimum size 10'x x10' with associated furniture shall be provided by the contractor.



## **SECTION – 2**

## QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

### 1. For Individual Bidders

#### 1.1. Constitution or legal status of Bidder

[Attach copy]

Place of registration: \_\_\_\_\_

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid

[Attach]

1.2. Total value of Civil Engineering construction work performed in the last <b>Seven</b> years ** (in Rs. in lacs)	<u>Preceding Year</u>	<u>Multiplying factor</u>
	1 <sup>st</sup> Year	1.08
	2 <sup>nd</sup> Year	1.17
	3 <sup>rd</sup> Year	1.26
	4 <sup>th</sup> Year	1.36
	5 <sup>th</sup> Year	1.47
	6 <sup>th</sup> Year	1.59
	7 <sup>th</sup> Year	1.72

1.3.1. Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last **Seven years**.\*\*

Project Name	Name of the Employer	Description of work	Contract No.	Value of Contract (Rs. crore)	Date of issue work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work Completed

\*Attach certificate(s) from the Engineer(s)

*\*\*immediately preceding the financial year in which bids are received.*

*Attach certificate from chartered Accountant.*

- 1.3.2 Work performed as prime contractor, work performed in the past as a nominated sub-contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last Seven years.\*\*

Year	Name of the work	Name of the employer*	Quantity of work performed						Remarks (from whom to be purchase )
			Cement Concrete (including RCC &PCC)	Masonry	Plaster in work	Flooring work	Flooring work (granite, Marble tiles)	Wood work	

- 1.4.1 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:-

Description of works	Place & State	Contract No.	Name & Address of Employer	Estimated value of works (Rs. Cr.)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7	8

*\*Attach certificate(s) from the Engineer(s)*

*@ the item of work for which data is requested tally with that specified in ITB clause 4.4A ©*

*\*\*immediately preceding the financial year in which bids are received.*

(B) Works for which bids already submitted:-

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs. Cr.)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

1.5 Availability of key items of Contractor's Equipment essential for carrying out the Works [Ref. Clause-4.4(B)(a)]. The Bidder should list all the information requested below. Refer also to Sub Clause 4.2 (d) of the Instructions to Bidders.

Item of Equipment	Requirement		Availability proposals			Remarks (from whom to be purchased)
	No.	Capacity	Owned/ Leased to be procured	Nos./Capacity	Age/ Condition	

1.6 Qualifications & experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.4(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.2 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position

1.7 Proposed sub-contracts and firms involved. [Refer ITB Clause-4.2(k)]

Section of the works	Value of Sub-contract	Sub-contractor (Name & Address)	Experience in similar work

Attach copies of certificates on possession of valid license for executing water supply/ sanitary work/ building electrification works [Reference Clause-4.4(d) & Clause-4.4(e)]

- \*1.8 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.
- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- 1.11 Information on litigation history in which the Bidder is involved.

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

- 1.12 Statement of compliance under the requirements of the instructions to Bidders.
- 1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.2(1)]
- 1.14 Programme
- 1.15 Quality Assurance Programme

**2. Additional Requirements**

- 2.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.
  - (i) Affidavit
  - (ii) Undertaking

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO  
OR  
AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firms, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract during the contract period.

\_\_\_\_\_

(Signature)

Name of Bank

Senior Bank Manager

Address of the Bank

**DATE**

# AFFIDAVIT

1. I Mr./M/s\_\_\_\_\_ S/o\_\_\_\_\_ resident of\_\_\_\_\_ do solemnly declare and certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company / firm M/s\_\_\_\_\_ have abandoned any work Govt. of India/or any State or Govt. undertakings nor any contract awarded to us for such works have been rescinded on account of our default, during last Seven years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

DEPONENT

(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
(Title of Officer)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
**DATE**

**Declaration:-**

The above statement is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

## UNDERTAKING

I Mr./M/s \_\_\_\_\_ S/o \_\_\_\_\_ resident of \_\_\_\_\_ do hereby undertake that our firm M/s \_\_\_\_\_  
\_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

\_\_\_\_\_

(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
(Title of Officer)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
**DATE**



## **SECTION – 3**

## Conditions of Contract

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## **CONDITIONS OF CONTRACT**

### **A. GENERAL**

#### **1. Definitions**

**1.1** Terms which are defined in the Contract Data and not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause-41 hereunder.

**The Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause-50.1.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause-2.3 below.

**The Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

**The Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

**The Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted/enhanced in accordance with the provisions of the Contract.

**Days** are calendar days, months are calendar months.

**A Defect** is any part of the Works not completed in accordance with the Contract.

**The Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

Competent Authority : Chief Engineer / Superintending Engineer  
Employer : Superintending Engineer  
TOC : Tender Opening Committee  
TAC : Tender Allotment Committee

The Employer is the party who will employ the Contractor to carry out the Work.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contract, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time after getting the approval from the Managing Director and valuing the Compensation Events.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to execute/construct and complete the Work.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

**The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Work. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised by the Engineer by issuing an extension of time.

**Materials** are, all supplies, including consumables, used by the contractor for construction in the Work.

**Plant** is any integral part of the Work which is to have a mechanical, electrical, electronic, chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

**Specifications** means the Specifications of the work included in the Contract and any modification or addition made or approved by the Engineer with the approval of the Managing Director.

**The Start Date** will be the date as mentioned in contract data.

A **Subcontractor** is a person or corporate body who has a Contract with the "Main Contractor" to carry out a part of the Work in the Contract which includes work at the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Work.

A **Variation** is an instruction given by the Engineer, which varies the Work.

The Works are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as provided in the bid documents, BOQ, drawings, etc. and as directed by the Engineer from time to time as defined in the Contract Data.

## **2. Interpretation**

**2.1** In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance, Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.

**2.2** If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Work, the Completion Date, and the Intended Completion Date apply to any Section of the Work (other than references to the Completion Date and Intended Completion date for the whole of the Work).

**2.3** The documents forming the Contract shall be interpreted in the following order or priority:

- 1) Agreement.
- 2) Letter of Acceptance, notice to proceed with the works.
- 3) Contractor's Bid
- 4) Contract Data.

- 5) Conditions of Contract including Special Conditions of Contract.
- 6) Specifications.
- 7) Drawings
- 8) Bill of quantities, and
- 9) Any other document listed in the Contract Data as forming part of the Contract.

### **3. Language and Law**

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

### **4. Employer's Decisions.**

- 4.1. Except where otherwise specifically stated, the Employer will decide contractual matters between the Engineer and the Contractor.

### **5. Delegation**

- 5.1 The Engineer may delegate any of his duties and responsibilities to other person(s) except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

- 6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

### **7. Sub-contracting**

- 7.1. The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not relieve the Contractor's obligations in any manner.

### **8. Other Contractors**

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the date given in the Schedule of other Contractors. The Contractor shall as referred to the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification(s).

### **9. Personnel**

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule. In case of non-employment of key personnel action can be taken as per Clause-53 of conditions of contract & deduction will be made from the first running bill / bills / due payment of the contractor on account of salary per month of key personnel as per Annexure-II of Section-I @ of Rs. 20,000/-per month for Sr.No. 1, Rs. 30,000/- per month for

Sr.No. 2 and Rs. 50,000/- per month for Engineer Sr.No.3 (i) and Rs. 15,000/- per month for Quality Control Engineer mentioned for Sr.No.3.(ii)

- 9.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

#### **10. Employer's and Contractor's Risks**

- 10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

#### **11. Employer's Risks**

- 11.1 The Employer is responsible for the expected risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

#### **12. Contractor's Risks**

- 12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.

#### **13. Insurance**

- 13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover (contractor all risks policy) from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) Loss or damage to the Works, Plant and Materials.  
Loss or damage to Equipment.  
Loss or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract, and  
Personal injury or death of labourer or persons at site.

- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may get the insurance which the Contractor should have provided and recover the premiums which the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

- 13.4 Alterations in the terms of an insurance shall not be made without the approval of the Engineer.

#### **14. Site Investigation Report.**

- 14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data\*, after verifying the same by visiting the site and supplemented by any information

available to the Bidder. In case such information is not available in the contract data, the Contractor shall gather such information from the office of Engineer. No claim on account of non availability of data will be entertained.

**15. Queries about the Contract Data.**

15.1. The Engineer will clarify queries on the Contract Data.

**16. Contractor to Construct the Work**

16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

**17. The Work to be completed by the Intended Completion Date.**

17.1. The Contractor may commence execution of the Work on the Start Date and shall carry out the Work in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer and complete them by the Intended Completion Date.

**18. Approval by the Engineer**

18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2. The Contractor shall be responsible for design of Temporary Work.

18.3. The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Work.

18.4. The Contractor shall obtain approval of third parties to the design of the Temporary Work where ever required.

18.5. All Drawings prepared by the Contractor for the execution of the temporary or permanent Work, are subject to prior approval by the Engineer before their use.

**19. Safety**

19.1. The Contractor shall be solely responsible for the safety of all activities on the Site.

**20. Discoveries**

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the HPHC. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them. The contractor cannot claim anything from HPHC for such recoveries.

**21. Possession of the Site**

21.1. The Employer shall give possession of all parts of the Site to the Contractor. In case of hindrance the agency will inform the concerned Engineer within 15 days and the Engineer will further refer the case to Head Office within 15 days from the date of receipt of request from the agency through employer. In this case, date of start will be considered from the date of handing over the site. In case part of the site is clear and work can be initiated on it, than the contractor shall be duty bound to initiate the work pending clearance of the rest of the site, which employer will get cleared as early as possible.

## 22. Access to the Site

- 22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/ assembled for the works.

## 23. Instructions

- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to work which comply with the applicable laws where the Site is located.

## 24 Dispute Redressal System

- 24.1 In case of contract(s) of value up to Rs.5 (Five) crores either party may appeal to the Managing Director who will appoint a Superintending Engineer, HPHC other than the concerned Superintending Engineer, who will decide the issue within 90 days. **If the issue remains unresolved,efforts will be made under orders of M.D.for conciliation**, failing which any party can go for arbitration. For adjudication of dispute, the M.D. will appoint an Arbitrator **as per Arbitration Act. The arbitrator shall not be below the rank of the Superintending Engineer (Serving/ retired of State Govt. Undertakings)**
- 24.2 In case of contract(s) of value more than Rs. 5 (five) crores and upto Rs. 10 crores, either party may make an appeal to the Managing Director who will appoint Chief Engineer, HPHC who will decide the issue within 90 days. **However, If the issue remains unresolved,efforts will be made under orders of M.D.for conciliation**, failing which any party can go for arbitration. The Managing Director shall appoint a sole Arbitrator **as per the Arbitration Act. The arbitrator shall not be below the rank of Chief Engineer (Serving/ retired of State Govt. Undertakings)**
- 24.3 For contract(s) of value more than Rs. 10 (ten) crores, either party may first appeal to the Managing Director who will appoint the Chief Engineer, Haryana Police Housing Corporation who will decide the issue within 90 days. **.However, If the issue remains unresolved,efforts will be made under orders of M.D.for conciliation** failing which any party can go for arbitration. The M.D. will appoint the Tribunal, which will consist of:-
- i) One member, Chairman of the Tribunal, not below the rank of Chief Engineer (serving/retired of State Govt. undertakings).
  - ii) One member not below the rank of Superintending Engineer (serving/retired of State Govt. undertakings).
  - iii) One member who will be a Technical expert not below the rank of Superintending Engineer (serving/retired/ State Govt. undertakings) selected by the contractor from a panel of three persons given to him by the M.D.
- 24.4 The contractor and the employer will be entitled to present their case in writing duly supported by documents. If so requested, the Tribunal may allow one opportunity to the contractor and the employer for oral arguments for a specified period. The Tribunal shall give its decision within a period 60 days from the date of appointment, failing which the contractor can approach the appropriate Court.
- 24.5 The decision of the Sole Arbitrator/Tribunal applicable in the relevant clauses above will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the court. Similarly, if the Employer does not



accept the decision of the Tribunal above the limit of five percent of the Initial Contract Price, he will be free to approach the court applicable under the law.

## 25. Arbitration

25.1 As per provisions of the clause 24 of Dispute Redressal System, the contractor shall deposit with the Managing Director a claim fee @5% of claim amount or as prescribed in tender document. On termination of the arbitration proceedings, this fee shall be adjusted against the cost, if any, awarded by the arbitrator (or arbitral tribunal) against the claimant party and the balance remaining after such adjustment, and in the absence of such cost being awarded, the whole of the sum will be refunded within one month of the date of the award.

25.2 The Fee and other charges payable to an Arbitrator in arbitration case shall be as given in the schedule below:-

Sr. No	Agreement Amount	Fee Payable of Sole Arbitrator / each Arbitrator in Tribunal	TA/DA	Charges for Computer Operator/Clerk	Reading fee and award including writing charges and stationery etc.
1.	Upto Rs. 10 (ten) crore	Fees of Rs. 10,000 per hearing and maximum of Rs. 2 (two) lacs for whole proceedings.	As per Govt. Rules	Rs. 1,000/- per hearing and maximum of Rs. 20,000/- for whole proceedings	Rs. 25,000/- lump sum
2	More than 10 (ten) crores Tribunal comprising of three Arbitrators	Rs.12,500/-per hearing/per Arbitrator and maximum Rs.3.00 lacs for whole proceedings to each Arbitrator	As per Govt. Rules	Rs. 1250/-per hearing and maximum Rs. 25,000/for the whole proceedings	Rs.25,000/- (lump sum) each Arbitrator of Tribunal

25.3 The fees structure given above will be shared equally by both the parties

## B. TIME CONTROL

### 26. Programme

26.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Work along with monthly cash flow forecast.

26.2. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

26.3. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals not longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

- 26.4.** The Engineer's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 27. Extension of the Intended Completion Date**
- 27.1** If a Compensation event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date, the contractor will apply with the Engineer. The Engineer through **Employer** shall extend the Intended Completion Date, with the approval of **Managing Director**. The Contractor will take steps to accelerate the remaining work which may cause the Contractor to incur additional cost, for which HPHC will not be responsible.
- 27.2** Within 60 days of the Contractor asking the **Engineer** for a decision considering the effect of a compensation event or variation and submitting full supporting information, the matter will be resolved. If the Contractor has failed to give early warning of delay or has failed to co-operate in dealing with a delay, the delay by the failure of the contractor shall not be considered in assessing the new Intended Completion Date.
- 27.3** The **Engineer** shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer. The employer shall refer the case to the **Managing Director** to grant time extension within further 14 days for his decision. If the **Managing Director who has** to grant time extension fails to give his acceptance within next 28 days, the **Engineer** shall not grant the time extension and the Contractor may refer the matter to the Dispute Redressal System under clause 24.1.
- 28. Delays Ordered by the Engineer**
- 28.1.** The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.
- 29. Management Meetings**
- 29.1.** Either the Engineer or the Contractor may require the other to attend a Management Meeting. The business of a Management Meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. One Meeting in each quarter is mandatory for smooth running of works. Proceedings of Meeting must be circulated to all including Head Office.
- 29.2.** The Engineer shall record the business of Management Meetings and is to provide copies of his record to those attending the Meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the Management Meeting or after the Management Meeting and stated in writing to all who attended the Meeting.
- 30. Early Warning**
- 30.1.** The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 30.2. The Contractor shall co-operate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

## **C. QUALITY CONTROL**

### **31. Identifying Defects**

- 31.1. The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not relieve the Contractor's of responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

### **32. Tests**

- 32.1. If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

### **33. Correction of Defects**

- 33.1. The Engineer shall give notice to the Contractor of any Defect (structural, technical or routine maintenance nature) before the end of the Defects Liability Period, which begins after Completion and is defined in the Contract Data. The Defects Liability period shall be extended for as long as Defects remain to be corrected. The defects shall include the routine maintenance activities as well

#### **33.2 Defect liability:-**

The contractor's liability during the defect liability period/guarantee period including replacement, which in the opinion of Engineer are not man made.

- 33.3. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

### **34. Uncorrected Defects**

- 34.1. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay double of this amount.

## **D. COST CONTROL**

### **35. Bill of Quantities**

- 35.1. The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

- 35.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **36. Changes in the Quantities & Payment / Variations.**

- 36.1. The quantities of all items given in the schedule are tentative. These can be increased or decreased as per working Architectural drawings/structural drawings & nothing extra shall be paid to the contractor. The Managing Director shall have power to make any alteration/ omission/ addition to or substitutions

for the original specifications, drawings, design and instruction 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 the work in accordance with any instructions which may be given to him in writing and such alterations, omissions, additions or substitutions shall not invalidate the contract, any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part the work shall be carried out by the contractor on the same terms & conditions, in all respects on which he has agreed to do the main work, and the same rates as are specified in the tender for the main work.

- 36.2. If the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the Haryana Schedule of Rates (HSR) plus ceiling premium subject to the same percentage above or below as per financial statement of the contract. If such class of work is not entered in the schedule of rates, then the contractor shall within fifteen days of receipt of the order to carry out the work will inform the Engineer of the rate which in his opinion to charge for such class of work. If the Managing Director 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 a manner as he may consider appropriate. However, if the contractor shall commence work or incur any expenditure in this regard before the determination of rates, then in such a case he shall be entitled to be paid in respect of the work carried out as per rates fixed / assessed by the Managing Director. In the event of a dispute in such situation, the decision of Managing Director shall be final.

### **37. Variations**

- 37.1. All Variations shall be included in updated Programmes submitted by the Contractor.

### **38. Cash Flow Forecasts**

- 38.1. When the Programme is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

### **39. Payment Certificates**

- 39.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 39.2. The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in the Contract Data (Secured Advance).
- 39.3. The value of work executed shall be determined by the Engineer.
- 39.4. The value of work executed shall comprise the value of the quantities of the Compensation Events.
- 39.5. The value of work executed shall include the valuation of Variations and Compensation Events.
- 39.6. The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **40. Payments:** All Payments and receipts shall be made on-line or through DDs / Cheques.

- 40.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, cess as applicable under the law at the time of payment.

- 40.2. If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid the delayed payment as per the award.
- 40.3. Items of the works for which no rate or price has been entered it will not be paid for, by the Employer and shall be deemed covered by the other rates and price given in the Contract.

#### **41. Compensation Events**

- 41.1. The following are Compensation Events unless they are caused by the Contractor;
- (a) The Employer does not give access to a 80% of the Site by the Site Possession Date stated in the Contract Data.
  - (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
  - (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works due to which the work is delayed. However, these can be issued from time to time during the execution of the work.
  - (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
  - (e) The Engineer does not approve of a subcontract to be let, within 30 days.
  - (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available and from a visual inspection of the site.
  - (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effect on the Contractor of any of the Employer's Risks.
  - (j) The Engineer unreasonably delays issuing a Certificate of Completion.
  - (k) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 41.2. The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having Co-Operated with the Engineer.

#### **42. Tax**

- 42.1 (a) Taxes:- The rates quoted by the Contractor shall be deemed to be inclusive of the GST, Labour Cess and other taxes if any payable for the execution or during this contract. The HPHC will perform such duties in regard to the deduction of such taxes at source as per applicable law.
- 42.2 The contractor shall get himself registered with Deptt. of GST.

42.3 Before the payment of first running bill the contractor/ agency shall produce the certificate from the authority concerned about his registration with GST. It shall be the entire responsibility of the contractor./ agency to deposit taxes as applicable with the Government at his own level.

### **43. Currencies**

43.1. All payments shall be made in Indian Rupees.

### **44. Price Adjustment.**

44.1 The rate of cement/steel on the date of receipt of tender shall be considered as base rate. If during execution of the works, the rate of cement/steel increases or decreases, the difference in cost shall be paid/ recovered from the contractor in the bill, as per formula given on contract data at sr.no.22 subject to the following conditions:-

44.1.1 The cement/steel will be arranged by the Contractor.

44.1.2 The contractor shall submit original bill while claiming the payment for the work done. The bill 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 cement/steel will be paid if the original bill are not submitted by the agency. No increase in prices of the cement/steel shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement irrespective of extension of time limit granted to the agency for any reason, whatsoever.

44.1.3 After approval of tender, the Contractor shall submit the work programme for execution of work and get it approved from the Engineer in the time limit prescribed in the tender document. The increase in rates of cement/steel shall only be paid if the work is carried out within the prescribed period as per the approved work programme.

44.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such rise or fall in costs.

### **45. Retention**

45.1 (i)6% (six percent) retention money shall be deducted from running bills subject to a maximum of 5% of the agreement amount and shall be refunded within 90 days after completion of work to the satisfaction of Engineer (as per clause 50).

(ii)50% of the retention money can be released against bank guarantee when the work is 50% financially complete. The guarantee will remain valid after 90 days from actual date of completion of work.

iii) Balance 50% of retention money will be released after 90 days from the date of completion of work.

### **46. Liquidated Damages (LD)**

46.1. The Contractor shall pay liquidated damages to the HPHC at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Engineer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not decrease the Contractor's liabilities.

46.2. If the contractor achieves the next mile stone in time, then LD imposed will be waived off automatically and payment shall be released without any interest in the next bill due to the contractor.

- 46.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

- 46.4. **M.D.is competent to defer/reduce/waive off L.D.under exceptional cases after hearing both the parties.**

#### **47 Secured Advance**

The Engineer shall make advance payment in respect of imperishable materials brought at the site. The contractor will have to produce original bill in support of material bought as stipulated in the Contract Data.

#### **48. Securities**

- 48.1. The Performance Security (Including additional security for unbalanced bids) shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid upto 45 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall also be valid upto 45 days from the date of defect liability period.

#### **49. Cost of Repairs**

- 49.1. Any loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. In case of non compliance by the contractor (within period specified by the Engineer), the Engineer shall carry out the required repair, etc. at the risk & cost of the contractor, who will pay double of the spent amount.

### **E. FINISHING THE CONTRACT**

#### **50. Completion**

- 50.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and completion will be accepted upto the agreement of Rs. 2 (two) crore by the Engineer. Upto Rs. 10 (ten) crore by the concerned Superintending Engineer on the recommendation of Engineer. And more than Rs. 10 (ten) crore by the Chief Engineer on the recommendation of concerned Superintending Engineer.

#### **51. Final Account**

- 51.1. The Contractor shall submit the final bill to the Engineer within 90 days from completion of work payable under the Contract. However, the final bill of the work will be passed by the Engineer within 45 days positively from the date of submission by the contractor. **If the contractor doesn't submit the final bill within 90 days then the bill shall be prepared by the HPHC through the Engineer. Such bill passed by the HPHC will be considered final. No extra claim of the contractor shall be entertained and**

the three month salary of Engineer deputed at the site by the contractor will be deducted from the bill as specified in Annexure-II.

- 51.2. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days after the end of defect liability period if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account. The Engineer shall get a letter from the contractor that the full & final account is settled & is acceptable to him.

## **52. Operating and Maintenance Manuals**

- 52.1 The built up Drawing and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 52.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold/ deduct the amount stated in the Contract Data from payments due to the Contractor.

## **53. Termination**

- 53.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. In such a case, either party may appeal to M.D. for redressal failing which the issue may be resolved through Arbitration.
- 53.2. Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) The Contractor stops work for 20 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer.
  - (b) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
  - (c) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate.
  - (d) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer.
  - (e) The Contractor does not keep security which is required.
  - (f) The Contractor has delayed the completion of mile stone/ work by 30 days and
  - (g) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
  - (h) Non-employment of key personnel as per Clause- 9.

For the purpose of this paragraph "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution " Fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the HPHC, and includes collusive practice among Bidders (prior to or



after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bidders of the benefits of free and open competition.”

53.3. When either party to the contract gives notice of a breach of contract to the Managing Director for a cause other than those listed under Sub Clause-54.2 above, the Managing Director shall decide whether the breach is fundamental or not.

53.4. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

#### **54. Payment upon Termination**

54.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer

54.2. If the Contract is terminated at the Employer’s convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

#### **55. Property**

55.1. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

#### **56. Release from Performance**

56.1. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

#### **57. Interpretation of the Contract**

On eventuality of conflict between the Contractor and the Engineer regarding interpretation of a Clause/ Clauses of the contract the opinion of the Employer shall be final and binding.

#### **58. Labour regulation and wages act**

1. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payments, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

## **2.COMPLIANCE WITH LABOUR REGULATIONS :**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the Govt. on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) Workman Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employee P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the employer plus workers @ 10% each. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.

Note:- As HPHC is covered under EPF Act 1952 also having its PF Code, the contractor is liable to provide EPF benefits to all staff labour deployed at site, on the work, even though the total staff / labour is less than 20. The contractor shall make payment of wages/ salary etc. to the staff/ labour through Cheque/DD/RTGS/NFT.

- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936:\_ It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Industrial Disputes Act 1947::- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (j) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- (k) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (l) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (m) Inter-State-Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:\_ The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (n) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Contractor is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (o) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

### **Contractor's Labour Regulation**

#### **1. Short Title**

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

#### **2. Definition**

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

- (i) Labour means workers employed by a contractor directly or indirectly through a sub-contractor or other persons or by an agent on his behalf.
- (ii) Fair wages means, whether for item or place of work, notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Public Works, Department for the district in which the work is to be done.
- (iii) "Wages" shall have the same meaning as defined in the payment of Wages Act 1936 and includes time and place rate wages.

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

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

#### **4. Payment of Wages**

- (i) Wages due to every worker be paid to him 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 the wage periods in respect of which the wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last day of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the Contractor, the wages, earned by him shall be paid before the expiry of succeeding the osne month on which his employment is terminated.
- (v) All payment of wages shall be made on a working day.

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

- (i) The contractor shall maintain a wage book of each worker in such form as may be convenient but the same shall include the following particulars.
  - (a) Rate of daily or monthly wages.
  - (b) Name of work on which employed.
  - (c) Total numbers of days worked during each wage period.
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
  - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work.
- (iii) The Managing Director to accept the contract may grant an exemption from the maintenance of Wages book and Wage Slips to a contractor who in his opinion may not directly or indirectly employ as per latest contractor's labour regulations.

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

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following :
  - (a) Fines.
  - (b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportionate to the person for which he was absent.
  - (c) Deductions for damage 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 negligence or default.
  - (d) Any other deductions which the concerned department may allow from time to time.
- ii) No fine shall be imposed on a worker and no deduction for damage or loss be made from his wages until the worker has been given a show cause notice and opportunity of hearing against such fines or deductions.
- iii) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to 50 paise in a rupee of the wage payable to him in respect of that wage period.
- iv) No fine imposed on any worker shall be recoverable from him by installments or after the expiry of 60 days from the date on which it was imposed.

**8. Register of Fine, etc.**

- i) The contractor shall maintain a register of fine and of all deductions for damage or losses. Such Register shall maintain the reason for which fine was imposed or deduction for damage or loss was made.
- ii) The contractor shall maintain, a list in English and local Indian Language clearly defining acts or commissions and omissions for which penalty of fine can be imposed. He shall display such list and maintain it In a clean and legible condition in conspicuous places on the work.

**9. Preservation of Books**

The wage book, the wage slips and the Register of lines, deductions required 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 make Investigation of Enquiry**

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

**11. Report of Labour Welfare Officer**

The Labour Welfare Officer or any other person authorized aforesaid shall submit a report of the result of his investigations enquiry to the Engineer concerned indicating the extent, if any, to which the default has been committed and the amount of fine recoverable in respect of the acts or commission and omission of the labourer with a note that necessary deduction from contractor's bill be made and the wages and other dues be paid to the labourers concerned.

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

- i) Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the Contractor.
- ii) No party shall be allowed to be represented by a lawyer during any investigation, enquiry appeal or any other proceedings under these regulations.

**13. Inspection of Register**

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

**14. Submission of Returns**

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

**15. Amendment**

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

## **FAIR WAGES CLAUSES**

The Contractor shall pay not less than the fair wage to labourers engaged by him on the work.

**EXAMINATION** :- Fair Wage' means wage for time and piece of work notified from time to time for the area and where such wages have not been so notified. The wages specified by the Public Works (B&R) Deptt. Haryana for the district in which the work is done.

- (b) Notwithstanding the provisions of any agreement, the Contractor shall pay fair wages to the labour, indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly or indirectly employed on the works for the performances of the contractor's part on this agreement the contractor shall comply with or cause to be complied with the Haryana PWD Contractor's Labour's Regulations made by the Government from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorized made maintenance of wages register, wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of a important nature.
- (d) The Engineer or Sub Divisional Engineer concerned shall have the rights to deduct, from the moneys due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by terms of the contract for non observance of the regulations referred to in clause (c) above.
- (e) Vis-à-vis the HPHC, the Contractor shall be primarily liable for all payments to be made under and the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub Contractors.
- (f) The regulations shall be deemed to be a part of this contract and any breach there shall be deemed to be breach of this contract.

## **RULES FOR PROTECTION OF HEALTH & SANITARY ARRANGEMENTS**

Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by the Haryana Police Housing Corporation or its Contractors

The Contractor shall at his own expense provide or arrange for the provision of foot wear for any labourer doing cement mixing work (the Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer and on his failure to do so, HPHC shall be entitled to provide the same and recover the cost thereof from Contractor.

The Contractor shall submit by the 4th and 19th of every month to the Engineer a true statement showing in respect of the second half of the proceeding month and the first half of the current month respectively (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accident that occurred during the said forthright showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed Maternity benefit according to clause 19-F and the amount paid to them failing which the Contractor shall be liable to pay to HPHC a sum not exceeding Rs. 500/- for each default or materially incorrect statement. The decision of the shall be final in deducting from any bill due to the contractor the amount levied as fine.

Maternity benefit for female workers employed by the Contractor, leave and pay during leave shall be regulated as follow: -

### **1. LEAVE**

- (i) in case of delivery/maternity leave not exceeding 8 weeks (4 weeks up to and including the day of delivery and 4 weeks following that day)
- (ii) in case of miscarriage, up to 3 weeks from the date of miscarriage.

### **2. PAY**

- (i) In case of delivery, leave pay during maternity leave will be at the rate of the woman's average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of Rs. 200/- per day whichever is higher.
- (ii) In case of miscarriage, Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.
- (iii) Conditions for the grant of Maternity leave: - No Maternity leave benefit shall be admissible to a woman unless she produces a certificate of confinement and expected delivery within 4 weeks preceding the date on which she proceeds on leave.

### **3. FIRST AID**

- (a) At every work place, the same shall be maintained in readily accessible place, first aid appliances including an adequate supply of sterilized dressing and cotton wools. The appliances shall be kept in good order and in large workplaces it shall be placed under the charge of a responsible person who shall be readily available during the working hours.
- (b) All large work places where hospital facilities are not available within easy distance of the work, first aid post shall be established and be run by a trained compounder.
- (c) Where large work places are remote from regular hospital, an indoor ward shall be provided with 3-4 bed for every 250 employees.
- (d) Where large work places are situated in cities, towns 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 removal of urgent cases to these hospitals.
- (e) At other work place, the conveyance facilities such as car shall be kept readily available to take injured or persons suddenly taken seriously ill, to the nearest hospital.

### **SCALES OF ACCOMMODATION IN LATRINES URINALS**

These shall be provided within the vicinity of every work places, Latrines and Urinals in an accessible place and the accommodation separately for each of them shall not be less than the following scales : -

No. of Shades

- (a) Where the number of persons does not exceed 50 – 2 Nos.



(b) Where the number of persons exceeding 50 but does not exceeds 100 - 3Nos.

(c) For every additional 100 - 3 Nos. per persons

In particulars cases the Engineer shall have the powers to vary the scale where ever necessary.

### **Latrines and Urinals for women**

If women are employed, separate latrines and urinals separated from those for men and marked in vernacular in conspicuous letters 'FOR WOMEN ONLY' shall be provided on the scale laid in rules. Similarly those for men shall be marked 'FOR MEN ONLY' A poster showing the figures of a man and women shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to latrines.

### **Latrines and Urinal**

Except in work places provided with flush latrines connected with a water borne sewerage system all latrines shall be provided with receptacies order earth system which shall be in working order and kept in strictly sanitary conditions. The receptacles shall be tarred inside and outside at least once a year.

The inside walls shall be constructed of masonry or some suitable heat resisting non absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement shall be noted in register maintained for this purpose and kept available for inspection.

### **Disposal of Excreta**

Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal and sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved 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. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

### **Creche:**

At every work place these shall be provided free of cost. Two suitable sheds one main and the other for the use of labour. The height of the shelter shall not be less than eleven feet from the floor level to the lowest part of the roof.

### **Provision or Shelter during Rest:**

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

(i) Thatched roofs.

(ii) Mud floors and walls.

(iii) Plants spread over mud floor and covered with matting.

The huts shall be provided with suitable and sufficient opening for light and ventilations. There shall be adequate provision of sweepers to keep the place clean. There shall be two day attendants. Sanitary, utensils

shall be provided to the satisfaction of Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendant and mothers of the children.

**Canteen:**

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

**General Rules as to Scaffolds:**

- 1) Suitable scaffold shall be provided for all workmen for all works that cannot be safely done from a ladder or by other means.
- 2) A 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 workers possessing adequate experience in this kind of work.
  - (c) All scaffolds and appliances connected therewith and ladder shall :-
    - i) Be of sound material.
    - ii) Be of adequate strength having regard to the load and strains to which they will be subjected too.
    - iii) Be maintained in proper condition.
    - iv) Scaffolds shall not be overloaded as far as practicable, the load shall be evenly distributed.
    - v) Scaffolds shall be so constructed that no part thereof will be displaced under normal use.
    - vi) Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
    - vii) Scaffolds shall be periodically inspected by the competent person.
    - viii) Before allowing a scaffold to be used by the workman, every care shall be taken to see whether the scaffolds have been erected by his workmen and steps taken to ensure that it complies fully with the requirement of the articles.
3. Working platforms gangways and stairways shall.
  - (a) Be so constructed that no part of the road is covered.
  - (b) Be so constructed and maintained, having regard to the prevailing conditions as to reduce inconvenience as far as practicable.
  - (c) Be kept free from any unnecessary obstructions.
  - (d) In case of working platforms, gangways, and stairways at a height exceeding that to be prescribed by a national laws and regulations:-
    - (i) Every working platform and every gangway shall be closely boarded unless adequate measures are taken to ensure safety.

- (ii) Every working platform and every gangway shall have adequate width and every opening in the floor of a building or in working platforms, except for the time and to the extent required, to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or materials.
- (iii) When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by national laws or regulations, suitable precautions shall be taken to prevent the fall of persons or materials.
- (iv) Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.
- 4. Soft means of access shall be provided to all working platforms and other working places.
- 5. Every place where work is carried out, the means of approach thereto, shall be adequately lighted.
- 6. Every ladder shall be securely fixed and of such length as to provide secure hand and foot at every position at which it is used.
- 7. Adequate precautions shall be taken to prevent danger from electrical equipment.
- 8. No material on the site shall be so stacked or placed as to cause danger to any person.
- 4) General Rules as to Safety Equipments and First Aid
  - (a) All necessary personal safety equipments shall be kept and available for use of the persons employed on the site, be maintained in condition suitable for immediate use.
  - (b) The worker shall be required to use the safety equipment thus provided & employed and shall take adequate steps to ensure proper use of the safety equipment by those concerned.

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

## **SECTION – 4**

**CONTRACT DATA**  
**Clause Reference with respect to section 3**  
**Items marked “N/A” do not apply in this Contract.**

1	The Employer is:- Name: Address:	Superintending Engineer, Haryana Police Housing Corporation	
2	Name of Engineer	Executive Engineer	Cl.-1.1]
	Name of Authorized Representative of Engineer will be intimated later		
3(i) )	The Defects Liability Period is 12 months from the date of completion of Work exclusively for special Repair works		[Cl.-1.1 & 33.2]
(ii)	The Defects Liability Period is 36 months from the date of completion of Work for all Construction and Up-gradation works.		
4	The Start Date shall be 21 days after the date of issue of the acceptance letter except special repair works.		
5	The Intended Completion Date for the whole of the Works is 000 Days after start of work with the following milestones:		[Cl.-1.1,17&27]
6 (i)	Milestone dates for Construction and Up-gradation Works: Period from the start Milestone 1 i.e. 25%                      25% of the stipulated time Milestone 2 i.e. 50%                      50% of the stipulated time Milestone 3 i.e. 75%                      75% of the stipulated time Milestone 4 i.e. 100%                      100% of the stipulated time  Note:- Regarding achievement of Milestones, amount of actual work done in financial terms only shall be considered.		[Cl.-2.2 &46.1]
6 (ii) )	Milestone dates exclusively for Special Repair Works: Period from the start Milestone 1 i.e. 50%                      50% of the stipulated time Milestone 2 i.e. 100%                      100% of the stipulated time  Note:- Regarding achievement of Milestones, amount of actual work done in financial terms only shall be considered.		
7	The site is located in District		
8	The following documents will also form part of the Contract i.e. <u>undertaking of the bidder, if any.</u>		[Cl.-2.3(9)]

9	The law which applies to the Contract is the law of Union of India and State of Haryana, as amended from time to time.	[Cl.-3.1]
10	The language of the Contract documents is English	[Cl.-3.1]
11	Limit of sub-contracting is 20% of the Initial Contract Price	[Cl.-7.1]
12	The List of Key Personnel As per Annex.-II of Section-I (ITB)	[Cl.-9]
13	The minimum insurance cover for physical property, injury and death is Rs.5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. This Clause is applicable for contracts more than 1.00 crore initially.	Clause Reference with respect to section 3 [Cl.- 13]
14	The Site Possession Date shall be dealt as per clause-21.	[Cl.- 21]
15	The S.E HPHC concerned, is the Competent Authority for contracts upto Rs. 5 (five) crore.	[Cl.- 24]
16	The C.E, HPHC, Panchkula is the Competent Authority for contracts more than Rs. 5.00crore.	[Cl.- 24]
17	The period for submission of the programme for approval of Engineer shall be 21 days from the issue of Letter of Acceptance.	[Cl. -26.1]
18	The period between programme updates shall be <u>90</u> days.	[Cl.- 26.3]
19	The amount to be withheld for late submission of an updated programme shall be 0.25% of contract price subject to max. of Rs. 2.00 lacs.	[Cl. -26.3]
20	The following events shall also be Compensation Events: Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document (i) Removal of underground utilities detected subsequently (ii) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation. (iii) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor. (iv) Artesian conditions (v) Seepage, erosion, landslide, etc. (vi) River training requiring protection of permanent work. (vii) Presence of historical, archeological or religious structures, monuments interfering with works. (viii) Restriction of access of ground imposed by civil, judicial, or military authority.	[Cl. - 41]
21	The currency of the Contract is Indian Rupees.	[Cl.-43]

22 For contract(s) amounting to more than Rs.1.00 crore, [Cl. 45]

- A) If after submission of the tender, the price of cement and /or steel reinforcement bars incorporated in the works increase(s) beyond the price(s) prevailing at the time of last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the 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.
- B) If after the submission of the tender, the prices of cement and / or steel reinforcement bars incorporated in the works is decreased. The HPHC 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 and /for steel reinforcement as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and /or steel reinforcement bars issued under Engineer. The base price of cement & steel is as below.

**Pc (Cement) Rs. 6,500/- Per MT including taxes**

**Ps (Steel Reinforcement Bars) Rs.62,000/- Per MT including taxes**

It is further clarified that the decrease in the prices of cement & 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. The increase/decrease in price shall be determined by the All India Wholesale Price Indices for Grey Cement and Steel (Rebars ) as published by the Economic Advisor to Government of India, Ministry of Commerce and Industry) and base price for cement and /or steel reinforcement bars as issued under authority of the Engineer as valid on the last stipulated date of receipt of tender including extension if any and for the period under consideration.

If the purchase rate of cement and steel is less than the base rate no variation in cost will be payable to the agency.

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

Adjustment for component of 'Cement'

$$V_c = P_c \times Q_c \times \frac{C1 - C10}{C10}$$

C10

Where,

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

$P_c$  = Base price of cement as issued under authority of Engineer 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 Government of India, 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 Government of India, Ministry and Commerce as valid on the date of purchase of material.

Adjustment for Component of 'Steel'

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

S<sub>10</sub>

Where,

V<sub>s</sub> = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to paid or recovered.

P<sub>s</sub> = Base price of steel reinforcement bars, as issued under authority of Engineer at the time of the last stipulated date of receipt of tender including extension, if any.

Q<sub>s</sub> = Quantity of steel paid either by way of secured advance or used in the works since pervious bill (whichever is earlier).

S<sub>10</sub> = All India wholesale Price Index for Steel (Rebars) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of tenders including extensions, if any.

S<sub>1</sub> = All India wholesale Price Index for steel (Rebars) in for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the date of purchase of material.

23 The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% contract amount [Cl -45]

24 Amount of liquidated damages for delay in completion of works For Whole of work 1/1000 of the Initial Contract Price per day. [Cl. -46]

For Milestones (as specified, in item 6 of Contract Data, 1/1000 of the initial contract price per day.

25 Maximum limit of liquidated damages for delay in completion of work/ milestones 10 per cent of the Initial Contract Price rounded off to the nearest thousand. [Cl.-46]

26 Repayment of Secured advance.



The secured advance shall be recovered from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause- 47 of G.C.C.] have been incorporated into the Works.

27. Performance Security shall be 5 per cent of contract price plus Rs..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause- 28.

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 6 of the Bidding Documents.

28. The date by which “As-built-up” drawings including PH/EI fixations (in scale as directed) in 2 sets are required to be submitted within 28 days of issue of certificate of completion of whole or section / part of the work, as the case may be. The amount to be withheld for failing to supply “As-built-up” drawings by the date required is 0.25% of the contract value.

29. The following events shall also be fundamental breach of contract:

“The Contractor has contravened Sub-Clause- 7.1 and Clause- 9 of conditions of contract.”

30. If the Contract is terminated on account of fundamental breach of Contract by the Contractor, then the additional penalty for not completing the work shall be 20 percent of the value of the work which is not completed in addition to the Liquidated damages.(To be calculated as per Clause- 25 of contract data )

**SECTION – 5**  
**TECHNICAL SPECIFICATIONS**

## 1. SPECIFICATIONS

The work will be executed as per Haryana PWD Specifications with latest amendments. In case of any discrepancy the Bureau of Indian Standards shall be followed and then CPWD specifications shall be followed. These will be in order of preference as mentioned below:

- i) Haryana PWD Specifications-1990.
- ii) Bureau of Indian Standards.
- iii) CPWD Specifications.

In case, any item is not covered by all three above, then the decision of Engineer shall be final.

### **BROAD SPECIFICATIONS OF STEEL, CEMENT AND OTHER MATERIAL TO BE ARRANGED AND USED BY THE CONTRACTOR/BIDDER**

1. **STEEL:** The steel to be used for the work shall be T.M.T. (Thermo Mechanically Treated) steel as per I.S.1786 Fe.-500 D and the same will be used by the agency from either of Company TISCON, SAIL, RINL, JINDAL PANTHER, JINDAL JSW, ELECTROSTEEL. Preferably TISCON will be used. In case TISCON is not available, preference will be given to RINL/SAIL/JINDAL.
2. **CEMENT:** HDPE bags of 50kg each from the reputed firm from Birla, J.K., Ambuja, Ultratech, J.P, Shree, Binani or as approved by Engineer is to be used by the Contractor/ bidder. Pozallana Portland cement can be used after reduction of rates as per PWD (B&R) norms.
3. Test Certificate from Shri Ram Test House/ NIT Kurukshetra or any other by HPHC approved NABL accredited test center shall be supplied by the agency for each lot of material and the cost thereof shall be borne by the agency.
4. Payment of items involving use of cement, steel and all other material will be made to the agency only if original bill of purchase is supplied to the Engineer.
5. No payment of items involving use of cement, steel and other material will be made to the agency if it is brought from any other manufacturer other than mentioned in this DNIT and item thus executed will be rejected & No payment will be made for such items.
6. The contractor will supply all warranty certificate of products in favour of Engineer.
7. All material which will be brought to the site either should be got tested at site or a test certificate from the manufacturer will be produced by the contractor. In case Engineer is not satisfied with the certificate produced by the contractor then the material will be sent to a reputed laboratory for testing as desired by the Engineer and charges for the same shall be borne by the agency.
8. In case sample is not found up to the specification then the testing expenditure will be borne by the agency and material is to be replaced.
9. If test certificate is not produced by the contractor/manufacturer the same will be got tested at the frequency as in I.S. code/laboratory manual/PWD specification and the entire expenditure will be borne by the agency.
10. The contractor shall use canal water for the construction of building or water from any other source approved by the Engineer. Water should be got tested at regular intervals i.e. maximum of 2 (two) months from the laboratory approved by the Engineer and no extra cost will be paid for the same. Water to be used shall meet latest IS standard as per IS 456/other relevant codes. In case canal water / public health water is not available and the ground water is to be used, R.O system will have to be installed by the contractor if asked by the Engineer based upon quality of work.

**LIST OF APPROVED MAKES / BRANDS FOR CIVIL & P.H. WORKS**

<b>S.No.</b>	<b>NAME OF ITEMS</b>	<b>Brands</b>
1	Synthetic enamel paint, primer, Plastic Emulsion Paint, Exterior Decorative Paint, Texture paint, Distemper oil bound	Asian, Berger, ICI Dulux, Nerolac
	a) Interior Emulsion	Asian (Apolite Premium Emulsion) Berger (Rangoli Total Care) Dulux (Dulux Super Cover) Nerolac (Beauty Gold)
	b) Distempers	Asian (Tractor Uno Acrylic Distemper) Berger (Bison Acrylic Distemper) Dulux (Duwel Acrylic Distemper) Nerolac (Beauty Acrylic Distemper)
	c) Wall Putty	Asian (Trucare Super Putty) Berger (Bison Wall Putty) Dulux (Duwell Acrylic Wall Putty) Nerolac (Nerolac Cement Putty)
	d) Exterior Emulsions	Asian (APEX Weatherproof Emulsion) Berger (Weathercoat Smooth) Dulux (Weather Shield Protect) Nerolac (Excel Total)
	e) Primers	Asian (Truecare Exterior Wall Primer) Berger (Weathercoat Exterior Primer) Dulux (Dulux Exterior Acrylic Primer) Nerolac (Nerolac Exterior Primer)
		Asian (Truecare Exterior Wall Primer, Water Thinnable) Berger (BP Cement Primer) (WT) Dulux (Duwel Water based cement Primer) Nerolac (Nerolac Cement Primer)
		Asian (Truecare Wood Primer) Berger (Parrot Wood Primer) Dulux (Duwel Pink Wood Primer) Nerolac (Nerolac Wood Primer)
		Asian (Truecare Red Oxide Metal Primer) Berger (Red Oxide Primer) Dulux (Duwel Red Oxide Metal Primer) Nerolac (Red Oxide Metal Primer)
	f) Synthetic Enamels	Asian (Apolite Premium Gloss enamel) Berger (Luxoll Hi Gloss Enamel) Dulux (Dulux Gloss Premium Enamel) Nerolac (Synthetic Enamel Hi Gloss)
2	Pre-laminated particle board	Archid / Greenlam / Century / KITPLY
3	Commercial board / plywood	Archid / Greenlam / Century / Duro / Kitply / Greenply / Merino / Kitply Lygna / Venus
4	Veneers and laminates	Greenlam / Century / Merino / Sunmica / Archid
5	Flush Door shutter	Green ply, Duro, Century, Kitply, Archid / Minimax
6	Block boards and veneered particle board (MDF boards)	Green ply, Duro, Kitply, Archidply Lygna, Venus
7	Aluminium fittings	Classic, Global Grace
7	Aluminium Section for shutter/ frames for Doors/ windows/ ventilator	Hindalco, Jindal, Indal
8	Glass panes	Saint Gobain, Modi guard, Asahi, Pilkington
9	Ceramic glazed tiles (wall / flooring)	Kajaria, Nitco, Somany, Orient, Bell, Johnson, RAK & Asian, Simpulo
10	Vitrified tiles (All types)	Kajaria, Nitco, Asian, Johnson, RAK, Somany, Orient bell, Simpulo
11	UPVC doors and frames	Fenesta, Rehau, Aluplast

12	UPVC SWR pipes	Finolex, Prince, Supreme
13	Gate Valves	Leader, Zoloto, Sant
14	SW pipes	Any ISI marked
15	GI pipes	Tata, Jindal, Surya, Parkash & BST
16	GI Fitting	Unik, AVR, Zoloto, UCO
17	M.S. Pipes & Fittings	Tata, Jindal (Hisar), Prakash, Surya
18	CP fittings	Jaquar, Grohe Jaquar (Continental series) Kohler, Czar, Cera (Occean Series) Kerovit
19	HDPE Pipes & fittings	Reliance Supreme, Jain pipe
20	Vertical / Roller Blinds	Vista / Hunter Douglas
21	Chinaware fixtures	Hindware, Parriware, Johnson, Cera, Jaquar
22	Stainless steel sinks	Jayna / Nirali / Neelkanth
23	PVC cistern	Cera, Perryware, Hindware, Prayag
24	Interlocking paver	As per IS specification
25	PVC tank	Sintex, Diplast, Storewell
26	ACP sheet	Alucobond, Alstone, Alstrong, Timex
27	Cement (43 Grade)	Ultratech, JK, Ambuja, Birla, ACC, Shree Cement, Vikram cement
28	Steel (reinforcement) FE 500 -D	TISCO, SAIL, RINL, JINDAL PANTHER, ELECTROSTEEL, Jindal JSW
29	Mineral fibre acoustical suspended ceiling	Armstrong/ Saint Gobain/ Indian Gypsum and lagyp, Dexune
30	Mineral Metal false ceiling	Armstrong / Saint Gobain / Grid Square /Aura Synergy
31	Wall putty	Birla, J.K, Ferrous Crete, MARKCHEM
32	C.P.Jali	Viking, Chilly, Camry, Jayna
33	Seat Cover	Commander, Hindware, Parryware, Cera
34	Tile adhesive / Grouts	Ferrous Crete, Ardexendura, JK, MARKCHEM
35	S.S. fitting, Hinges door closers, floor springs, locks, handles and patch fitting etc.	DORMA, OZONE, Godrej, Doorset, Harison, Indobrass
36	Water proofing insulation material	Fosroc, Pidilite, Ferrous Crete, CICO , MARKCHEM
37	Auto clave aerated block	ISI marked
38	Block Boards and Veneered particle board (MDF Boards)	Duro, Greenply, Kitply, Archidply
39	Gyp Plaster / Ready Mix Plaster	Ultratech, Ferrous Crete, Gyproc
40	CI Pipes (Centri Fugal Pipes)	Any ISI marked
41	RMC	ULTRATECH, ACC, L&T, NUVCO, Ambuja
42	Mirror Glass	Modi, Saint Gobain, Arshi
43	AAC Block Adhesive	Ultratech, Ferrouscrete, Ardex Endura, MARKCHEM
44	Anti termite treatment	Pest Control of India Ltd., or any other permanent member of IPCA
45	Grass paver, chequered tile, kerb stone, interlocking tiles, cement concrete tile	Any ISI marked
	<b><u>NEW ITEMS</u></b>	
1	Fire fighting equipments and fittings	ATASEE, Flame Guard, Honeywell

**LIST OF APPROVED MAKES / BRANDS FOR ELECTRICAL WORKS IN HPHC**

<b>SR. NO.</b>	<b>NAME OF ITEMS</b>	<b>PROPOSED BRANDS BY HPHC</b>
1	SWITCHES FUSE UNIT (HRC TYPES) / HRC FUSES WITH FITTINGS	SIEMENS/L&T/HAVELLS/SCHNEIDER/ C&S / INDOASIAN
2	MCB'S/RCCB'S/RCBO'S/ELCB'S /MCB DBS & ISOLATORS	SCHNEIDER/GE/HAVELLS/SIEMENS/LEGRAND/ C&S/ STANDARD INDO ASIAN / L&T/ ABB /ANCHOR/ HAGER /GE
3	MCCB WITH ROTARY OPERATING HANDLE	SCHNEIDER/SIEMENS/ABB/L&T/LEGRAND/ HAVELLS/GE / INDOASIAN
4	LT XLPE /AL/CU CABLES	POLYCAB/PLAZA/HAVELLS/KEI// FINOLEX / ECKO/ GRANDLAY / RR KABEL/ SURAJ
5	HT XLPE AL/CU CABLES	KEI/POLYCAB/HAVELLS/ KEI
6	AIR CIRCUIT BREAKERS	SCHNEIDER / ABB / L&T / GE / SIEMENS / C&S / HAVELL'S
7	INDICATING LAMPS (LED) / PUSH PUTTUNS / PILOT LAMPS / SELECTOR SWITCHES	L&T / SIEMENS / KAYCEE
8	RELAYS/ AUTOMATIC POWER FACTOR CORRECTION RELAY / OVERLOAD RELAYS WITH BUILT IN SINGLE PHASE PREVENTER	L&T / SIEMENS / ABB
9	KWH/PF / FREQUENCY/ AMMETER / VOLTMETER / KW (DIGITAL TYPE)	L&T / AE / SOCOMEC
10	POWER CONTACTOR / CAPACITOR CONTACTOR / CAPACITOR BANK / ACTIVE FILTER / HYBRID FILTER	SIEMENS / L&T / ABB / CROMPTON
11	CURRENT TRANSFORMERS / PT	AUTOMATIC ELECTRIC / KAPPA OR AS APPROVED BY DHBVN / UHBVN / HVPN
12	TIMERS / CONTRACTORS	L&T / SIEMENS / SCHNEIDER / ABB
13	HT VCB PANEL	CROMPTON/ SIEMENS / ABB
14	POWER TRANSFORMER	SCHNEIDER/ KIRLOSKAR/ CROMPTON GREAVES/ SIEMENS/ ABB OR AS APPROVED BY UHBVN/DHBVN/ HVPN AND AS PER LATEST STAR RATING SPECIFICATION
15	HT / LT JOINTING KITS / GLANDS / TERMINALS / LUGS	DOWELLS/ DENSON/ BIRLA-3M / RAYCHEM COMET
16	INSULATING MATTS / RUBBER MATTS	ANY ISI MAKE APPROVED BY DHBVN / UHBVN / HVPN
17	LIFTS	SCHEINDER/ MITSUBISHI/ KONE. OTIS/ ORBIS
	DIESEL ENGINE	CUMMINS/ KIRLOSKAR/ CATERPILLAR/ MITSUBISHI/ ASHOKA LAYLAND/ GREAVES – COTTON/ MAHINDRA
	ALTERNATOR	KIRLOSKAR / STAMFORD / MITSUBISHI / CROMPTON
18	PVC INSUALTED 1.1 KV GRADE COPPER WIRES / CABLES	FINOLEX / POLYCAB / HAVELLS / PLAZA / GRANDLAY / RR KABEL
19	PIANO / MODULAR TYPE SOCKET /	ANCHOR / LEGRAND / HAVELLS (CRABTREE)

	SWITCHES / FAN / REGULATOR / TV SOCKET / TELEPHONE OUTLET ETC.	NORTH WEST / LEGRAND / MK / SSK / INDOASIAN / POLYCAB
20	MS CONDUIT ISI MARKED	BEC / JINDAL / NIC / STEEL CRAFT
21	PVC CONDUIT / PVC TRUNKING / STEEL	BEC / DIPLAST / POLYPACK / RAVINDER
22	PVC INSULATED COPPER CONDUCTOR WIRE (FRLS) / FR	FINOLEX / KEI / GRANDLAY / PLAZA / RR KABEL
23	GI PIPE FOR EARTHING ETC.	JINDAL / TATA / RAVINDRA
24	CEILING / WALL FAN & EXHAUST FAN	BAJAJ / CROMPTON / USHA /HAVELLS / ORIENT / KHAITAN
25	LED LIGHTING FIXTURE & LUMINARIES CFL T-5	WIPRO / BAJAJ / CROMPTON / PHILIPS / HAVELLS
26	AVIATION LIGHTS	WIPRO / PHILIPS / CROMPTON / BAJAJ
27	STREET LIGHT / FLOOD LIGHT FIXTURE	WIPRO / PHILIPS / CROMPTON / BAJAJ / HAVELLS / GE
28	MS POLES	ANY REPUTED ISI APPROVED MAKE
	GI POLES	ANY REPUTED ISI APPROVED MAKE
	HIGH MAST POLES	PHILIPS / BAJAJ / CROMPTON GREAVES
29	TV / TELEPHONE CABLE	POLYCAB / FINOLEX / DELTON / PLAZA / KEI
30	BAKELITE SHEET	HYLEM / FORMICA / GREENLAM
31	CHANGE OVER SWITCHES	L&T /SIEMENS / HAVELLS
32	SPLIT AC/ WINDOW AC/ VRV AC	DAIKIN/ MITSUBISHI ELECTRICAL/ O GENERAL/ HITACHI
33	LED TV	SONY/ SAMSUNG/ PANASONIC
34	INVERTER & TUBULAR BATTERY	MICROTECH/ SUKAM/ LUMINOUS/ EXIDES
35	WATER COOLER (FULL STAINLESS STEEL)	CLIMATROL/ USHA / VOLTAS/ BLUE STAR
36	COMMERCIAL RO	KENT/ ZERO-B/ AQUAGUARD/ LIV-PURE

**SECTION – 6**

**SECURITY AND OTHER FORMS**



DELETED

**PERFORMANCE BANK GUARANTEE**

To

----- [name of Managing Director]  
----- [address of Managing Director]  
-----

WHEREAS ----- [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. ----- dated ----- to execute ----- [name of Contract and brief description of Works] (hereinafter called " the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND

WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ----- [amount of guarantee]\* ----- (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor -----  
Name of Bank -----  
Address -----  
Date -----

---

\* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**INDENTURE FOR SECURED ADVANCES  
FORM 31**

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

This indenture made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ BETWEEN \_\_\_\_\_(hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated \_\_\_\_\_ (hereinafter called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the constructions of such of the works as he has undertaken to executive at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges).

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees \_\_\_\_\_ on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account bill for the said works signed by the Contractor on\_\_\_\_\_ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees \_\_\_\_\_ on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor do hereby acknowledge) and of such further advances (if any) as may be made to him as for said the Contractor doth hereby covenant and agree with the HPHC and declare as follows:

- (1) That the said sum of Rupees \_\_\_\_\_ so advanced by the Employer to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.
- (2) That the materials details in the said Account of Secured Advances which have been offered to an accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the **Engineer**.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the **Engineer** or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the **Engineer**.
- (5) That the said materials shall not be removed on any account from the site of the said works except with the written permission of the **Engineer** or an officer authorized by him on his behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials than actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall, at any time, make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be re-payable by the Contractor to be the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to reply and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rupees \_\_\_\_\_ and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant for payment and repayment here-in-before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may, at any time thereafter, adopt all or any of the following courses as he may deem best :

- (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due to the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the **Employer** on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.
- (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (9) That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.
- (10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

## **Agreement**

This agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (name and address of Employer) [hereinafter called “the Employer] and \_\_\_\_\_ (name and address of contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that the Contractor execute

\_\_\_\_\_  
(name and identification number of Contract) (hereinafter called “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. \_\_\_\_\_

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - i) Letter of Acceptance.
  - ii) Notice to proceed with the works.
  - iii) Contractor’s Bid.
  - iv) Condition of Contract: General and Special.
  - v) Contract Data.
  - vi) Additional condition.
  - vii) Drawings.
  - viii) Bill of Quantities and.

Any other documents listed in the Contract Data as forming part of the Contract.

**In witnessed whereto the parties there to have caused this Agreement to be executed on the day and year first before written.**

**The Common Seal of \_\_\_\_\_**

**Was hereunto affixed in the presence of:**

**Signed, Sealed and Delivered by the said \_\_\_\_\_**

\_\_\_\_\_

**in the presence of:**

**Binding Signature of Employer \_\_\_\_\_**

**Binding Signature of Contractor \_\_\_\_\_**

**SECTION – 7**

**DRAWINGS**



## **ADDITIONAL CONDITIONS**

1. The contractor shall not be entitled for any payment on account of work done till he signs the agreement.
2. 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 HPHC will not be responsible for any compensation as a result of such damage or loss to the contractor and the contractor shall be liable to set right such damage at his own cost to the satisfaction of the Engineer.
3. Contractor shall be responsible to provide to the entire satisfaction of the Engineer, at his own expenses the following amenities for the labour employed by him:-
  - (i) Suitable temporary hutting accommodation.
  - (ii) Trench latrines, bathing enclosures platforms separately for men and women and their regular cleanliness.
  - (iii) Clean drinking water.

In the event of his failure to provide any or all of the amenities the same shall be provided by the HPHC and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer and his decision shall be final.

4. 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 HPHC in this behalf from time to time.
5. 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 Employer (HPHC) may at his discretion cancel the contract. The contractor shall also be liable for any liability arising on account of any violation by him of the provision of the Act.
6. All material left at site by the contractor for a period of more than one month after the completion of work shall become the property of the HPHC and contractor shall have no claim of whatsoever for such material.
7. The contractor shall maintain at site of work a copy of DNIT having full details of specification of the work fixed by the Engineer and approved drawings of the work.
8. Nothing extra shall be paid to the contractor for diversion of water in the channels stream if it becomes necessary for the execution and completion of the work.
9. The contractor will not have any claim in case of delay by the Department for removal of tree or shifting, raising, removing of telegraph, telephone or electric lines (Over head or underground) and other structure, if any, which comes in the way of the work.

### **10. Relation with Public Authorities:**

The contractor shall comply with all legal orders and directions given to him 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.

- (i) The contractor will be held strictly responsible to the true intent of the specification with regard to quality of materials, workmanship and the diligent execution of the contract.
  - (ii) All materials and each part of detail of the work shall be subject at all times to inspection by the Engineer. Departmental Representative or other authorized subordinate 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 plans and specifications.
  - (iii) Any work done or materials used without supervision or inspection by the Engineer of the Departmental Representative is liable to be ordered to be removed and replaced at the contractor's expenses.
  - (iv) **Fire fighting Norms: The security amount of the contractors shall be released only after they handover the possession of the building complete in all respect alongwith the no objection certificate from the fire department. Obtaining the no objection certificate from the fire department shall be sole responsibility of the contractors.**
  - (v) If so directed the 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 been completed in accordance with the terms of the contract until the Engineer shall have certified in writing that it has been completed to his satisfaction. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer in any way or effect his power to reject the work when alleged to be completed or to suspend the issue of his certificate of completion until such alterations or modifications or reconstructions have been affected as shall enable him to certify that the work has been completed to his satisfaction.
  - (vi) The inspection of the work or materials shall not relieve the contractor any of his obligation to fulfill the terms of the contract as herein prescribed by the plans and specifications.
  - (vii) 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.
11. Canvassing in connection with a tender in any form renders the bidder liable to rejection.
  12. If there are varying or conflicting provisions made in any documents forming part to the contract the accepting authority shall be the decision authority with regarded to the intension of the documents.
  13. If, however, the contractor seeks to some assistance from the department in connection with arranging water/electric connection from the public utility service authorities for the purpose of HPHC work such assistance only to the extent of writing a letter from the Engineer to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.
  14. The contractor may, on application of the contractor, issue essentiality certificate for Diesel/Petrol (if it becomes a controlled commodity) required for 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 absolve the contractor of his contractual obligation.
  15. To fulfill the objectives laid down in above sub clauses, the Contractor shall undertake detailed inspection of the building at least once in a month. The Engineer can reduce this frequency in case of

emergency. The Contractor shall forward to the Engineer the record of inspection and rectification every month.

16. There will be double lock system for the cement store. One Key of the lock will be with the representative of the department and other key of the lock will be with the agency.

**17 A) FOR EXCESS CONSUMPTION OF MATERIALS FROM THE THEORETICAL CONSUMPTION**

- (i) No Claim for Excess Consumption of material other than those specified shall be entertained by the department.

**B) FOR SHORT CONSUMPTION OF CEMENT**

- (i) Upto 5%, the recovery of cost of material thus saved shall be made from the contractor at the base price as applicable on the date of tender.
- (ii) Less consumption by more than 5% (i.e. above 5 %) the rates of items of work involved shall be reduced. If it is not possible to determine the exact items on which less material has been used, the cost of the material so saved shall be recovered from the contractor at double the issue rate. The Executive Engineer reserves 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 materials and in case it is felt that it is likely to be so, the Engineer shall reject the work and the decision of Superintending Engineer in such matter shall be final.

- 18 The contractor shall supply all labour materials etc. for labour and checking at his own cost and expenses of any portion of the work during construction. Whosoever required by the Engineer or his representative and nothing extra shall be paid for same.

19. Occupation of Additional Lands:

In case, when it becomes necessary for due fulfillment of the contract for the contractor to occupy land outside the HPHC limits, the contractor shall make his own arrangement with the land owners and pay such amount, as may be mutually agreed upon by them. No claim of what-so-ever shall be entertained on this account.

20. 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 on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employment of the HPHC or of the failure on his part to obtain correct information nor shall the contractor be relieved from any risk or obligations imposed on or undertaken 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.

21. During the absence on work of the Engineer he shall be represented by one of his subordinate 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 works are performed in conformity with the plans, estimates and specifications in all respects and to keep Engineer informed of the progress of the works and the manner in which they are done. The Engineer may from time to time delegate any of the powers and authorities vested in him to the departmental representative in writing.

22. The Departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relieve the contractor or any of his duties or obligations under the contract. He shall however, have the authority to inform the contractor in writing to replace any materials considered defective and to suspend, to do, or to rectify the work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall be bound to comply.
23. Failure of the Departmental Representative to disapprove any work of materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the Departmental representative, he shall be entitled to refer the matter to the employer. Who shall thereupon confirm or reverse such a decision.
24. The contractor shall also inform the Engineer 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.
25. Unless otherwise provided in the contract document materials such as rubble, gravel sand, murrum, kankar earth, soil, etc. obtained from excavation and materials obtained by dismantling any existing structures shall remain the property of the HPHC.
26. Any tree branches, bushes, crops, etc. which may be required to be cut during the execution of the work shall be handed over to the HPHC or disposed of as directed by the Engineer.
27. Site test Registers and MAS (Material at Site) registers to be maintained by contractor :- For all the contracts all test registers and material at site, registers shall be maintained by the contractor which will be reviewed by the officers of HPHC at regular intervals for work more than Rs. 10.00 crore.
28. Any reference made to any Indian Standard specifications shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications including relevant Indian Standard & PWD specifications applicable to the work at site for work more than Rs. 10.00 crore.
29. The bidder shall see the approaches to the site. In case any approach from main road is required at site of existing approach is to be improved and maintained for cartage of material by the contractor, the same shall be provided, and maintained by the contractor at his own cost.
30. On completion of work, the contractor shall submit at his own cost four prints of "As Built-up Drawings" to the Engineer. The drawings shall have the following informations:-
  - a) Run of fall piping and their diameters including soil, waste pipes and vertical stacks.
  - b) Ground and invert level of all drawings pipes together with locations of all manholes and connections upto out fall.
  - c) Run off all water supply lines with diameters location of control valves access panels etc.
  - d) Copy of Electrical Drawings with the layout from beginning to all floors and under cables to be provided in four sets.

## EXPLANATORY NOTES

1. All other items covered by the Haryana P.W.D. Schedule of rates 1988 2<sup>nd</sup> edition corrected upto date and got carried out, if any, will be paid for as per Haryana P.W.D. Schedule of rates 1988 2<sup>nd</sup> edition, corrected upto date subject to the accepted tendered Premium/abatement given by the contractor for similar items of relevant chapters. All clauses and notes given in the Haryana P.W.D. Schedule of rates 1988, 2<sup>nd</sup> edition, with upto date correction slips shall be applicable to all above items wherever necessary.
2. The contractor shall provide suitable measuring arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.
3. The contractor shall provide such recesses, holes, openings etc. as directed by Engineer as required for the Electrical/Sanitary work and nothing shall be payable on this account.
4. Thickness of R.C.C. shall be measured and paid for as per structural sizes designed.
5. 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 Engineer shall not be measured for payment.
6. Irrespective of what is stated in para 6 of General Rules of Haryana P.W.D. schedule of rates, 1988 2<sup>nd</sup> edition no carriage of cement, steel, bricks and water or any other type or material shall be admissible irrespective of any lead involved.
7. The agency will provide 2 number boards of size 4' X 2½' at the site of work intimating the details of the project otherwise deduction will be made from the first running bill of the Agency @ Rs 6000/- per board
8. All the material to be used on the work shall be got approved from the Executive Engineer of the work before installation.
9. Regular and monthly quality control test as per frequency as per IS code specification / PWD specification is to be done by the contractor at his own cost and submit the result to the Engineer regularly. In case if he fails to do the same, The Engineer will get conducted all quality control test as per frequency from any reputed lab & amount of the same will be recovered from the Contractor. Beside this Engineer will carry out their own quality control test and also will engage 3rd party quality control agency for proper quality control of work and charges of this will be borne by the Contractor.

## **ADDITIONAL CONDITIONS FOR ELECTRICAL WORK**

1. During execution of work, if the contractor does not lay pipe and its accessories in the slab within time prescribed by the Engineer of the work, the Deptt. can then lay the said pipe-departmentally at contractors risk and cost.
2. The Contractor shall install the material from the list of approved electrical brands attached with the DNIT. Material not covered in the list will be used as per HSR -1988 & PWD Specifications 1990 or as approved by EE(E).
3. The contractor must prepare & submit the wiring, pipe and key diagrams in advance before execution of work & get it approved from the by EE(E)/AE (E). The decision of the EE(E)/AE (E) shall be final in all aspects and it shall be binding on the contractor. After completion of the work the contractor will submit "As built up drawings" to the employer duly approved by the EE(E).
4. The rates of bus bar includes the cost of all labour and material required to complete the job in all respect including thimbles etc. of the same material as that of bars. The support for bars will be made of porcelain. No extra payment in this regard will be given.
5. The tenderer must either be 'A' Class Electrical Contractor enlisted with Haryana PWD (B&R) Deptt. or any other Govt. Department or he must sublet the electrical work to a sub contractor possessing the above qualification for HT/LT works. The Sub contracting will be done with the written approval of Superintending Engineer, HPHC, or Executive Engineer, Electrical (concerned division) of HPHC as per competency.
6. The material will be got inspected by the Executive Engineer/ HPHC representative agency at the manufacturing plant/Godown of the manufacturer before installation at site. The expenses of the travelling, lodging, boarding etc. will be borne by the agency.
7. The rates mentioned in the DNIT are for complete item including cost of all accessories, material, labour, tool plants, water, electricity bills etc. Unless otherwise specified. No extra payment for the same shall be made.
8. All the material to be used on the work shall be got approved from the Executive Engineer (Elect) / representative of EE (E)/ representative of EE (E) before installation. If at any stage during the execution of work, the Engineer is not satisfied with the quality of material brought at the site of work, he shall be at liberty to reject the material. The rejected material shall have to be removed from the site of work immediately otherwise same will be removed at the cost of the agency.

9. Actual quantity of complete and accepted work shall only be paid.
10. The contractor shall be responsible for getting inspection and approval from Chief Electrical Inspector, Haryana/DHBVN/UHBVN for installation of D.G set, CT/PT and transformer with capacitor bank for HT/LT lines if required. The necessary fee CEI inspection, testing of CT/PT, testing of meter will be borne by the contractor.
11. **The whole work will carry a guarantee of 36 months from the date of completion.** Any part becoming defective during the guarantee period will be replaced by the contractor within 7 days or earlier free of cost, failing which work will be got done at his risk and cost and incurred amount will be recovered from his pending dues/bank guarantee/ security deposit etc..
12. The contractor shall submit the original manufacturer test certificate of all the materials.
13. The contractor will test the D.G set by running the same up to 6 hours and cost of required fuel will be borne by the contractor.
14. The compressor of AC machine will carry a guarantee of 5 years from the installation of AC machine. All test Certificates, warranty Certificates and service manuals along with product literature shall be supplied by the contractor from the original manufacturer.
15. All the refrigerant pipes, drain pipes, wiring etc. should be recessed in wall and make the wall in original shape.
16. All M.S parts i.e angle iron channels, flats, clamps, nuts and bolts etc. should be painted with 2 coats of epoxy paint (silver color) upto satisfaction of EE(E).
17. The contractor will conduct the final testing of all equipments/ services i.e HVAC system / VRV system, lifts, fire alarming system, EPBAX, LAN, CCTV, etc. in presence of representative of HPHC deputed by EE (E) by arranging the electrical supply/ DG Set supply for the same if required.

**SECTION – 8**  
**BILL OF QUANTITIES**



## **BILL OF QUANTITIES**

### **Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, **additional conditions of contract**, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, cess and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification of Haryana PWD (B&R)
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause- 29 of the Instructions to Bidders.