Detailed Notice Inviting Tender
(DNIT)

GOVERNMENT OF HARYANA

Haryana Power Generation Corporation Limited

Name of work: Repair of peripheral road by using reject coal at PTPS ,Panipat

Estimate Cost: **Rs 12.24 Lakhs**

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e-Tender Notice

PRESS NOTICE

HARYANA Haryana Power Generation Corporation Limited
DEPARTMENT

Notice Inviting Tender No. 1118202612-48-40/Haryana Power Generation Corporation Limited Dept/HRY. Dated: 18/11/2026

The **Managing Director** invites bids from the eligible contractors online on the website: https://etenders.hry.nic.in for the work detailed in the table.

Name of Work:	**Repair of peripheral road by using reject coal at PTPS ,Panipat**
Cost of work	**Rs 12.24 Lakhs**
Time Limit	**3 Months**

Tenders to be received till: **01:00** hours on dated **24/11/2026**

1. Bidder shall pay Rs. **1180**/- as E-Service fee through Net Banking in favour of **"Society for IT initiative fund for e-Governance" payable at Chandigarh..**

2. For further details and e-tendering schedule please visit website http://etenders.hry.nic.in

For and on behalf of **Managing Director**

Executive Engineer (Civil)

Haryana Power Generation Corporation Limited

XEN CMD P I PTPS[CE PTPS Panipat]

Phone No: 9355869386

DETAIL NOTICE INVITING TENDER

The **Managing Director** invites the bids from the contractors who have created login ID on the portal ***http://works.haryana.gov.in*** through online bids on the website for the work detailed in the table below.

Sr. No.	Name of work	Cost of work	Earnest money (For unregistered bidders only) (in Rs.)	Cost of bid document (in Rs.)	Time limit	Date and time for bid Submission.
1	2	3	4	5	6	
1.	**Repair of peripheral road by using reject coal at PTPS ,Panipat**	**Rs 12.24 Lakhs**	**₹24,489.00** for Contractors & **₹12,244.50** for Societies	**₹1,180.00** /-	**3 Months**	**24/11/2026** Upto **01:00** hrs.

1. Bidders registered on the portal ***https://works.haryana.gov.in*** are not required to deposit any earnest money and are required to submit earnest money declaration Form as provided in Section 7 of the bidding document.
2. Interested bidders are encouraged to get themselves registered as contractor on the portal ***https://works.haryana.gov.in.***
3. Interested bidders must have contractor ID on ***https://works.haryana.gov.in.***
4. Cost of tender document fee: **₹1,180.00**/-(*non refundable*) (to be submitted online).
5. Availability of Bid document and mode of submission:

a.	Tender document is available online on http://etenders.hry.nic.in
b.	1. **Earnest Money :**for un-registered bidders – Online. 2. **Earnest Money Declaration Form:** Bidders registered by Haryana Government – the bidder shall upload a earnest money declaration form as per format given in Section – 7 in the bidding document online, which can be generated from contractor login on Haryana Engineering Works Portal.
c.	Tender document fee **₹1,180.00**/- to be paid - Online
d.	Submission of Technical Bid – Online
e.	Submission of Price Bid - Online

Note: Bidding shall be online only and no document shall be accepted in any physical form.

5. In the first instance, Earnest money /Earnest money Declaration Form (as provided in Section 7) shall be opened online and checked for correctness along with tender document fee. If the earnest money declaration form / earnest money are found in order, Technical Bid shall be opened (Online) in the presence of such contractors who choose to be present. The Financial offer shall be opened (Online) only, if the bidders meet the qualification criteria as per the bid document. The date of opening of Financial Bid shall be intimated separately.

   Exemption of tender document fees of the Contractors/Agencies:

   - "Single tender shall normally not be considered unless there are special circumstances to do so. In such eventuality, decision to accept the single tender shall be as prescribed in the rules. If special circumstances are not present, tenders shall be re-called. If re-tendering again results in a single

   - Tender, its acceptance may be considered with proper justification and reasons". Where on first call of tender, number of bidders participate in the tender but on Technical evaluation only one participating bidder qualifies, the tender shall be re-invited treating it as single tender.

   - Those bidders shall not be required to pay tender document fees, who choose to submit bids again on tender being re-called on account of single tender being received or single bidder qualifies on first call.

6. Bidders shall have to pay the e-Service Fees of Rs. 1180 in favour of 'Society for IT initiative fund for
   e-Governance through Debit Cards & Internet Banking Accounts are required to be paid online directly through Internet Baking Accounts.

7. Last Date/ Time for receipt of bids through e-tendering: **24/11/2026** up-to **01:00** Hrs. (time)

8. The site for the work is available.

9. Only online submission of bids is permitted, therefore; bids must be submitted online on website
   https://etenders.hry.nic.in. The technical qualification part of the bids will be opened online at **CE PTPS Panipat** on **25/11/2026 a**t **03:00** hrs. by the authorized officers. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened online on the next working day at the same time.

10. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of 'Submission of Online Bids. Bids as submitted online shall be valid for **120** days from the date of bid closing i.e. from last date of submission of online bids. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.

11. Bidders may bid for any one or more of the works mentioned in the Table above.

12. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the same NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

13. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

14. Conditional tenders will not be entertained and are liable to be rejected.

15. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time, mode and place of receipt of tenders and other conditions will remain unchanged.

16. The invitation of this tender can be cancelled without assigning any reason.

17. The societies shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.

18. The tender without Earnest money /Earnest money Declaration form and tender document fee will not be opened.

19. The jurisdiction of court will be as defined as in Appendix to ITB.

20. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected and financial bids will not be opened.

21. The Pre-bid meeting will be held as per the details in Appendix to ITB.

22. The bidders may note that the works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc, on account of noncompliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.

23. The undersigned reserves the right to reject any or all of the bids without assigning any reason.

For and on behalf of **Managing Director**

Executive Engineer (Civil)

Haryana Power Generation Corporation Limited

XEN CMD P I PTPS[CE PTPS Panipat]

Phone No: 9355869386

KEY DATES

1.	**Date of Issue of Notice Inviting Bid**	:	Date **18/11/2026**
2.	**Period of availability of Bidding Documents on website http://etenders.hry.nic.in**	:	**From 18/11/2026 To 24/11/2026**
3.	**Time, Date of Pre-bid Meeting**	:	Not Applicable
4.	**Deadline for Receiving Bids online**	:	Date **24/11/2026** at **01:00** hrs
5.	**Opening of Bids (Tender Document fee &Earnest Money Declaration Form)**	:	Date **25/11/2026** at **03:00** hrs
6.	**Time and Date for opening of Part-I of the Bid (Technical Qualification Part)**	:	Date **25/11/2026** at **03:00** hrs
7.	**Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part I of the Bid.**	:	To be intimated.
8.	**Last Date of Bid Validity**		Date **24/03/2027**
9.	**Officer inviting Bids**	:	**Executive Engineer (Civil) XEN CMD P I PTPS[CE PTPS Panipat] Haryana Power Generation Corporation Limited**

Section 1: Instructions to Bidders(ITB)

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A. General

1. Scope of Bid

1.1 The Employer (Appendix to ITB) on behalf of 'Authority' (defined in Appendix to ITB) invites bids for the construction of Works as described in these documents and referred to as "the Works". The name of the works is provided in the Appendix to ITB. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately. The bidders should refer Section 4-A for the detailed scope of work and Section 4-B for Technical Specifications for the work.

1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the **Contract data**.

1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tender, bid/tender, bidding/tendering etc.) are synonymous.

1.4 The jurisdiction of court will be as defined as in Appendix to ITB

2. Source of Funds

2.1 The expenditure on this project will be met from the budget provided by the Govt. of Haryana.

3. Eligible Bidders

3.1 The Invitation for Bids is open to all bidders have created contractor Id on the portal *https://works.haryana.gov.in* and eligible bidders meeting the eligibility criteria as defined in ITB.

3.2 The bidders in Joint Ventures are allowed as per the Appendix to ITB.

3.3 Interested bidders who are not registered on Haryana Engineering Works Portal should upload the following documents at the time of bidding:

a. Mandatory Documents

i. Proof of Constitution - Partnership deed (in case of the partnership firm registration); or Certificate of Incorporation (in case of Private limited company, public limited company, Public sector undertaking, Limited Liability Partnership, registration); or Any proof substantiating constitution (in the case of society, trust, AOP, Government department, local authority, statutory body registration.)

ii. PAN Card

iii. GST Certificate

iv. Undertaking of Non-Blacklisting – (Certificate that contractor has not been blacklisted previously)

v. Proof of immovable properties/self-certification that doesn't have any property

vi. Cancelled Cheque / Proof of bank account

vii. Proof of Address

viii. The applicant himself or his employee (at least one) should be a Diploma Holder Engineer (Civil/Electrical/Agri./Hort.) as applicable. Accordingly, self-declaration certificate of applicant and his employee along with copy of Diploma certificate is to be submitted.

ix. In case for electrical works the applicant or the employee of the applicant should submit valid Wireman License from Chief Electrical Inspector, Haryana

x. It is mandatory for the contractor to register and utilize the "Call Before You Dig (CBuD)" Mobile Application for all works involving excavation, trenching, or road cutting.

b. Optional Documents

i. TAN Number Document
ii. MSME Registration Certificate (If Applicable)
iii. Form 26AS for last three years (Provided by Income Tax Department)
iv. LLCs (Limited Liability Company) to upload last audited balance sheet
v. Change of constitution of agency
vi. Litigation History (If any)
vii. List of completed works if any
viii. List of Abandoned works (if any)
ix. Any Other relevant documents

In case during examination it is found that any bidder for this category of works has not submitted above mandatory documents or has submitted false documents his bid shall be rejected.

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

4. Qualification of the Bidder

A) For works put to tender upto Rs. 25.00 Lacs, contractor's id on Haryana Engineering Works Portal.

B) For works put to tender from Rs. 25.01 Lacs to Rs. 64.00 Lacs, a valid enlistment certificate with proof of ownership/ lease of specified machinery/ manpower as listed in Clause 39 of this document and contractor's id on Haryana Engineering Works Portal.

(Technical Evaluation shall be carried out as per the requirement specified in Clause 39 in section 1 of this document and financial bid of only responsive qualifying bidders shall be opened)

C) For works put to tender from Rs. 64.01 Lacs onwards, following qualification criteria is required to be fulfilled:-

4.1 All bidders shall provide the Qualification Information as specified in Section-2 of this document, Forms of Bid and the undertaking(s) as specified in Section 7. The undertaking should be of a date after the first invitation of this tender. Initially the scanned copy of undertaking(s) shall have to be submitted in technical bid and before signing the agreement, the original undertaking(s) should be submitted by the bidders to the concerned Executive Engineer. The undertaking(s) in original shall make integral part of the agreement. The bidder should also meet the requirements mentioned in clause 39 .

4.2 All bidders participating in tenders costing more than Rs. 25.00 lacs shall include the following information and documents with their bids in Section 2, Qualification Information unless otherwise stated in the Appendix to ITB:

(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 annual financial turnover of each of the last three years duly certified by Chartered Accountant;

(c) (i) Experience in works of a similar nature and size for each of the last seven years with certificates from the concerned officer not below the rank of Executive Engineer or equivalent;

(ii) and details of works in progress or contractually committed with detail of clients who may be contacted for further information on those contracts;

(d) The undertakings as per the format and language given in Section 7 of the document. The undertakings should be of a date after the invitation of this tender. The bids accompanying with the language deviated from the language of the draft provided in Section 2 shall be treated as non – responsive.

4.3 All care should be taken by the bidder to submit correct information and documents in first place. No cognizance of the documents submitted subsequently by the bidder on his own regarding his technical bid shall be taken. However, clarification can be sought upto the extent of clearing any doubt on the documents already submitted online.

4.4 Joint Ventures are permitted to bid for the work as defined in the Appendix to ITB. Bids submitted by a Joint Venture (JV) shall comply with the following requirements:

a. There shall be a Joint Venture Agreement (as per the format given in Section-7) specific for these contract packages between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement shall be submitted before any award of work could be finalized.

b. The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.

c. Lead partner shall be nominated as being partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.

d. The partner-in-charge shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally,and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge. A copy of the said authorization shall be furnished in this Bid.

e. All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause I above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).

f. In the event of default by any partner, in the execution of his part of Contract, the Employer shall be so notified within 30 days by the partner-in-charge, or in the case of the partner-in-charge being the defaulter, by the partner nominated as partner-in-charge of the remaining Joint Venture. The partner-in-charge shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally competent party acceptable to the Employer to ensure the execution of that part of the Contract, as envisaged at the time of bid. Failure to comply with the above provisions will make the Contractor liable for action by the Employer under the Conditions of Contract. If the Most Experienced i.e. Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and Employer will take action under the Conditions of Contract.

g. Not with standing the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

h. The bid submitted shall include all the relevant information as required under the provisions of Sub-Clause 4.5 D of ITB and furnished separately for each partner.

4.5 Qualification Criteria [applicable as per cost of work put to tender]

4.5A To qualify for award of the contract, each bidder in its name should have :-

i) Minimum average annual financial turnover (as certified by the Chartered Accountant) during the last three years, ending 31st March of the previous financial year, should not be less than 30% of the value of work. The turn over shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.

ii) Experience of having successfully completed or substantially completed similar works (i.e. road/bridge/building works/airport runway/PHED/ IWRD works/) as applicable for that type of tender during the last seven years ending last day of month previous to the one in which bids are invited should be either of the following:-

(a) Three similar works each costing not less than 40% of the value of work.

or

(b) Two similar works each costing not less than 50% of the value of work.

or

(c) One similar work costing not less than 80% of the value of work.

The amount of works shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.

Note 1:- The works may have been executed by the applicant as Prime contractor or as a member of Joint Venture As contractor, he should have acquired the experience of execution of all major items of works under the proposed contract. In case a project has been executed by a Joint Venture, the turnover or experience shall be evaluated in proportion to their participation of the Joint Venture. In case of experience as a sub contractor, the certificate from the Principal Employer

shall have to be furnished.

Note 2:- Substantially completed works means those works which are at least 95% completed as on the date of submission (i.e. gross value of work done upto the last date of submission is 95% or more of the original contract price or enhanced contract price as the case may be) and continuing satisfactorily.

Note 3:-Similar works means road work for road tender, building work for building tender, bridge work for bridge tender and so on.

For these, a certificate from the employer shall be submitted along with qualification information clearly mentioning the name of work, Contract Value, billing amount. Date of commencement of works, satisfactory performance of the Contractor and any other relevant information.

4.5 B Each bidder must produce:

(i) An affidavit (format affidavit to be attached) in the prescribed format given in this document in Section 7. The affidavit should be of a date later then the date of calling of tender; and

(ii) Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.

4.5 C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.5 D If bidder is a Joint Venture, the partners would be limited to three (including lead partner). Joint Venture firm shall be jointly and severally responsible for completion of the project. Joint Venture must fulfill the following minimum qualification requirement.

i. The lead partner shall meet not less than 50% of qualification criteria given in sub-clause 4.5 A (i) & (ii) of ITB above.

ii. Each of the remaining partners shall meet not less than 25% of all the criteria given in sub-clause 4.5 A (i) & (ii) of ITB above.

iii. The Joint Venture must also collectively satisfy the subject of the criteria of Clause 4.5 B and 4.5 C of ITB for this purpose the relevant figures for each of the partners shall be added together to arrive at the Joint Venture total capacity which shall be 100% or more.

iv. In the event that the Employer has caused to disqualify under Clause 4.7 of ITB below all of the Joint Venture partners will be disqualified.

v. Joint Venture Applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into before award of work.

vi. The available bid capacity of the JV as required under Clause 4.6 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

vii. The Sub-Contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

4.5. E Any other requirement as specified elsewhere in the ITB.

4.6 Bid Capacity Formula for Works put to tender value above Rs. 25.01 Lacs

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value.The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A*N*2- B) Where

A = Maximum value of financial turnover (as certified by the Charted Accountant) in any one year during the last three years (updated to price level of the last financial year at the rate of 8% per year compounded yearly).

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as ½ and more than 6 months as 1 in a year).

B = Value, at the current price level (compounded yearly @8% per year), of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

4.6.1 Bid Capacity Formula for Works put upto tender value of Rs. 25.00 Lacs

(i) A contractor shall be allotted works up to a maximum of Rs. 50.00 Lacs in a financial year. Where the combined value of ongoing works and the work under tender equals Rs. 50.00 Lacs, the bidder may participate only to the extent of the balance between Rs. 50.00 Lacs and the value of outstanding works. For works up to Rs. 25.00 Lacs, bid capacity shall be calculated as per the following formula:

Formula: Bid Capacity (in Lacs) = Rs. 50.00 Lacs – Value of Outstanding Work(s) (in Lacs)

(ii) In the next financial year, a contractor may be allotted works up to Rs. 1.00 Crore, subject to having satisfactorily completed works of at least Rs. 50.00 Lacs in any previous year. Where the value of ongoing works plus the tendered work exceeds Rs. 50.00 Lacs but does not exceed Rs. 1.00 Crore, the bidder shall furnish completion certificates for works of Rs. 50.00 Lacs completed within the last three years. The bidder may bid only to the extent of the balance between Rs. 1.00 Crore and the value of outstanding works at the time of bid submission.

Formula: Bid Capacity (in Lacs) = Rs. 1.00 Crore – Value of Outstanding Work(s) (in Lacs)

(iii) In any financial year, a non-registered contractor may be allotted works up to Rs. 2.00 Crore, subject to having satisfactorily completed work of Rs. 1.00 Crore in any previous year. Where the combined value of ongoing works and work under tender exceeds Rs. 1.00 Crore, the bidder shall submit completion certificates for works of at least Rs. 1.00 Crore executed in the last three years.

Formula: Bid Capacity (in Lacs) = Rs. 2.00 Crore – Value of Outstanding Work(s) (in Lacs)

4.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc: and/or.

- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid for one work will cause 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 or liable for those costs.

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. The Bidder acknowledges that prior to the submission of the bid, the Bidder/Contractor has, after a complete and careful examination, made an independent evaluation of the Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology, suitability and availability of access routes to the Site and all information provided by the Employer or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment assumptions, statement or information provided by it and the Bidder confirms that it shall have no claim whatsoever against the Employer in this regard.

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 of ITB.

1. Detail Notice Inviting Tender
2. Instructions to Bidders including Appendix to bid
3. Qualification Information and other forms
4. Conditions of Contract (Part I General Conditions of Contract, and Contract Data; Part II Special Conditions of Contract)

5 Technical Specifications

6 Drawings

7 Bill of Quantities

8 Form of Acceptance, Form of Agreement, Issue of Notice to Proceed with the Work,

9 Forms of Securities and Form of Unconditional Bank Guarantee.

8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through email 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 10 days prior to the deadline for submission of bids. Copies of the Employer's response will be put on website including a description of the enquiry but without identifying its source.

9.2 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

9.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded for information of the public or other bidders. Any modifications of the bidding documents listed in Clause 8.1 of ITB, 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 of ITB and not through the minutes of the pre-bid meeting.

9.5 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 Employer may modify the bidding documents by issuing corrigendum.

10.2 Any addendum/corrigendum thus issued shall be part of the bidding documents and put on website only and shall be deemed to have been communicated to all the bidders. The Employer will assume no responsibility in this regard.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. PREPARATION OF BIDS

11. Language of Bid

11.1 All documents relating to the Bid shall be in **English** language.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall be in two separate parts:

Part I Technical bid This shall be named Technical Qualification Part of Bid and shall comprise of:

i) The cost of the bidding documents.

ii) The Earnest money in any of the forms as specified in clause 16 of ITB or Earnest Money declaration form specified in Section-7 as applicable.

iii) Authorized address and contact details of the Bidder having the following information:

a. Address of communication:
Telephone No.(s):
Office:
Mobile No.:

b. Facsimile (FAX) No.:

c. Electronic Mail Identification (E-mail ID):

iv) **Qualification information, supporting documents as specified in ITB**.

v) Any other information/documents required to be completed and submitted by bidders, as specified in the Appendix to ITB, and

vi) Scanned copy of the affidavit (**on the format given in Section 7 of bid document**).

Part II. Financial Bid:- It shall be named Financial Bid and shall comprise of:

(i) Priced bill of quantities for items specified in Section 6;

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

Section	Particulars
1.	Detail Notice Inviting Tender
2.	Instructions to Bidders
3.	Conditions of Contract
4.	Contract Data
5.	Technical Specifications
6.	Drawings

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

13.2 For item rate tenders, the bidder shall fill in item rate at its appropriate place in figures. Items for which no rate or price is entered by the bidder will not be paid for by the employer. Such item, where the bidder does not quote the price or leaves it blank, will be treated as item to be executed free of cost item from the contractor.

13.3 For percentage rate tender, the bidder shall make its due diligence and quote a single percentage above or below HSR items including any premium if applicable and individual rate for NS items which are in the BOQ but not in HSR. NS *Items in the BOQ, for which no rate or price is entered by the bidder will not be paid for by the Employer and considered as nil rate items.*

13.4 All duties, taxes (excluding GST) , royalties, compensation, cost and other levies payable by the Contractor under the Contract or to execute item(s) of work or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder online. The GST amount shall be reimbursed on production of proof of deposit of GST with Govt. for the previous payment.

13.5 The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provision of Clause 42 A of the Conditions of Contract.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

15.1 Online Bids shall remain valid for a period of not less than 120 days after the deadline date for bid submission specified in ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer 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 email. A bidder may refuse the request without forfeiting his Earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16. Earnest money and Earnest money declaration Form

16.1. The Bidder who does not have contractor id on HEWP can not participate in tendering process. Bidders who have contractor ID but have not registered on HEWP can participate in tendering process by paying the earnest money through online payment on the portal. Bidders who have contractor Id and are registered on HEWP and also have deposited one time deposit are eligible for participation in the tender by annexing bid specific Earnest Money Declaration Form generated from HEWP.

16.2. The bidder who is registered as contractor with Haryana Government and is availing the exemption available for earnest money, shall upload bid specific Earnest Money Declaration form duly downloaded from HEWP.

16.3 Any bid from the registered bidders not accompanied by an acceptable Earnest Money Declaration form (in case exemption is availed) as above or not secured as indicated in Sub-Clauses 16.1 above shall be rejected by the Employer as non-responsive.

16.4. The successful bidder shall be de-registered with forfeiture of his/its one time deposit of EMD exemption amount on HEWP 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 34 of this document.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Conditional offer or alternative proposals will be rejected as non-responsive.

18. Format and Signing of Bid

Deleted

D. ONLINE SUBMISSION OF BIDS

19. Bidding through E-Tendering System

Instructions to bidder on Electronic Tendering System

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

19.1 Registration of bidders on eProcurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e – Procurement Portal i.e. https://etenders.hry.nic.in. Please visit the website for more details.

19.2 Obtaining a Digital Certificate:

19. 2.1 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.

19.2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – https://etenders.hry.nic.in.

19.2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from the authority.

19.2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal https://etenders.hry.nic.in for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

19.2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online.

Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

19.2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through 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 in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

19.2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

19.2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

19.3 Pre-requisites for online bidding:

In order to bid online on the portal http://etenders.hry.nic.in, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

19.4 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Tender system on the Home Page at http://etenders.hry.nic.in

19.5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Tender portal http://etenders.hry.nic.in

19.6 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. 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 the time of the stage as defined in the online Notice Inviting Tenders.

19.7 Online Payment of eService fee & Bid Preparation & Submission (PQQ/ Technical & Commercial /Price Bid):

i) Online Payment e-Service fee:

The online payment for eService fee can be done using the secure electronic payment gateway by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-Tenders website (http://etenders.hry.nic.in) and tender mandatorily be submitted online.
Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Bid.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online in the Excel Format.

19.8 ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of e-tenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

Office Timings of Help-desk support for Single e-TenderPortal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. To 5:00 pm) 0172-2700275 also contact to help desk team of Delhi (24 x 7) as given below
0120-4001002
0120-4200462
0120-4001005
0120-6277787
All queries would require to be registered at our official email support as under (only those queries which are sent through email along with appropriate screen shots or error description will be considered as registered with the Help-desk)

(a) Technical:– Support e proc (at) nic (dot) in
(b) Policy Related:- cppp-doc(at) nic (dot) in

Important Note:-

(a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date &time of respective Tender event.
(b) For queries pertaining to e-Payment, please contact the help desk atleast 2 business days prior to the closing date&time of Tender event.
(c) Help-desk support will remain closed during lunch break i.e. from 1:30 PMupto 2:15 PM on each working day.

Schedule for Training

Haryana e-Tender Help Desk Office will remain closed on Saturday, Sunday and National Holidays.

NOTE:- Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal http://etenders.hry.nic.in.
For help manual please refer to the 'Home Page' of the e-Tender website at https://etenders.hry.nic.in and click on the available link 'How to ...? to download the file.

20. Deadline for Submission of Bids

20.1 Complete Bids in two parts as per clause 19 above must be submitted by the Bidder online not later than the date and time indicated in the Appendix to ITB.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB. In such case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22. Withdrawal or modification

22.1 No bid shall be modified or withdrawn after the deadline of submission of bids.

22.2 Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Earnest money pursuant to Clause 16 or invite action as per Earnest Money declaration undertaking.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer inviting the bids or its authorized representative will open the bids online in the presence of the bidders or their representatives who choose to attend at time, date and the place specified in Appendix to ITB. The bids shall be evaluated by committee generated online by the system.

23.2 In the event of the specified date for the Opening of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.3 The file containing the Part-I of the bid will be opened first.

23.4 The amount, form and validity of the cost of bidding document and earnest money furnished with each bid will be announced. If the cost of bidding document and earnest money furnished does not conform to the amount and validity period as specified in the Invitation for Bid, and has not been furnished in the form specified in Clause 16, the remaining technical bid will not be opened and will be disqualified for opening of financial bid. Similarly for registered bidders, bid not accompanied by the Earnest Money declaration form, shall be rejected and technical bid will not be opened.

23.5 The Employer will also prepare minutes of the Bid opening, including the information disclosed in accordance with Clause 23.4 of ITB.

23.6

(i) Subject to confirmation of the earnest money, the bids accompanied with valid earnest money/earnest money declaration form will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.

(ii) The technical bid will be evaluated on the basis of the documents submitted online by the bidder and no modification of his technical bid will be sought from the bidder. No cognizance of the documents submitted subsequently by the bidder on his own regarding his technical bid shall be taken. However, clarification can be sought upto the extent of clearing any doubt the documents already submitted online.

(iii) The bidders will respond in not more than 7 days of issue of the clarification letter, which will also indicate the date, time and venue of opening of the Financial Bid.

(iv) Immediately, on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.

23.7 The Employer shall hoist the result of technical evaluation of bids alongwith the reasons for rejection of Part-I of the bid (Technical bid) on the website. Thereafter, the employer shall wait for 7 days before opening the financial bid of the qualified bidders so as to give the disqualified bidders and opportunity to avail, if they so desire, any remedy available under the Law.

23.8 Part II (Financial Bid) of bids of only those bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified by the Employer at the time of bid opening.

23.9 The Employer shall prepare the minutes of the online opening of Part-II of the Bids.

24 Process to be Confidential

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. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25 Clarification of Bids and Contacting the Employer

25.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded **except as specified in clause 25.3 here under.** If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25.3 To assist in the examination, evaluation, and comparison of Bids, the Employer 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 email, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

26. Examination of Bids and Determination of Responsiveness

26.1 During the detailed evaluation of "Part-I of Bids", the Employer will determine whether each Bid

(a) meets the eligibility criteria defined in Clauses 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 "Part-II of Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities.

26.2 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 affects 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 Employer's rights or the Bidder's obligations under the Contract; or
(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors.

27.1. "Financial Bids" determined to be substantially responsive will be checked by the 'Employer' for any errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the unit of any item mentioned in BOQ, from that in HSR, the unit mentioned in HSR shall prevail and the total resulting from multiplying the quoted rate by the quantity, shall be taken in to account.

27.2. The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted in the following manner.

(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
(b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'.

28. Adjusted in bid price pursuant to clause 27 above, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and action as per provisions of Earnest Money Declaration Form shall be initiated or Earnest Money shall be forfeited as applicable**.**

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26 of ITB.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) adjustments to reflect discounts or other price offered in Financial bid submitted online.

29.2.1 After adjustment, if the lowest bid price of 2 or more bidders is found to be exactly same, the average annual turnover worked out in Clause 4.5 shall be the governing factor for deciding the successful bidder. During evaluation of technical bid, the bidder having higher average annual turnover shall be preferred bidder.

29.3 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 34 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: -

There will be no additional bank guarantee for the bid price quoted upto 10% below DNIT amount. The additional performance security shall be equal to percentage below beyond 10% below DNIT. For clarity if a bidder has quoted price 13% below DNIT, the performance security shall be 5% and additional performance security shall be 3% i.e. total 8% of the quoted price. Similarly if a bidder has quoted price 14% below DNIT, the performance security shall be 5% and additional performance security shall be 4% i.e. total 9% of the quoted price and so on ….

29.4 Validity of above Additional performance Security shall be valid until a date 28 days from the date of issue of the certificate of completion.

29.5 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken into account in Bid evaluation.

29.6 The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.7 To ensure a structured and timely technical evaluation process, the following time limits have been fixed as under:-

Tender Cost	Technical Evaluation Time	Objection Period
Up to ₹64 Lacs	7 working days	-
Between ₹64 Lacs and ₹5 Cr.	14 working days	7 days
More than ₹ 5 Cr.	21 working days	7 days

Note:
lf the technical evaluation is not completed within the specified timeframe, the processing of the tender will be AUTOMATICALLY DISABLED ON HEWP, preventing further actions. The Tender Technical Evaluation Committee/ Tender lnviting Authority shall be responsible for ensuring that technical evaluations are completed within the defined timelines as above.

However, in exceptional circumstances, the bid evaluation time may be extended with the prior approval of competent authority. While making such a request, the reasons for delays must be explained in details, along with the extension period sought for bid evaluation.

30. The agency/Bidder to whom the work is allotted shall be paid lowest of the following in the running/final bills.

i) Amount calculated with the accepted rates of lowest agency.
ii) Amount worked out with the accepted percentage above/below HSR+CP/analytical rates/ NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.

F. AWARD OF CONTRACT

31. Award Criteria

31.1 Subject to Clause 32 of ITB, the Employer 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. In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid for tender cost more than Rs. 25.00 Lacs.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31 above, the Employer 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 or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

33. Notification of Award and Signing of Agreement

33.1 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 email confirmed by registered letter. This letter (hereinafter and in the Part I *General 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, completion and maintenance of the works, by the Contractor during defect liability period as prescribed by the Contract (hereinafter and in the Contract called the"Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 34.

33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the Performance Bank Security is furnished.

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

33.5 Upon the furnishing by the successful Bidder of the Performance Security, the Employer shall issue the letter to proceed with the work.

33.6 If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited or action as per conditions of Bid Security Declaration Form shall be initiated. The agency will be de-barred for giving tenders for two year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their refusal to do so, tenders shall be recalled. In case of great urgency, authority competent to accept the tender may authorize call of limited or short notice tenders.

34. Performance Security

34.1.a) Within 15 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 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.3 of ITB and Conditions of Contract:

A Bank Guarantee in the form given in Section 7/FDR in the name of Executive Engineer concerned. Performance bank guarantee shall be valid until a date 45 days after the expiry of Defect Liability-cum-Maintenance Period.

b) As per Haryana Govt. Co-operation Department Notification No. 8366-C-7-2016/13818 dated 08.12.2016, the performance security for Co-operative Labour and Construction Societies shall be half of the performance security applicable to contractors for works upto any value. In case of the Cooperative Labour and Construction Societies consisting of all women members or all SC members the performance security will be 25% of the performance security applicable to contractor.`

34.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee/FDR, 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**.**

34.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money/action due as per Earnest Money declaration. The bidder shall also be debarred for period of 2 year from participation in tenders in any of the Departments/Boards/Corporations etc. of Haryana Government. If the work of is an urgent nature and cannot brook delay involved in re-tendering, the remaining tenderers shall be offered the lowest approved rates. If more than one tenderer turns up, then preferences shall be given to the tenderer graded according to the rates quoted in the first instance.

34.4 Whenever the work value is enhanced on account of variation in quantities / change of scope of work during the execution, beyond 10% above the original agreement amount, the contractor shall be required to submit the additional Performance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Security and a supplementary agreement for the revised work value shall be signed with the department which shall also define the mile stones as well as revised intended completion date.The contractor shall deliver additional Performance Security within 21 days of receipt of request in this regard from the employer.

Illustration:

Original Amount of agreement	Enhancement	Amount after enhancement	Additional Performance
Rs 1,00,000.00	Rs 10,000.00	1,10,000.00	Nil
Rs 1,00,000.00	Rs 15,000.00	1,15,000.00	5% of Rs 15,000.00

34.5 Failure of the contractor to submit a valid additional Performance Bank Guarantee @ 5% of the enhanced value of contract as above shall invite similar penalties as prescribed for non-submission of original Performance Security. The time control on the revised work shall also be monitored and implemented on pro-rata basis as per the clauses applicable to the original work.

34.6 The Performance Security of the contractor shall be released within 30 days from the date of issue of clearance of the defect liability certificate, whereas the Additional Performance Security shall be released after 28 days from the date of completion of work as recorded in the approved final bill of the contractor.

35. Advances

The Employer will provide Advances as stipulated in the conditions of contract, subject to maximum amount, as stated in the Contract Data.

36. Corrupt or Fraudulent Practices

36.1 The 'Employer' 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 awarded a contract by Haryana Government in any of Departments/Boards/Corporations etc.

36.2 Not applicable.

36.3 The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

37. Debarring

If a registered but unverified bidder submits Financial Bid online but he/it fails to submit the Earnest Money instruments in physical form by 5:00 pm with the Executive Engineer on the last date of submission of this tender, he / it shall be blacklisted for participation in the bidding in all future tenders floated by any of Department/Boards/Corporations etc. of Government of Haryana, for a period of 2 years

38. 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 tender the work accordingly. However, Clause 37 of GCC shall be applicable on the varied quantities

39. Instructions / Special Qualification Requirements (Any other condition for execution of works may also be added)

i. Additional mandatory documents as qualifying requirment for both registered & non registered bidders.

i) Scanned copy of the affidavit (on the format given in Section 7 (K) of bid document).
ii) Scanned copy of the undertaking (on the format given in Section 7 (J) of bid document).
iii) Scanned copy of the undertaking for compliance of the labour laws.

NOTE:- Bid preparation shall be strictly as per section 1 (C)- Preparation of bid. All the documents specified in preparation of bid shall be submitted.

For Co-Operative L&C Societies as per Notification no. 480-C-7-2025/4728 dated 27.06.2025:-

1. For 1st time tender is reserved for Cooperative Labour & Construction Societies registered under the Haryana Cooperative Societies Act, 1984. Bids from other classes of bidder to be treated as nonresponsive.
2. Documents to be furnished: registration certificate, current bye-laws, and, where the performance security concession if all members are women or all members are Scheduled Caste.
3. The Cooperative Labour & Construction Societies will make payment of earnest money of Rs.25000/- or 1% whichever is less for works upto Rs.50.00 Lacs and for works beyond Rs.50.00 Lacs, earnest money will be 50% of the earnest money applicable to the contractors.
4. In case Coperative Labour & Construction Societies fail to tender or do not accept the works participate in the tender/fail to qualify in the tender/do not accept the work then open tender may be invited from both the contractors and Cooperative Labour & Construction Societies.
5. one percentage (1%) of net payment on every work bill to be deducted and credited to the Haryana State Cooperative Labour & Construction Federation Ltd., Panchkula, at the rate specified by the Registrar, Cooperative Societies, Haryana, from time to time (presently 1%). Administrative and collection charges retained not to exceed 3% of the amount so collected.

Note:- All instructructions issued by Haryana Govt. as per Notification no. 480-C-7-2025/4728 dated 27.06.2025 shall be applicable to this tender.

Appendix to ITB

Instructions to Bidder Clause Reference

Sr. No.	Description	Value to be printed on system generated CBD	Clause No.
1.	Authority	**Managing Director**	[Cl.1.1] or Press Notice/ DNIT
2.	The Employer is Designation: Address:	**Chief Engineer/PTPS** **HPGCL,Panipat** **PTPS, HPGCL,Panipat**	[Cl.1.1] or Press Notice/DNIT
3.	Name of authorized Representative	Executive Engineer/CMDP-I	[Cl.1.1]
4.	The Engineer is Designation: Address:	Executive Engineer/CMDP-I Executive Engineer/CMDP-I PTPS, HPGCL,Panipat	[Cl.1.1]
5.	The Intended Completion Date for the whole of the Works is **3 Months** after start of work.	**3 Months**	[Cl.1.1, 17&27]
6.	The Works is *(Name of the work)*	Repair of peripheral road by using reject coal at PTPS ,Panipat	[Cl.1.1]
7.	The jurisdiction of court is	**Panipat Court**	[Cl.1.1]
8.	The average annual financial turn over amount is	**0** lacs (Rs. NIL)	[Cl.(4.5 A) (i)]
9.	Value of work is as under :- ---------- **Similar Work:-**	(i) Three works :- Rs **4.90** Lacs (ii) Two works :- Rs **6.12** Lacs (iii) Single Work:- Rs **9.80** Lacs ----------	[Cl.(4.5 A) (ii)] ---------- [Cl.(4.5 A) Note 3]
10.	Joint Ventures	**Allowed**	[Cl.3.1,4.4]
11.	The contact person is:	Executive Engineer, **CMDP-I** Address : **O/o XEN/CMDP-I, PTPS,HPGCL,Panipat** Telephone No. **9355869386**	[Cl.7.1]
12.	Place, Time and Date for pre-bid meeting are	Place :- Time :- Date :-	[Cl.9.2]

Haryana Power Generation Corporation Limited

Section-2

Qualification Information

Notes on Form of Qualification Information
The information to be filled in by bidders 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. Attach additional pages as necessary.

1.	**Individual Bidders**	
1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid (if required)	*[attach copy]* _____ _____ *[attach]*
1.2	Total annual financial turnover of each of the last three year duly certified by Chartered Accountant	(Rs. In lacs) Year _____ Year _____ Year _____

1.3.1 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.

Project Name	Name of Employer	Description of work	Value of contract	Contract No	Date of Issue of Work Order	Stipulated date of completion	Actual Date of Completion	Remarks explaining reasons for delay, if any

1.3.2 Work performed as Sub-Contractor (in the same name and style) on construction works of a similar nature and volume over the last Seven years. Attach certificate from Principal Employer (Main Client).Attach legal document of agreement / subcontract, Form 26 AS of the sub-contractor.

Project Name	Name of Employer	Description of work	Value of contract	Contract No	Date of Issue of Work Order	Stipulated date of completion	Actual Date of Completion	Remarks explaining reasons for delay, if any

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

Existing commitments and on-going construction works:

Description of Work	Place & State	Contract No & Date	Name & Address Of Employer	Value of Contract (Rs.In lacs)	Stipulate period of completion	Value of works remaining to be complete (Rs.Lacs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1.3.3 (A) Works for which bids already submitted:

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

Note:- Here, any of the departments may specify the quantities of the work executed by the bidder.

Section 3

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Section 3

Part I General Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions ofContract 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 40 hereunder.

The Completion Date is the date of completion of the Works as certified by the Engineer, in accordance with Clause 48.1.

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.

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, including routine maintenance, has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjustedin 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 or distressed development in the work irrespective of any causes.

The Defect Liability-cum-Maintenance Periodis the period named in the contract Data and calculated from the Completion Date.

The 'Defect Liability-cum-Maintenance Period' is without any payment for maintenance activities.

The Defect Liability-cum-Maintenance Period Certificate is the certificate issued by Engineer, after the Defect Liability-cum-Maintenance Period has ended and upon correction of Defects by the Contractor.

The Maintenance means the activities required to be carried out for routine maintenance of road relating to works covered in scope of work as per the agreement or enhanced agreement.

Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

The Employer is the party as defined in the Contract Data, who employs the Contractor to carry out the Works, including routine maintenance. The Employer may delegate any or all functions to a person or body nominated by him for specified functions.

The Engineer is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

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

The Revised Contract Price is the Contract Price agreed after signing of a supplementary agreement with the Employer.

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

Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.

Plant is any integral part of the Works that shall 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 that were included in the bidding documents and are reports about the surface and subsurface conditions at the Site.

Specification means the Specification of the Work included in the Contract and any modification or addition made or approved by the Engineer. Specifications for Road and Bridge Works (Latest Edition as on date of Tender) published by Ministry of Road Transport & Highways shall be applicable or any or all other specifications/IS Codes applicable to a work.

The **Start Date** is given in the Contract Data. It is date when the Contractor shall commence execution of the works. **It does not necessarily coincide with any of the Site Possession Dates.**

A **Sub-Contractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the construction work in the Contract, which includes work on the Site.

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

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

The Works,as defined in the Contract Data, are what the Contract requires the Contractor to construct, install, maintain, and hand over to the Employer.

Substantial completion means those works which are at least 95% completed as on the date of submission (i.e. gross value of work done upto the last date of submission is 95% or more of the original contract price) and continuing satisfactorily.

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 these Conditions of Contract.

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

2.3 The documents forming the Contract are to be taken as mutually explanatory, and unless otherwise expressly provided elsewhere in the Contract, the priority of the documents, in the event of any ambiguity between them, shall be interpreted in the following order of priority:

(1) Agreement / Revised Agreement / Supplementary Agreement,
(2) Notice to Proceed with the Work,
(3) Letter of Acceptance,
(4) Contractor's Bid,
(5) Contract Data,
(6) Special Conditions of Contract Part II,
(7) General Conditions of Contract Part I,
(8) Specifications,
(9) Drawings,
(10) Bill of Quantities, and
(11) Any undertaking given subsequent to submission of bid.
(12) Any other document listed in the Contract Data.

3. Language and Law

3.1 The language of the Contract shall be English. The law governing the Contract are the Acts/Rules/Guidelines etc. notified by Government of India and Government of Haryana.

3.2 The works are to be carried out strictly as per the applicable laws, permits, rules and regulations. Any damages / penalties imposed by any statutory authority, like NGT etc, on account of noncompliance of any applicable laws, permits, rules and regulations shall have to be borne by the contractor.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer. However, if the Engineer is required under the rules and regulations and orders of the Employer to obtain approval of some other authorities for specific actions, he will so obtain the approval.

4.2 Except as expressly stated in the Contract, the Engineer shall not have any authority to relieve the Contractor of any of his obligations under the Contract.

5. Delegation

5.1 The Engineer, with the approval of the Employer, may delegate any of his duties and responsibilities to other person, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 All certificates, notices or instructions to be given to the Contractor by the Employer/Engineer shall be sent on the address or contact details given by the Contractor. The address and contact details for communication with the Employer/ Engineer shall be as per the details given in Contract Data to GCC. Communications between parties that are referred to in the conditions shall be in writing. The Notice sent by facsimile (fax) or other electronic means shall be effective on confirmation of the transmission. The Notice sent by Registered post or Speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service.

7. Subcontracting

7.1(a) The Contractor may subcontract part of the work with the approval of the Employer in writing, up to the percentage defined in contract data (of the contract price only). The employer shall evaluate the eligibility of the proposed subcontractor proportionate to the quantum of work to be executed by subcontractor and issue approval for the same. The Employer while approving the subcontracting shall only allow subcontracting if the subcontractor meets the respective experience, machinery and turnover criteria for the quantum of work to be subcontracted. It is expressly agreed that the Contractor shall, at all times, be responsible and liable for all his obligations under this Agreement notwithstanding anything contained in the agreements with his Sub-contractors or any other agreement that may be entered into by the Contractor and no default under any such agreement shall exempt the Contractor from his obligations or liability hereunder.

7.1 (b) However, any specialized work can be Subletted to a Sub Contractor possessing required valid Experience, machinery and turnover after approval from the Competent Authority issuing technical estimate.

7.2 The Contractor shall not be required to obtain any consent from the Employer for:

(a) the sub-contracting of any part of the Works for which the Sub-Contractor is named in the Contract.

(b) the provision for labour, or labour component.

(c) the purchase of Materials which are in accordance with the standards specified in the Contract.

7.3. The Engineer should satisfy himself before recommending to the Employer whether the Sub-Contractor so proposed for the Works possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

7.4 While sub-contracting part of construction work as per provisions of Clause 7.1 and **7.3** above, the Contractor shall enter into formal sub-contract with sub-contractor making provisions for such requirements as may be specified by the Engineer including a condition that to the extent of inconsistency, provision of the Contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to the Employer within a period of 30 days from the date of such sub-contract. In all such cases, on completion of the Contract, the Engineer, unless for reasons recorded in writing decides otherwise shall issue a Certificate of Experience to the contractor and in such certificate, the experience of the sub-contractors shall also be mentioned. The Copy of

such certificate would also be endorsed to the sub-contractor.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with Other Contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the Contract Data. The Contractor shall 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.

8.2 The Contractor should take up the works in convenient reaches as decided by the Engineer to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of Other Contractors till the completion of the Works.

9. Personnel

9.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

9.2 The Contractor shall employ for the construction work and operation of lab, the technical personnel named in the Contract Data or other technical persons approved by the Engineer. Before signing the agreement the contractor will submit the bio data of the technical personnel, as given in contract data, he proposes to employ on this work to the Engineer and will get the bio data approved from the Engineer. The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data.

9.3 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or 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 Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

9.4 The Contractor shall not employ any retired Gazetted officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government’s permission for employment with the Contractor.

9.5 The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who in the opinion of the Engineer:

(a) persists in any misconduct,

(b) is incompetent or negligent in the performance of his duties,

(c) fails to conform with any provisions of the Contract, or

(d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

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 excepted risks which are (a) in so far as theydirectly affect the execution of the Works in the Employer’s country, the risks of war, 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.

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 excepted risks, referred to in clause 11.1, are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the date of completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works and material, plant and machinery to be incorporated in the work.

(b) Personal injury or death.

(c) Loss of damage to property of third party other than the Contractor and the Employer (except works, plant, material and equipments) in connection with the Contract.

13.2 Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

13.3 (a) The Contractor at his cost shall also provide, in the joint names of the Employer and the Contractor, insurance cover from the date of completion to the end of **Defect Liability-cum-Maintenance Period**, in the amounts and deductibles stated in the Contract Data for personal injury or death which are due to the Contractor's risks:

(b) Insurance policies and certificates for insurance shall be delivered by the Contractor to the Engineer for approval before the completion date/start date. All such insurance shall provide for compensation to be payable in Indian Rupees.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, may, at his own risk, rely on any Site Investigation Reports if referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

14.2 The Contractor shall be required to make adequate dewatering arrangements to make the area dry for construction work. No separate payment shall be made to the Contractor for dewatering. The percentage premium (above or below) for HSR items and individual rates for NS items shall include the cost of dewatering unless specific provisions are made in the BOQ for payment of dewatering. This includes sub soil/surface dewatering also, if needed to execute the work properly.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct, and install and maintain the Works in accordance with the Specifications and Drawings.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works 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.

18.2 The Contractor shall be responsible for design and safety of Temporary Works.

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

18.4 The Contractor shall obtain approval of third parties to the design and safety of the Temporary Works, where required.

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

19. Safety

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

19.2 The Contractor shall be responsible for safety of all persons, employed by him on Works, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer’s Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases expeditiously in accordance with the Workmen’s Compensation Act and other labour Laws and regulations.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall handover complete or part possession of the site to the Contractorseven days in advance of construction programme. At the start of the work, the Employer shall handover the possession of at least 80% of the site.

22. Access to the Site

22.1 The Contractor shall allow access to the Site and to any place where work inconnection with the Contract is being carried out, or is intended to be carried out to the Engineer and any person/persons/agency authorized by:

(a) The Engineer
(b) The Employer
(c) State Government of Haryana.

22 A. Royalties

Except where otherwise stated, the contractor shall pay all tonnage and other royalties, rent and other payments of compensation, if any, for getting stone, sand, gravel, clay or other materials required for the works.
The contractor has to give proof for making payment of royalty to any state Government for procuring stone soling, stone metal, bajri and earth etc. If these are arranged from quarries situated in Haryana but not auctioned by Industries Department, Government of Haryana, the Engineer shall be at liberty to make recovery of royalties after due notice to the contractor. The decision of Employer in this regard shall be final.

23. Instructions
23.1 The Contractor shall carry out all instructions of the Engineer, which comply with the applicable laws where the Site is located.

24. Dispute Redressal system

24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this contract or the execution of work or Maintenance of the works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the contractor after completion of work, it shall, in the first instance, be referred for settlement to the Employer defined in contract within 45 days of arising of the dispute or difference. The Employer shall, within a period of 45 days after being requested in writing by the contractor to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the contractor as well as employer. In case the work is already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof pending receipt of the decision of the Employer as aforesaid, with all due diligence.

24.2 Either of the parties is barred from making reference to the Employer after 120 days

from completion of work i.e. the claims will be time barred if the reference to the Employer is not made within 120 days from the completion of work.

24.3 After the decision of Employer, if either of the party is not satisfied, the matter in the dispute shall be referred to the Disputes Review Board (DRB). The Board shall comprise of three Members having experience in the field of construction or have been involved in the works related to construction and with the interpretation of contractual documents. Further, they should not be serving in the department and will have no relation/ financial transaction with the agency. One member each, not below the rank of Chief Engineer (Retd) shall be selected by the department and the contractor from the list approved by the Department. The Presiding/ Chairman of the board shall be selected by the two members so selected within 30 days, not below the rank of Engineer-in-Chief (Retd). The third member shall serve as Chairman of the board.

In the event of death, disability, or resignation of any member, such member shall be replaced in the same manner as the member being replaced was selected. If for any other reason, a member fails or is unable to serve, the Chairman (or failing the action of the Chairman then either of the other members) shall in form the Parties and such non- serving member shall be replaced in the same manner as the member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the vacancy on the Board.

24.4 The members of the Board shall be paid as per the rates approved by the Govt. from time to time. While selecting the members of the board the latest fee approved by the Govt. shall be communicated to the such members and their appointment shall be subject to consent to the rates. The Fees shall be borne by both parties equally.

24.5 The Board shall deliver its decision within 120 days from its constitution or any extension (maximum upto 60 days) mutually agreed upon by the Department and the Contractor. If either, the Department or the Contractor, is dissatisfied with decision of the Board, may within 120 days after receipt of the decision/non-decision. Of the Board, with in stipulated period, can go to appropriate court.

25 Arbitration

In view of the provision of the clause 24 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between 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 Works, for the construction of works.

26.2 The Contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/ equipments being placed in field laboratory and the location of field laboratory along with the Programme. The Engineer shall cause these details to be verified at each appropriate stage of the programme.

26.3 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 Works, including any changes to the sequence of the activities.

26.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no 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.

26.5 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 shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 The Engineer shall extend the Intend Completion Date, with approval from authority competent to grant time extension as mentioned in clause 16.16.6 of PWD code through Employer, if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

> The Clause 16.16.6 is reproduced as under:-
> "16.16.6 The authority competent to technically sanction the estimate shall have the power to grant EOT. However, to check disproportionate EOTs and to ensure uniformity in approach, the Engineer-in-Chief shall issue instructions in this regard from time to time."

27.2 The Engineer with the approval of the authority competent to grant time extension as per PWD Code Clause 16.16.6 through employer shall decide whether and by how much to extend the Intended Completion date within 56 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the Contractor has failed to give early warning to delay or has failed to cooperate in dealing with a delay, the delay by the failure shall not be considered in accessing 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 authority competent to grant time extension as per Clause 16.16.6 of PWD Code within further 14 days for his decision. It the authority competent 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. In case the employer happens to be the authority competent to grant time extension, he would convey his decision to the Engineer within 42 days.

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. Delay/delays totaling more than 30 days will require prior written approval of the Employer.

29. Management Meetings

29.1 The Engineer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the plans for the Works.

29.2 The Engineer shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for actions to be taken shall be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

C. Quality Control

30. Identifying Defects

30.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's 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.

31. Tests

31.1 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish field laboratory at the location decided by Engineer. The field laboratory will have minimum equipments as specified in the Contract Data. The Contractor shall be solely responsible for :

(a) Carrying out the mandatory tests prescribed in the relevantSpecifications, and

(b) For the correctness of the test results, whether preformed in his laboratory or elsewhere.

If the Engineer instructs the Contractor to carry out a test not specified in the Specifications 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.

32. Correction of Defects noticed during the Defects Liability-cum-Maintenance Period. **Period as defined in Contract Data.**

32.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defect Liability-cum-Maintenance Period, which begins from the Completion Date. The Defect Liability-cum-Maintenance Periodshall be extended for as long as the Defects remain to be corrected.

32.2 Every time notice of Defect/Defects is given, the Contractor shall correct the notified Defect/Defects within the duration of time specified by the Engineer’s notice.

32.3 To fulfill the objectives laid down, the Contractor shall undertake detailed inspection of the work at least once in a month. The Engineer can increase this frequency in case of emergency. The Contractor shall forward to the Engineer, the record of inspection and rectification each month. For Road works the Contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.4 The Engineer may issue notice to the Contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. The Contractor shall remove the defects within the period specified in the notice and submit to the Engineer a compliance report.

33. Uncorrected Defects

33.1 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.

33.2 If the contractor fails to pay the amount as intimated by the 'Engineer' to the contractor as per clause 33.1 the same shall be recovered from the running bill or the security amount and it if is more than the security amount then the same shall be recovered from the performance security.

D. Cost Control

34. Bill of Quantities

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

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

36. Variations

36.1 The Engineer shall, having regard to the scope of the Works and the sanctioned estimated cost, have power to order, in writing, Variations within the scope of the Works, he considers necessary during the progress of the Works. Such Variations shall form part of the Contract and the Contractor shall carry them out and include them in updated Programmes produced by the Contractor. Oral orders of the Engineer for Variations, unless followed by written confirmation, shall not be taken into account.

37. Payments for Variations

37.1 If the final quantity of the work done exceeds from the quantity in the Bill of Quantities for the particular item by more than 25 per cent provided the change exceeds 1% of initial Contract Price, the 'Engineer' with the approval of the Competent Authority and shall adjust the rate to allow for the change, duly considering:

(a) justification for rate adjustment as furnished by the Contractor,

(b) economies resulting from increase in quantities by way of reduced plant, equipment and overhead costs.

(c) Entitlement of the Contractor to compensation events where such events are caused by any additional work.

37.2 If requested by the 'Engineer' / Employer, the Contractor shall provide the 'Engineer' / Employer with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Cash Flow Forecasts

38.1 When the Programme is updated, the Contractor shall provide the Engineer with anupdated 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 by 1st week of the month. In case contractor does not submit his bill by 1st week of the month, 'Engineer' shall get the monthly statement of the estimated value of work completed less cumulative amount prepared by the end of third week of the month. This procedure will be followed even if no work is carried out at the site of work.

39.2. Deleted.

39.3 Deleted.

39.4 Deleted.

40. Payments

40.1 Payments shall be adjusted for deductions for advance payments, security deposit/retention, other recoveries in terms of the contract and taxes at source, as applicable under the law.

41. The Employer may appoint another authority, as specified in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor) to make payment certified by the Engineer.

42. Items of the Works for which no rate or price has been entered in the Bill of Quantities, will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

43. The agency / bidder to whom the work is allotted shall be paid lowest of the following in the running / final bills**:-**

1. Amount calculated with the accepted rates of lowest agency.
2. Amount worked out with the accepted percentage above /below HSR+CP/analytical rates/NS item rates, worked out in financial statement. Financial statement will be made a part of agreement.

44. Compensation Events

44.1 The following are Compensation Events unless they are caused by the Contractor:

(a) The Employer does not give access to 80% of the area of project 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 on time.

(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 publicly 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 advance payment is delayed, beyond 28 days after receipt of application and bank guarantee.

(j) The effect on the Contractor of any of the Employer's Risks.

(k) The Engineer unreasonably delays issuing a Certificate of Completion.

(l) Other Compensation Events listed in the Contract Data or mentioned in the Contract**.**

44.2 In case of works of Irrigation Water Resources Department, no compensation would be payable due to non availability of closure of a canal. If the closure is not made available within the Intended Completion Date, the Contractor will have the option to complete the works, with the permission of Competent Authority, in the extended period."

44.3 If a Compensation Event would prevent the Works being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Engineer shall recommend to the Employer whether and by how much the Intended Completion Date shall be extended. Final approval shall rest with the Employer.

45. Tax

The Price Bid by the Contractor shall include all custom duties, import duties, levies, business taxes, income, toll and other taxes, duties etc. of local bodies and authorities as applicable that may be levied in accordance to the laws and regulations in being as on the closing date for submission of Bid in the countryof Employer on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of Contract and on the services performed under the Contract excluding GST . Nothing in this Contract shall relieve the Contractor from the responsibility to pay the taxes and duties that may be levied in the Employer's country on profits made by him in respect of the Contract. The GST amount shall be reimbursed on production of proof of deposit of GST with Govt. for the previous payment.

45.1 Subsequent Legislation

If, after the closing date for submission of Bid there occur changes to any National or State Statue, Ordinance, Decree or other Law or any regulation or bye-law of any local or other duly constituted authority, or the introduction of any such State Statue, Ordinance, Decree, Law, regulation or bye-law which causes additional or reduced cost to the Contractor in the execution of the Contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor, be determined by the Construction Manager and shall be added to or deducted from the Contract Price and the Construction Manager shall notify the Contractor accordingly, after taking approval from the Competent Authority, with a copy to the Employer.

45.2 Other Changes in Cost

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 other rise or fall of costs.

46 Currencies

46.1 All payments will be made in Indian Rupees.

47. Price Adjustment

47.1 Contract price shall be adjusted for increase or decrease in rates with the principles and procedures and as per formula given in the contact data. The rate of cement/steel issued under the authority of Engineer-in-Chief concerned on the date of receipt of tender shall be considered as base rate.

47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provision 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 other rise or fall in costs.

47.3 The contractor shall submit original bill/ voucher while claiming the payment for the work done. The bill/ voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of cement/steel/bitumen will be paid if the original bill/ vouchers are not submitted by the agency. No increase in prices of the cement/steel/bitumen 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.

48. Retention Money

The Employer shall retain is sum of 6% (six percent) from each payment due to the contractor subject to maximum of 5% of the final contract price until Completion of the whole of the Works.

On completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defect Liability-cum-Maintenance Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee/FDR.

49. Liquidated Damages

49.1 In the event of failure on part of the Contractor to achieve timely completion of the project, including any extension of time granted under Clause 27, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed liquidated damages to the Employer and not by way of penalty in a sum calculated at the rate per day or part thereof as stated in the Contract Data. For the period that the Completion Date is later than the Intended Completion Date, liquidated damages at the same rate shall be withheld if the Contractors fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieved the next milestone, the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the payment certificate. Both the Parties expressly agree that the total amount of liquidated damages shall not exceed 10% (ten percent) of the contract price on the date on which liquidated damages have become due. The liquidated damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the Employer; and the Employer is entitled to receive the same and are not by way of penalty.

The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from Performance Security or any other dues from Government or semi Government bodies within the state.

The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations or responsibilities under the Contract.

The Contractor shall use and continue to use his best endeavour to avoid or reduce further delay to the Works, or any relevant Stages.

49.2 The Employer, with the approval of the competent authority, based on the justified reasons, can extend the intended completion date.The liquidated damages can be deferred/reduced/waived (whole or part) by the SE concerned for contract(s) upto Rs.1.00 cr., CE from Rs.1.00 cr. to Rs.10.0. cr. and E-In-C for contract(s) above Rs.10.00 cr. This will be done on the written request of the contractor and written recommendations of EE/SE as the case may be. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any such payment of liquidated damages by the Contractor

49.3 It is agreed by the Contractor that the decision of the Employer as to the liquidated damages payable by the Contractor under this Clause shall be final and binding.

50. Advance Payment

50.1. The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form as per Section-7and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged on the advance payment as specified in the contract data.

50.2. The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the 'Engineer'.

50.3. The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor. Following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment is assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.

50.4. Secured Advance

The 'Engineer' shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

51 Securities

51.1 The Performance Security equal to 5% (five percent) and additional security for unbalanced bids shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 45 days from the date of expiry of Defect Liability-cum-Maintenance Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

51.2 Whenever the work value is enhanced on account of variation in quantities / change of scope of work during the execution, beyond 10% above the original agreement amount, the contractor shall be required to submit the additional Performance Security in the form of Bank Guarantee @ 5% of the enhanced value of contract with the same validity as applicable to the original Performance Securityand a supplementary agreement for the revised work value shall be signed with the department which shall also define the mile stones as well as revised intended completion date. The contractor shall deliver additional Performance Security within 21 days of receipt of request in this regard from the employer.

Illustration**:**

Original Amount of agreement	Enhancement	Amount after enhancement	Additional Performance
Rs 1,00,000.00	Rs 10,000.00	1,10,000.00	Nil
Rs 1,00,000.00	Rs 15,000.00	1,15,000.00	5% of Rs 15,000.00

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between theStart Date and the end of the **Defect Liability-cum-Maintenance Period** shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

53. Monthly Billing by Contractors Post Allotment

It shall be mandatory for the contractor, after the allotment of work, to submit monthly running bills for the work executed in the preceding month. Such bills shall invariably be submitted through the designated module on the HEWP platform between the 1st and 10th day of every month.In cases where no work has been executed in a preceding month, the contractor shall still be required to submit a bill with **zero amount** within the stipulated period.

In case the contractor submits the monthly bill between the 11th and 20th day of the month, a penalty at the rate of 0.025% of the contract price shall be levied. If the contractor fails to submit the monthly bill by the 20th day, an additional penalty of 0.025% of the contract price per day shall be applicable for each day of delay beyond the 20th day. These penalty charges shall be non-refundable under all circumstances.

The total penalty for delay in submission of monthly bills shall not exceed 10% of the contract price.

E. Finishing the Contract

54. Completion of Construction and Maintenance

a. The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the Work is completed, within 21 days of the receipt of request or within a reasonable period as per nature of the work.

55. Taking Over

a. The Employer shall take over the Works within seven days of the Engineer's issuing a certificate of Completion of Works. The Contractor shall continue to remain responsible for its **Defect Liability-cum-Maintenance period during the Defect Liability-cum-Maintenance Period.**

b. The Employer shall take over the maintained work within seven days of the Engineer issuing a certificate of clearance of **Defect Liability-cum-Maintenance Period.**

56. Substantial completion

a. The Engineer shall issue a substantial completion certificate if so requested by the contractor if the work is atleast 95% complete and the work has been executed to such an extent that it can be gainfully utilized by the Employer and remaining work is minor in nature not affecting gainful use of the work.

57. Defect Liability-cum-Maintenance period

a. The Defect Liability-cum-Maintenance period shall be as defined in the Contract Data and Special Condition of Contract.

58. Final Account

57.1. The Contractor shall supply to the 'Engineer' a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The 'Engineer' shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, '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.

57.2 The contractor will submit the final bill of construction within 21 days of issue of Completion Certificate. The Engineer will process and pass the final bill within 21 days of the submission of final bill by the contractor.

59. As built drawings and Operating & Maintenance Manuals

a. The Contractor shall submit "as built" drawings for the work by the dates given in the contract data.If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

b. 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 the amount stated in the Contract Data from payments due to the Contractor.

60. Termination

a. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

b. Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

i. the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;

ii. the 'Engineer' instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 56 daysthe Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

iii. the Engineer gives Notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to **Defect Liability-cum-Maintenance Period** is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

iv. the Contractor does not maintain a Security, which is required;

v. the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in clause 49.1;

vi, the Contractor fails to provide insurance cover as required under clause 13;

vii. if the Contractor, in the judgment of the Employer, has engaged in the corrupt, fraudulent or coercive practice in competing for or in executing the Contract. For the purpose of this clause, "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 willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests. And, this includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition. "Coercive practice" means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

viii. if the Contractor, in the judgment of the Employer, has engaged in the corrupt, fraudulent practice to extract undue payments from the department while executing the Contract. For the purpose of this clause, "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 willful misrepresentation or omission of facts or submission of fake/forged documents / claims / bills in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage detriment of the Government interests.

ix. any other fundamental breaches as specified in the Contract Data.

c. When either party to the Contract gives notice of a breach of contract to the 'Engineer' for a cause other than those listed under Sub Clause 59.2 above, the 'Engineer' shall decide whether the breach is fundamental or not

d, Notwithstanding the above, the Employer may terminate the Contract for convenience.

e. 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.

61. Payment upon Termination

a. (i) 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 liquidated damages, less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Retention Money and Performance Security. If any amount is still left un-recovered it will be a debt payable to the Employer from any other due payments to the contractor for any other works executed by him in the State of Haryana, any other state Govt. works, Central Govt. works including state public sector works executed by the Contractor.

60.1 (ii) If the Contract is terminated because of a fundamental breach of contract by theContractor due to non compliance of the requirements of clause 32 of GCC regardingDefect Liability-cum-Maintenance Period, the Engineer will assess the cost of having the defect corrected. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered from the Security Deposit and Performance Security. If any amount is still left un-recovered, it will be recovered from any dues payable to the Contractor from any other State Government works including State Public Sector works executed by the Contractor. If any amount still remains unrecovered, it shall be recovered as arrears of land revenue.

60.2 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.

Clause 60 (A) - Termination Upon Death of Contractor and payment

Notwithstanding anything contained herein, in the event of the death of the Contractor, the Employer shall have the discretion to determine whether the Contract may be continued or terminated. The Employer may permit the legal heir of the deceased Contractor to continue the execution of the work, provided such heir is willing and found competent to perform the remaining obligations to the satisfaction of the Employer.
If the legal heir is not in a position to carry out the business further, or fails to demonstrate adequate capacity or willingness to continue with the execution of the work, the Employer may, by notice in writing, terminate the Contract.

1. Notification: The Contractor's legal heirs or authorized representative shall promptly notify the Employer in writing of the Contractor's death, providing relevant documentation, including a death certificate.

2. Payment for Completed Work: The Employer shall pay the Contractor's legal heirs for the portion of the work satisfactorily completed and duly accepted up to the date of the termination, in accordance with the terms of the Contract. The valuation shall be determined by Contractor's death, based on the agreed-upon rates or a fair valuation of the completed work. The valuation shall be determined by Engineer and confirmed by Employer.

3. Return of Materials and Equipment: Any materials, equipment, or tools belonging to the Employer and in the possession of the Contractor at the time of death shall be returned to the Department. The Contractor's legal heirs or authorized representative shall facilitate this return.

4. Settlement of Accounts: The Employer and the Contractor's legal heirs or authorized representative shall cooperate in settling all outstanding accounts related to the Agreement. This includes any payments due to the Contractor, refunds due to the Department, or any other financial obligations as per provisions of the Contract Agreement.

5. No Liability: Neither party shall be liable to the other for any losses or damages arising solely from the termination of this Agreement due to the Contractor's death, except for the obligations outlined in this clause.

6. Governing Law and Jurisdiction: This clause and its interpretation shall be governed by and construed in accordance with the laws of India. Any disputes arising from this clause shall be subject to the exclusive jurisdiction of the courts in Chandigarh

7. Force Majeure: The death of the contractor will be considered a force majeure event for the purposes of this contract.

62. Property

a. 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 to make recoveries.

63. Release from Performance

a. If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of 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 a commitment was made.

b. If a Contractor dies during the currency of the Contract or becomes permanently incapacitated, and his/her legal heirs are not willing to complete the Contract, the Contract shall be closed without levying any damages/compensation as provided for in clauses 44 and 60 of GCC.

However, if the nominee expresses his/her intention to complete the balance work and the competent authority is satisfied about the competence of the nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions, under which the Contract was initially awarded.

Part-II Special Conditions of Contract

1. LABOUR:

1.1 Every Contractor shall:-

(i) In relation to an establishment to which this Act applies on its commencement, within a period of 60 days from such commencement, and

(ii) In relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of 60 days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of establishment.

Further, the first running bill of the contractor shall be cleared only after the receipt of registration certificate under the Building & Other Construction Workers Welfare (RE&CS) Act, 1996 and registration of all the eligible construction workers as a beneficiary of the Haryana Building & Other Construction Worker Welfare Board.

1.2 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 payment, housing, feeding and transport.

1.3 The Contractor shall, if required by the 'Engineer's , 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 shall abide at all times by all existing labour enactments and rules made thereunder, 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 competent authority on account of contravention of any of the provisions of any Act or rules make thereunder, 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's /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 in no case shall be treated as the employees of the Employer at any point of time.

2.1. Registration of Establishment:-

(1) Every employer shall –

(a) in relation to an establishment to which this Act apples on its commencement, within a period of sixty days from such commencement; and

(b) in relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of sixty days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of such establishment;

Provided that the registering officer may entertain any such application after the expiry of the periods aforesaid, if he is satisfied that the applicant was prevented by sufficient cause from making the application within such period.

(2) Every application under sub-section (1) shall be in such form and shall contain such particulars and shall be accompanied by such fees as may be prescribed.

(3) After the receipt of an application under sub-section (1), the registering officer shall register the establishment and issue a certificate of registration to the employer thereof in such form and within such time and subject to such conditions as may be prescribed.

(4) Where, after the registration of an establishment under this section, any change-occurs in the ownership or management or other prescribed particulars intimated by the employer to the registering officer within thirty days of such change in such form as may be prescribed".

In case of work executed through the contractor, it is the responsibility of the contractor to get the works registered as employers as per section 2(i) of the BOCW Act. In case of works executed directly through the department, the department is liable to get the works registered.

a) Every Contractor shall:-

(i) In relation to an establishment to which this Act applies on its commencement, within a period of 60 days from such commencements; and

(ii) In relation to any other establishment to which this Act may be applicable at any time after such commencement, within a period of 60 days from the date on which this Act becomes applicable to such establishment, make an application to the registering officer for the registration of establishment.

It is mandatory to strictly compliance of BOCW Act and registration of all eligible construction labour. Otherwise it will attract criminal proceedings against the contractual agency and employer for non-compliance of Building & Other Construction Workers Welfare (RE&CS) Act, 1996 and registration of all the eligible construction workers as a beneficiary of the Haryana Building & Other Construction Worker Board.

2.2 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 insurance linked with death of the worker during Employment.
(iii) Payment of P.F. accumulation or retirement/death etc.

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 licence 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) Deleted

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) 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 Employer of the establishment 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.

(p) 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.

2.3 FAIR WAGE CLAUSES

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

EXPLANATION:- Fair Wage' means wage whether for time of piece work notified from time to time for the area and where such wages have not been so notified the wages specified by the Haryana Power Generation Corporation Limited for the district in which the work is done.

(b) The Contractor shall not withstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labour, indirectly engaged on the work including any labour engaged 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 Power Generation Corporation Limited Contractor's Labour's Regulations made by the

Government from time to time in regard to payment of wages wage period deductions from wages recovery of wages not paid and deductions unauthorized made maintenance of wage register wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of a lime nature.

(d) The Executive Engineer or Sub Divisional Engineer concerned shall have the rights to deduct, from the moneys due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by terms of the contract for non observance of the regulations referred to in clause I above.

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

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

2.4 RULES FOR PROTECTION OF HEALTH & SANITARY ARRANGEMENTS

2.4.1 Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by the Haryana Power Generation Corporation Limited or its Contractors

The Contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work (the Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer – in – charge and on his failure to do so Government 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 Executive 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 Government a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Executive Engineer 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 excepts to be confined or at the rate of Rs. 12/- per day which ever is

greater.

(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 proceeding 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 excepted delivery within 4 weeks proceeding the date on she proceeds on leave.

3. FIRST AID (a) At every work place, there 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 compo under.
(c) Where large work places are remote from regular hospital an indoor ward shall be provided with one 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.

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.

2.4.2 Scales of accommodation in Latrines Urinals

These shall be provided within the precinct 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 Sheds
(a) Where the number of persons does not exceed 50	2
(b) Where the number of persons exceeding 50 but does not exceeds 100	3
(c) For every additional 100	3 per 100

In particulars cases the Executive Engineer shall have the powers to very the scale where necessary.

2.4.3 Latrines and Urinals for women

If women are employed, separate latrines and urinals screamed from these 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.

2.4.4 Latrines and Urinal

Except in work places provided with flush latrines concerned with a water borne sewerages

systems 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 tarried 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.

2.4.5 Disposal of Excreta

Unless otherwise aggranged for by the local sanitary authority arrangements for proper disposal and a 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.

2.4.6 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.

2.4.7 PROVISION OR SHELTER DURING REST:

At every work place at which 50 or more women workers are ordinary employed, these two huts 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 then the following :-

(i) Thatched roofs.

(ii) Mud floors and walls.

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

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

2.4.8 CANTEEN:

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

2.4.9 GENERAL RULES AS TO SCAFFOLDS :

(i) Suitable scaffolds shall be provided for all workmen for all works that cannot be safely done from a ladder or by other means.

(ii) A scaffolds shall not be constructed taken down or substantially altered except.

(iii) Under the supervision of a competent and responsible person, and

(a) As far as possible by competent workers possessing adequate experience in this kind of work.
(b) All scaffolds and appliances connected there with and ladder shall :-

1. be of sound material.

2. be of adequate strength having regard to the load and strains to which they will be subjected and

3. be maintained in proper condition.

4. scaffolds shall not be overloaded and so far as practicable, the load shall be evenly distributed.

5. scaffolds shall be so constructed that no part there of can be displaced in on normal use.

6. Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.

7. scaffolds shall be periodically inspected by the competent person.

8. 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.

9. 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 condition as to reduce as for as practicable.

(c) Be kept free from any unnecessary obstruction.

(d) In case of working platforms gangways place 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 other 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 shall 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.

When persons are employed on a roof where there is a danger of failing from a height exceeding that to be prescribed by national laws of regulations suitable precautions shall be a taken to prevent the fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

1. Soft means of access shall be provided to all working platforms an other working

places.

2. Every place where work is carried on the means approach there to shall be adequately lighted.

3. Every ladder shall be securely fixed of such length as to provide secure hand held and foot at every position at which it is used.

4. Adequate precautions shall be taken to prevent danger from electrical equipment.

5. No material on the site shall be so stacked or placed as to cause danger to any person.

2.4.10 GENERAL RULES AS TO SAFETY EQUIPMENT AND FIRST AID

(1) All necessary personal safety equipment shall be kept and available for use of the persons employed on the site be maintained in condition suitable for immediate use.

(2) The worker shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by these concerned.

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

3.0 Environment

a) The contractor shall take all reasonable steps to protect the environment at and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

b) During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and by laws of the State or Central Government or local authorities and any other law, bye law, regulations that may be passed for notification that may be issued in this respect in future by the State or Central Government or the local authority.

3.1 Salient features of some of the major laws that are applicable are given below:

(i) The water (Prevention and Control of Pollution) Act 1974: This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alternation of physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

(ii) The Air (Prevention and Control of Pollution) Act 1981: This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid, or gaseous substance (including noise) present in the atmosphere in such concentration

as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

(iii) The Environment (Protection) Act 1986: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

(iv) The Public Liability Insurance Act 1991: This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

4. The Apprentices Act, 1961

4.1 The Contractor shall duly comply with the provisions of the Apprentices Act, 1961 (IIIof 1961), the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so, he shall be subject to all liabilities and penalties provided by the said Act and said Rules.

5.0 Amendment

The Haryana Government may, from time to time and to amend any of the Labour or Pollution or other regulations, all amendments in any or all Acts shall also be followed.

6.0 Drawings and Photographs of the Works

6.1 The Contractor shall do photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the Contractor for this.

6.2 The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Employer in writing. No photograph of the works or any part thereof or plant employed thereon, except those permitted under clause 58.1, shall be taken or permitted by the Contractor to be taken by any of his employees without the prior approval of the Employer in writing. No photographs/ Video photography shall be published or otherwise circulated without the approval of the Employer in writing.

7. The various works shall be done in line to line level and grade. The periodical checking of these by the Engineer or Engineer's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the Contractor shall make good the discrepancy at his own cost and without any compensation for the additional work, if any involved. The Engineer shall further have right, if need be, to rectify the discrepancies and recover the cost from the Contractor.

8. All materials, before being incorporated in the work, shall be inspected by the Engineer or his representative and, if necessary, tested before use. Any work, on which such materials are used without approval and written permission of the Engineer, is liable to be considered as defective and not acceptable.

8.1 The day to day and periodical tests, to be carried out on materials, mixes and placed concrete, etc., shall be specified by the Engineer from time to time and the Contractor shall allow all the facilities and cooperation towards collections of samples etc. All labour for collecting samples for tests will be supplied by the Contractor free of cost to the Engineer. Where testing facility is not available in the field lab, the Engineer-in-Charge will get the test conducted from some approved laboratory and testing and transportation charges shall be borne by the Contractor in all such cases.

8.2 An authorized representative of the Contractor shall remain present at the time when the samples are taken and shall authenticate the facts, if so required. If the Contractor's representative fails to be present as aforesaid, the samples or cores, etc. as are taken by the Engineer or his representatives shall be considered to be authentic. The Contractor will however be informed of the details of such samples having been taken.

8.3 The materials, mixes and the cores shall be tested day to day and periodically at the laboratory and the results given thereby shall be considered correct and authentic by the Contractor. The Contractor shall be given access to all operations and tests that may be carried out as aforesaid so that he may satisfy himself regarding the procedure and method adopted. It shall then be the Contractor's responsibility to produce the works, materials and finished item to the standards based on the laboratory design and tests.

8.4 The methods of sampling, testing, procedures and standards shall be laid down by the Engineer from time to time.

8.5 The quality and quantity of material shall be the responsibility of the Contractor, irrespective of the test results being good.

9. Arrangement of water and electric power, etc. required by the Contractor for the work shall be made by him at his own cost. Engineer will, however, recommend to the concerned State Electricity Utilities for providing the connection and power to the Contractor, however, the Engineer will bear no responsibility in this respect.

9.1 Contractor shall not be allowed to start the work till Engineer is satisfied with the proper arrangement of good quality water for execution of work including curing for 28 days. For this, the Contractor shall have to construct water storage tanks of sufficient capacity. No extra payment shall be made on this account. Any delay in execution of work due to non-availability of sufficient water will be responsibility of the Contractor. In case water is used from Government source, the contractor has to pay 0.5% of the cost of the part of such work for which the water is used.

9.2 The Contractor shall not set fire to any standing jungle, trees, 'bush' wood or grass without a written permission from the Engineer.

9.3 When such permission is given and also in all cases when destroying of dug trees, bush wood, grass, etc. by fire the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.

9.4 Any damage caused by the spreading of such fire, whether in or beyond limits of the Engineer's property shall be made good by the Contractor within a period specified by the Engineer or in default the amount of the damage shall be recovered by the Engineer from the Contractor's bill as damages or deducted by any other duly authorized officer from any sums that may be due or become due from the Employer to the Contractor under the Contract or otherwise.

9.5 The Contractor shall bear the expenses of defending any action of law proceedings that may be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage, and cost that may be awarded in consequence.

10. The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the Contractor will be entertained by the Engineer on this account.

11. A site order book shall be kept on the site of the work. As far as possible, all orders, regarding the work are to be entered in this Book. All entries therein shall be signed by the Engineer or his authorized representative and the Contractor or his authorized representative. In important cases, the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with the written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The authorized representative of the Engineer shall submit periodically copies of the remarks in the site order book to the Engineer for record and to the Contractor for submitting compliance report.

12. The Contractor shall confirm to the regulations, safety precautions,bye-laws or any other statutory rules made by any local authority or by the Government and shall protect and indemnify the Engineer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees, etc.

13. The Contractor shall make his own arrangement for supply of all materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer shall be entitled, at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for inspection or examination as may be required.

13.1 The Contractor shall keep an accurate record for use of materials like cement and steel used in the works in a manner prescribed by the Engineer.

13.2 Large stock of cement shall not be kept at the work site but only sufficient quantities shall be kept to ensure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm above the floor level and shall be covered with tarpaulin or any other impervious covering material in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the stores at site.

14. The Contractor shall also construct and equip at his cost a working office with electricity and water arrangement for his site Engineer.

15. The contractor shall also provide instruments for setting up field laboratory at his own cost to site Engineer. No separate payment shall be made for this.

16. The Engineer shall have the right to deduct from the money due to 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 condition of Contract for the benefit of the workers vis-à-vis the Haryana Government, the Contractor shall be primarily liable for all payments to be made under

and for the observance of the rules, regulations and labour law without prejudice to his right to claim indemnity from his sub-Contractor.

17. Third Party Inspection - The Engineer-in-Charge may opt for 3rd party inspection other than department in addition to inspection by department staff, the 3rd party would inspect to ensure execution of work as per specification/ agreement and also quality control i.e. draw of samples, testing and other items etc. The report of the same would be submitted to Engineer-in-Charge by the 3rd party. The agency/ contractor shall be bound by the report of 3rd party inspection and shall take remedial measures for execution of work as per specifications in agreement at their own cost. The cost of 3rd party inspection will be borne by the employer.

18. The Contractor shall confirm to the regulations, safety precautions,bye-laws or any other statutory rules made by any local authority or by the Government and shall protect and indemnify the Engineer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees, etc.

19. The Contractor shall make his own arrangement for supply of all materials including cement and steel. The Contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer shall be entitled, at any time, to inspect or examine all such materials. The Contractor shall provide reasonable assistance for inspection or examination as may be required.

19.1 The Contractor shall keep an accurate record for use of materials like cement and steel used in the works in a manner prescribed by the Engineer.

19.2 Large stock of cement shall not be kept at the work site but only sufficient quantities shall be kept to ensure continuity of the work. The Contractor shall provide and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cm above the floor level and shall be covered with tarpaulin or any other impervious covering material in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement lying in the stores at site.

20. The Engineer may order the Contractor to suspend any work that may be subject to damage by climatic conditions and no claim of the Contractor will be entertained by the Engineer on this account.

21. Cement contents - Actual cement required for the aggregates in concrete to be used shall be determined by laboratory test while designing the concrete mixes. If the cement contents of the design mix of that grade come less than the provision of cement contents provided in the Haryana Scheduled of Rates, (with latest amendments) due to durability conditions, the cement contents as provided in the Haryana Schedule of Rates shall be used and no extra payment on this account shall be made to the contractor. No extra amount over and above the minimum cement content as provided in the Haryana Schedule of Rates shall be paid.

22. **Mandatory Use of "Call Before You Dig (CBuD)" Mobile Application**
It shall be mandatory for the contractor to register and utilize the "Call Before You Dig (CBuD)" Mobile Application for all works involving excavation, trenching, or road cutting. The CBuD platform shall be used to notify all concerned stakeholders, including Public Works Department, Local Bodies, Telecom Operators, and other utility owners, prior to commencement of such

activities, so as to safeguard underground utility assets. The contractor shall ensure compliance with the provisions of the Right of Way (RoW) Rules 2024, notified under the Telecommunication Act 2023, which require prior intimation to telecom asset owners and compensation for any damage caused to underground utility infrastructure. Any non-compliance with this requirement shall be treated as a breach of contract, and the contractor shall be solely responsible for all liabilities, damages, and penalties arising therefrom.

Special conditions of contract as per the requirement of the work.

ADDITIONAL TERMS & CONDITIONS

- **RISK AND COST: -**

In case the contractor fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the contractor. It shall be without prejudice to the right of HPGCL to recover any further amount or any liquidated and/or other damages.

- **PAYMENT TERMS:-**

100% payment, after deducting applicable security deposit and statutory deductions, from the bill shall be made after satisfactory completion of work done.

Payment shall be released by the Sr. Accounts Officer/Accounts Officer, PTPS, HPGCL, Panipat through RTGS/NEFT.

- **PENALITY FOR DELAY:-**

Time is the essence of the contract. The contractor shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ **1%** of the total contract value **per week** or part thereof subject to maximum of **10%** of the contract value.

Note:- Contract value means basic value of the contract exclusive of taxes and duties, if charged separately.

- **DOCUMENTATION: -**

The contractor and the executive in-charge of the work shall ensure the following document before forwarding the final bill of the contractor to the Accounts Wing for pass and payment to avoid delay in payment of the contractor:-

1. Contractor shall submit running/final bill through HEWP portal along with the followings:-
    i. Bill for the work done should be in duplicate. The bills should be on the contractors bill book duly serially numbered and bearing date of issue, contractors EPF Code, ESI Code, GST No., PAN No., A photo copy of the EPF Code, ESI Code, GST No., Labour License, PAN No. shall be attached with the bill for reference and record.
    ii. Self-attested copy of the deposit challan of EPF contribution, ESI contribution labour welfare fund deposited by the contractor for the labour engaged for the work duly validated with dossier of works and their account number in the appropriate prescribed Performa.
    iii. Self-attested copy of the attendance sheet, wages register and evidence of wage payment with wage slip.
2. The bill of the contractor along with the annexure submitted by the contractor at (i) above, should be approved and verified by the officer in-charge for gross value as well as net payable value and accompanied with the certificates / documents mentioned at (iii) and (iv) below.
3. Certificate from the Engineer In-Charge the:-
    i. Work has actually been done as per the contract and to the entire satisfaction of EIC.
    ii. The copy of EPF challan, ESI Challan etc. submitted by contractor pertains to the labour deployed at site and none of workers has been excluded there from.
    iii. The record entry of the work done has been taken in the small measurement book (SMB) at

Page No. ____ dated _____.

iv. No penalty is leviable on the contractor on any account as per the contract if leviable the amount of penalty is _____.

v. Copy of protocol and certificate for stage payment, if required.

4. Certificate from labour welfare officer / factory manager stating that contractor has complied with all labour laws and safety clearance certificate from safety officer. In case of non- availability of labour welfare officer / safety officer from EIC.

Note Documentation attached along with the contractor bill should be referred in the forwarding letter of the executive office forwarded the bill for pass and payment.

- **FORCE MAJEURE: -**

The delay in completion of work may be treated as force majeure to the contractor only if: -

1.

i. The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Governments, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion.

ii. The contractor's request for extension of the delivery period along with all necessary evidence comes, before the expiry of the schedule date(s) of delivery.

- **IDLE LABOUR CHARGES: -**

No idle labour charges will be admissible in the event of any stoppage caused in the work resulting in contractor's labour being rendered idle due to any cause.

- **OVER RUN CHARGES: -**

No overrun charges shall be paid in the event of the completion period being extended for any reasons.

- **WATCH & WARD: -**

The watch and ward of T&P and other material will be the responsibility of the contractor.

- **STATUTORY DEDUCTIONS: -**

Statutory deduction on account of Income Tax etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.

- **FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/ EPF ACT ETC.:-**

Strict adherence of various applicable laws likes the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Labour Welfare Officer, at the time of payment along with corresponding list of workers.

The contractor shall make the payment of wages to its labour/worker in their bank account only. Documentary evidence thereof shall be submitted along with the running bills.

- **INSURANCE OF WORKERS:-**

The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

- **SAFETY RULES: -**

A firm shall have to comply with all the provisions of safety rules. The chief Safety officer may impose

penalty of Rs. 200/- per day per head if the workers of contractor are found to be working carelessly without proper protective equipment's in unsafe conditions. Against violation of any other clause, a penalty of Rs 500/- per violation (minimum) shall be levied.

In case of repeated violation of serious nature resulting in various serious accident or direct loss to the corporation/ threatens to cause severe consequences, higher penalty rates may be imposed including suspension/termination of the contract. If any action is initiated by Chief Inspector of Factories, Chandigarh or any other authority against occupier/factory manager or any other authority of HPGCL in case of any fatal/non-fatal accident or any other violation of factory act, 1948, Pb. Hr. Factory rules, 1952 or any other industrial or labour act, the contractor shall be liable for the same and also to deposit the amount of fine/penalty if any. In case of default action as deem fit shall be initiated against the contractor. This office reserves the right to claim adequate compensation from the contractor on account of any damage caused to the plant & equipment handed over to him for execution of the work, due to careless handling or negligence on the part of the contractor.

- **ARBITRATION**

All matters, questions, disputes, differences and/ or claims arising out of and/ or concerning and/or in connection and/or relating to this contract whether or not obligations of either or both the Parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitrator to be appointed by the mutual consent from the panel of Arbitrators provided by HPGCL. The firm may give consent on anyone from the panel. In case no consensus is arrived at between the parties the aggrieved party can approach the competent court of law for appointment of Sole Arbitrator. The award of Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time and rules made thereunder for the time being in force, shall apply to the Arbitration proceedings under the Clause.

It has been agreed between both the parties that the fee of the Arbitrator shall be governed by Arbitration and Conciliation Act, 1996 as amended.

- **LAWS GOVERNING CONTRACTS: -**

All contracts shall be governed by the laws of India for the time being in force. Irrespective of the place of delivery, place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued. The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

- **SHORT CLOSURE OF THE CONTRACT**

The contract may be short closed at any time during the period of contract by HPGCL without assigning any reason by giving a notice of one month, for which no compensation shall be payable to the contractor.

- **SET OFF**

Any sum of money due and payable to the supplier under the contract (including security-deposit returnable to the supplier) may be appropriated by the HPGCL and set-off against any claim of the Corporation for the payment of a sum of money arising out of under that or any other contract.

- **Undertaking for Compliance of labour laws:-**

"Firm has to certify itself for its eligibility with supporting documents to participate in the NIT stating that it is not under any default towards compliances under any of the labour laws presently, however in case at a later stage such certification found wrong then it will lead to misrepresentation of the facts and the firm shall be treated as blacklisted on this ground and action shall be taken as per regulation 36 & 37 of the HPGCL Works & Purchase Reglations,2015."

1. The penalty shall be levy to contractor for non- timely payment of wages, deposit of EPF, ESI etc.
2. Security only be released after issue of the final labour Law Clearance Certificate by the Labour Welfare Officer as well as submission of latest documents i.e. returns challans by the contractor towards EPF, ESI etc.
3. Salary/wages slips & EPF statements be issued by the contractor on monthly basis for the manpower deployed against respective contracts.

SPECIAL INSTRUCTIONS:-

1.

i.

a. Any emergent job have to be attended without loss of time so, one responsible representative of the contractor should always be available at site to take the instructions and to supervise the work.
b. The contractor shall have to make his own arrangement for the material required for the execution of work.
c. Emergent jobs are to be executed even during the odd hours and nothing extra shall be payable on this account.
d. The provisions made above are without prejudice to the right of the Corporation to take action against the contractor under the conditions of the contractor for not doing the work according to the prescribed specification.
e. If the contractor fails to start/take-up/complete the work & continues the give the poor progress & poor quality of work, HPGCL shall be entitled to get the work done departmentally or from any other agency at the risk & cost of the contractor after serving a notice of 3 days to the contractor without prejudice to other provision of the contract.
f. Accommodation can be provided in PTPS Colony on chargeable basis, on the request of the firm as per rules & regulation of HAC, PTPS, Panipat.
g. Electricity will be supplied free of cost at site of work at one point.
h. Water charges will be retained @ 0.50% on gross value of work (if applicable).
i. The firm will follow the environmental laws as applicable from time to time.
j. All materials to be arrangement by the contractor, no material issued by the department.
k. The contractor shall from time to time remove all rubbish resulting from the execution of his work. Adjacent streets drive ways and other areas shall be kept unobstructed at all times. The resulting rubbish shall be dumped in the areas indicated by the Engineer-in-Charge or removed by the Contractor as per instructions that may be issued by the Engineer-in-Charge. In case contractor does not keep the area clean and if found necessary to get the area cleaned, the Engineer-in-Charge will issue a notice of 48 hours and get the area cleaned by some other agency. The cost of such cleaning shall, however, be borne by the contractor. In case of rubbish accumulating due to deposition by more than one contractor, the share of charges to be borne by the contractor as indicated by the Engineer-in-Charge shall be final.
l. The contractor will be responsible for getting the gate passes of worker issued from competent authority and will surrender these gates passes on completion of work.
m. Proper safety precaution to be adopted as work to be executed in highly sensitive area.
n. Payment will be made on the basis of actual executed work / quantity of material consumed at site.
o. The work is to be carried out as per the scope of work and satisfaction of E.I.C.
p. During the execution of work at site, if any damage to the structure/ equipment takes places, the same will be got rectified / repaired by the contractor free of cost.
q. All PPE’s (lifelines, safety helmet, shoes, goggles & harness etc.) required for the job is to be provided by contractor.
r. The rubbish / debris from the site is to be cleaned after the execution of work.
s. The reject coal will be provided by department.
t. Negotiation of rates of the bidders will be done as per instructions prevailing in HPGCL from time to time.

Contract Data to General Conditions of Contract

Sr. No.	Description		Clause No.
1.	The Employer is Designation: Address:	Chief Engineer/PTPS HPGCL,Panipat PTPS, HPGCL,Panipat	[Cl.1.1]
2.	Name of authorized Representative	Executive Engineer/CMDP-I	[Cl.1.1]
3.	The Engineer is Designation: Address:	Executive Engineer/CMDP-I Executive Engineer/CMDP-I PTPS, HPGCL,Panipat	[Cl.1.1]
4.	The Intended Completion Date for the whole of the Works is **3 Months** after start of work.	**3 Months**	[Cl.1.1, 17&27]
5.	The Site is located	PTPS,Panipat	[Cl.1.1]
6.	The Start Date shall be **10 days** after the date of issue of the Notice to Proceed with the work		[Cl.1.1]
7.	Section completion		[Cl 2.2]
8.	The following documents also form part of the Contract :	As per added Additional terms & conditions of the contract	[Cl.2.3 (11,12)]
9.	Joint Ventures	Allowed	[Cl.3.1,4.4]
10.	Sub Contracting	AS PER CBD	[Cl 7.1]
11.	The Schedule (if any) of Other Contractors is attached	AS PER CBD	[Cl. 8.1]
12.	The Technical Personnel for work and operation of lab are:		[Cl. 9.2]

Sr. No.	Personnel	Qualification	No. of personals
1	Project Manager		-
2	Site Engineer		-
3	Plant Manager		-
4	Quantity Surveyor		-
5	Soil and Material Engineer		-
Total:			**-**

Note:-

In case, the above qualified personnel are not deployed the following deduction shall be made per month from the payment due to the contractor.

Project Manager	=	Rs. 150000/- per month
Site Engineer	=	Rs. 75000/- per month
Plant Manager	=	Rs. 50000/- per month
Quantity Surveyor	=	Rs. 40000/- per month
Soil and Material Engineer	=	Rs. 40000/- per month

The Employer reserves the right to employ any or all the above personal as per requirement given above irrespective of above deductions made from the payments due to the contractor.

11.	Amount and deductible for insurance are:	
(i)	Insurance cover for work is equal to the contract price and the amount of deductable is 1% of the contract price	[Cl. 13.1 (a)]
(ii)	Minimum insurance cover for injury and death is Rs.10.00 lacs 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. The amount of deductable is Rs. 2.00 Lacs of the contract price.	[Cl. 13.1 (b)]
(iii)	Minimum insurance cover for damage to the property of the third party is Rs. 20.00 Lacs. The amount of deductable is Rs. 2.00 Lacs of the contract price.	[Cl. 13.1 (c)]
(iv)	Insurance cover for work is equal to the contract price and the amount of deductable is 1% of the contract price	[Cl. 13.3 (a)]
12.	Site investigation report	[Cl.14.1]
13.	DELETED	[Cl. 25]
14.	a. The period for submission of the programme for approval of Engineer shall be days from the issue of Letter of Acceptance	[Cl.26.1]
	b. The updated programme shall be submitted at interval of days	[Cl. 26.4]
	c. The amount to be withheld for late submission of an updated programme shall be 2% of the initial / revised contract price or the enhanced contract price as applicable.	[Cl. 26.4]

15. The following events shall also be Compensation Events: [Cl. 44.2 l]

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
(vi) River training requiring protection of permanent work
(vii) Presence of historical, archeological or religious structures, monuments interfering with the works.
(viii) Restriction of access to ground imposed by civil, judicial, or military authority.

15 a. The formula for price adjustment of prices are: [Cl. 47.1]

15 (a) (i) Adjustment of price for bitumen:

Price adjustment for increase or decrease in the cost of bitumen shall be paid as follows:

That the rate of bitumen/ emulsion at the refinery on the date of close for financial bidding shall be considered as base rate if during execution of the works, the rate of bitumen/ emulsion increase or decrease at refinery, the difference in cost shall be paid/ recouped from the contractor in the bill, subject to the following conditions:-

(A) The contractor shall submit original bill/ voucher of the refinery while claiming the payment for the work done. The bill/ voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of bitumen / emulsion will be paid if the original bill/ voucher are not submitted by the agency.

(B) No increase in prices of the bitumen / emulsion 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. However, decrease in price of bitumen/emulsion shall be recouped from the contractor even beyond the original time period allowed for construction.

(C) After approval of tender, the contractor shall submit the work programme for execution of work and get it approved from the Engineer-in-Charge in the time limit prescribed in the tender document. The increase in rates of bitumen, emulsion shall only be paid if the bitumen work is carried out within the prescribed period as per approved work programme.

(D) Only actual difference of rates of Bitumen will be payable / deductable to the contractor. No overhead charges and contractor profit etc. are to be added / deleted, no tender premium is to be added / deleted."

(E) The contractor can arrange the bitumen from any of the refinery subject to the condition that the quality of bitumen is as per the requirement of contract and specifications. Regarding payment of price variation of bitumen as per the agreement, that the escalation de-escalation will be paid on the basis of lesser cost implication to Department / Government on consideration of the difference in rates as given below subject to financial regularity and other terms and conditions of agreement :-

(a) Prevailing rates of IOC refineries at Panipat at the time of tender and at the time of purchase of bitumen.

(b) Prevailing rates at the source from which the bitumen is purchased by the contractual agency at the time of tender.

It is further clarified that:-

(a) When recovery is due on account of decrease in rates of bitumen, higher of the difference in rates of IOC Panipat and that of private refinery / Sector, shall be considered.

(b) When escalation is due to increase in rates of bitumen is due to agency, then lesser of the difference in rates of IOC Panipat and that of private refinery / Sector, from whom bitumen was purchased, shall be considered.

15 (a) (ii) Adjustment for Grey Cement (OPC/PPC) and, Steel for reinforcement and structural members (index for MS Long Products) :

Price adjustment for increase or decrease in the cost of Grey Cement (OPC/PPC) and, Steel for reinforcement and structural members (index for MS Long Products) shall be paid as follows:

(A) If after submission of the, the price of Grey Cement (OPC/PPC) or Steel for reinforcement and structural members (index for MS Long Products) incorporated in the works (not being a material supplied form the Engineer-in-Charge's Store) increase (s) beyond the price (s) prevailing at the time of the last stipulated date for financial bid closing 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 submission of the, the price of Grey Cement (OPC/PPC) / or Steel for reinforcement and structural members (index for MS Long Products) incorporated in the works (not being a material supplied form the Engineer-in-Charge's Store) is decreased, Govt. shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Stores) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of Cement (OPC/PPC) 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 (OPC/PPC) and issued under authority of Engineer-in-Chief, Haryana PWD B&R, Chandigarh.

(C) It is further clarified that the decrease in the prices of of Grey Cement (OPC/PPC) / or Steel for reinforcement and structural members (index for MS Long Products) and 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 shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

(D) The increase/ decrease in prices shall be determined by the All India Wholesale Prices Indices for Grey Cement (OPC/PPC) / or Steel for reinforcement and structural members (index for MS Long Products) as published by the Economic Advisor to Government of India, Ministry of Commerce and Industry) and base price for Grey Cement (OPC/PPC) / or Steel for reinforcement and structural members (index for MS Long Products) as mentioned in the Bid Document or if not mentioned then as issued under authority of Engineer-in-Chief, Haryana PWD B&R, Br. Chandigarh as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration.

Adjustment Calculation Formula for Grey Cement

The amount of the contract shall accordingly be adjusted for Cement (OPC/PPC) will be worked out as per the formula given below:-
Adjustment for component of "Grey Cement (OPC/PPC)"

$$Vc = Pc \times Qc \times \frac{CI - C1o}{C1o}$$

Where,

Vc= Variation in Cement (OPC/PPC) cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

Pc= Base price of Cement (OPC/PPC) as mentioned in the Bid Document or if not mentioned then as issued under authority of Engineer-in- Chief, Haryana PWD B&R, Br. Chandigarh valid at the time of the last stipulated of receipt of tender including extension if any.

Qc= Quantity of Cement (OPC/PPC) used in the works since previous bill.

CI0= All India wholesale price index for Cement (OPC/PPC) 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 (OPC/PPC) for period consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce

Adjustment Calculation Formula for Steel for reinforcement and structural members (index for MS Long Products)

$$Vs = Ps \times Qs \times \frac{SI - S1o}{S1o}$$

Vs = Variation in cost of Steel (MS Long Products) i.e. increase or decrease in the amount in rupees in the amount in rupees to be paid or recovered.

Ps = Base price of Steel (MS Long Products), as mentioned in the Bid Document or if not mentioned then as issued under authority of Engineer-in-Chief, Haryana PWD B&R Br., Chandigarh at the time of the last stipulated date of receipt of tender including extensions, if any.

Qs= Quantity of Steel (MS Long Products) paid either by way of secured advance or used in the works since previous bill (Whichever is earlier).

S1o= All India wholesale Price Index for Steel (MS Long Products) 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 receipt of tenders including extensions, if any.

S1= All India Wholesale Price Index for Steel (MS Long Products) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Base rate of Cement (OPC/PPC) and Steel (MS Long Products)
Grey- Cement (OPC/PPC) : Rs. 4940 /- per MT excluding taxes.
Steel (MS Long Products) : Rs. 50000 /- per MT excluding Taxes.
No other increase/decrease in prices is permissible.

15 (a) (iii) Adjustment of POL (fuel and lubricant) component
Price adjustment for increase or decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the followings formula:

Vf = 0.85xPf/100xRx(Fl-Fo)/Fo

Vf =increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.

Fo = The all India wholesale price index for 'Fuel and Power' for the calendar month 28 days preceding the date of opening of bids as published by the Office of Economic Advisor, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion with website www.eaindustry.nic.in

F1 =The all India average wholesale price index for 'Fuel and Power' for the month under consideration as published by Office of Economic Advisor, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion with website as www.eaindustry.nic.in

Pf = 5.
R = Value of work executed during the period.

16. The proportion of payments retained (Retention Money) shall be 6% from each bill subject to a maximum of 5% of final contract price.

[CI.48]

17. (a) Milestones to be achieved during the contract period.

Financial works to be completed	**Period from the start date**	[Cl. 49.1]
Milestone 1 i.e. 20%	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	
(b) Amount of liquidated damages for delay in completion of works	**For whole of work** (1/2000)th of the initial / revised Contract Price, rounded off to the nearest thousand, per day. **For non achievement of milestone**, (1/2000)th of the initial / revised Contract Price, rounded off to the nearest thousand, per day.	
(c) Maximum limit of liquidated damages for completion of work	10 (Ten) per cent of the contract price rounded off to nearest thousand.	

18.	The amounts of the advance payment are:		[CL:50]
	Nature of Advance	**Amount**	**Conditions to be fulfilled**
I	Mobilization	Maximum 5 % of the contract price	An interest bearing mobilization advance upto the extent of 5% of contract value (or such limit as prescribed) may be given to contractors for works costing more than Rs.2.00 crores, against unconditional and irrecoverable bank guarantees to be furnished by the contractor equal to the amount of advances paid from time to time. Interest @Marginal Cost of Funds based Lending (MCLR) of SBI prevalent at the time of tender per annum shall be charged on mobilization advance given to the contractor The recovery of the mobilization advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of mobilization advance alongwith interest within 80 % of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full mobilization advance, including interest thereon. In case, of slow progress of work, the'Engineer' comes to a conclusion that the total amount of mobilization advance with interest cannot be recovered by the time 80% of stipulated time is over, the bank guarantee(s) furnished by the contractor may be encashed. If the tender document so provides, the contractor will have the option to furnish mobilization bank guarantee in parts and on recovering of ¼ , ½, ¾ and full advance, proportional bank guarantees can be released.

II	Secured advance for non-perishable materials brought to site	75% of Invoice value	In case the contractor requires an advance on the non-perishablematerials brought to site, 'Engineer' may, on written request from the contractor, sanction the advance upto an amount 75% or as decided by the 'Engineer' of the value (as assessed by themselves) as stated in the Contract Data of such materials, provided such materialsare to be consumed with in next three months and that a formal agreement is drawn up with the contractors under which Govt. secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or misuse of the material and against the expense entailed for their proper watch and safe custody. If the material is fire prone or can be destroyed fully/partially on storage, it shall be desirable to have it first insured by the contractor. Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought to site. **Any secured advance should be settled / recovered within 3 months of its release.** Note : Such advance will not be given for sand, aggregate, GSB and stone metal etc. The contractor will submit the original bills and e-way bills for the material for which secured advance is being claimed.

III	Machinery Advance	Maximum 5 % of the contract price	For works costing more than Rs.10.00 crores another interest bearing machinery advance to a maximum of 5% of the contract price, depending on merits of the case, can be given against the new key construction equipment brought to the site and to be deployed on the work, if a written request is made by the contractor. The advance shall be paid only upon the contractor furnishing (i) an affidavit that the machinery in question is free of any charge or hypothecation with any bank or financial institution: (ii) unconditional and irrecoverable bank guarantee(s) (iii) satisfactory proof of purchase/payment of the machinery, and (iv) a written undertaking that the equipment so purchased by him is required for use on the work in question, is fully serviceable shall work only on that job and shall not be removed from the site without obtaining written approval of the 'Engineer's .The recovery of machinery advance and the Interest @Marginal Cost of Funds based Lending (MCLR) of SBI prevalent at the time of tender per annum shall be charged. against the machinery advance given to the contractor. The recovery of the machinery advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of machinery advance alongwith interest within 80% of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full machinery advance, including interest thereon.
	The bank guarantee shall be unconditional, requiring the bank to pay the beneficiary the sum specified in the guarantee on the first demand and without demur, and without reference to the party on whose behalf it has been issued, notwithstanding any dispute or disagreement that might have arisen between the employer and the contractor. The f orm of bank guarantee shall be prescribed by the departments. It shall be the duty of the 'Engineer' to obtain independent confirmation about the genuineness of the bank guarantees directly from the bank issuing them. Further, he shall keep them in safe custody and hand them over to his successor when a change of charge takes place. Details of bank guarantees shall be entered into a register which shall be reviewed every month to ensure timely action in respect of renewal of any guarantee, if required, before it expires.		

	(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions)
	Always provided that the advance shall be completely repaid prior to the expiry of the original time for completion pursuant to clauses 17.
	The secured advance shall be repaid from each succeeding monthly payments to the extent material [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.

19. The period for setting up a field laboratory with the prescribed equipment is **28** days from the date of notice to start work [Cl.31.1]

20. **The Defect Liability-cum-Maintenance Period is 365 Days from the date of completion.** **[**Cl. 56]

21. The date by which "as-built" drawings (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [Cl.58.2]

22. The amount to be withheld for failing to supply "as-built" drawings by the date required is **Rs. 0.5% of agreement amount**. [Cl.58.2]

23. The following events shall also be fundamental breach of Contract: [Cl.59.2 (h)]
(i) The Contractor has contravened Clause 7.1 or Clause 9 of Part I General Conditions of Contract
(ii)

24. The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 (Twenty) percent. [Cl.60.1(i)]

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Section 4-A
Detailed Scope of Work

Detailed Scope of Work.

Section 4-B
Technical Specifications

Technical Specifications for Road Works

A. The work shall be carried out as per MoRT&H and PWD Specifications and also with latest applicable IRC codes.

B. Maintenance during construction period

The contractor will maintain the existing road from start of contract to the completion of contract by filling potholes duly covered with bituminous material to keep the road in traffic worthy condition. This is incidental to main work and nothing extra shall be payable on this account.

C. Special Conditions for Bituminous work

(a) **"Bitumen and** Bitumen Grade CRMB, wherever to be used in the work, will be purchased from the refineries only."

(b) An undertaking should be taken from the agency during the payment of every bill that:

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

(c) For controlling the quantity of mixed material the following procedure be adopted:

(i) The contractor shall provide, install, maintain and operate at his own cost in good working condition a weigh bridge of suitable capacity at site of the hot mix plant under the direction of Engineer or his representative.
(ii) Each truck before loading of the mix shall be weighted on the Weigh Bridge and its weight shall be recorded in the measurement book under the signature of authorized representative of the contractor and of the Engineer.
(iii) The truck shall be again weighed on the weight bridge after loading of the mix and its weight recorded as per prescribed performa.

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

i) A slip should be issued by JE at the plant site as per Annexure-II.
ii) The slip book should be in three colors i.e. Pink, Yellow and White.
iii) White slip shall be retained at plant site, Yellow & Pink shall be sent to work site. Yellow slip shall be returned to plant site JE duly signed by JE & SDE of site in-charge and Pink slip shall be retained by JE work site.

iv) A register showing these details will be maintained at site.

The above instructions/ procedures are applicable for procurement of bitumen by department as well as through the contractors. These may also be made part of the contract document henceforth.

Annexure-I

Tanker No.	Refinery Indent No.	Date of indent	Date of receipt	Empty weight of Tanker	Loaded weight of Tanker	Weight of bitumen	Photograph of Tanker	Person in whose presence unloaded.

Annexure-II
SLIP

Sr. No._____ Book No._____
1. Vehicle No. _____ Date & time_____
2. Weight of loaded Tipper_____
3. Weight of empty Tipper_____
4. Weight of Mix Material_____

Signature of JE at Hot Mix Plant. **Signature of SDE at site of work.** **Signature of JE at site of**

(d) The agency to whom the work is allotted will have to produce original vouchers for all quantities in lieu of purchase of bitumen, steel, and cement from the original manufacturer or other authorized dealers/distributors to the entire satisfaction of the Engineer for ascertaining the genuineness of material. Attested copy of voucher will have to be submitted along with bills.

(e) The Job mix formula will be got tested from CRRI New Delhi, NIT Kurukshetra, PEC, Chd., TTI, Chandigarh, Shriram Institute, Delhi, DBSCR Govt. Polytechnic, Sampla (Rohtak) and testing charges will be borne by the agency. Nothing shall be paid on this account.

(f) When the work under one agreement is being executed, the contractor shall not undertake any other work from same hot mix plant without written permission of the Engineer and shall also make separate arrangement of bitumen for that work.

(g) Before carrying out bituminous work, coating & stripping of bitumen aggregate mix is to be performed in accordance with IS-6241.If coating and stripping of bitumen aggregate mix is less than 95%, anti-stripping agent will be used by the contractor. The anti-stripping agent should conform to the requirement as stipulated in IS 14982:2017.The cost so incurred will be considered as incidental to work and nothing extra shall be payable. The type and brand of anti-stripping agent along with procedure shall be approved by SE in-charge in writing before start of work. A proper record of results be maintained and same shall be submitted along with bills by the contractor.

D. ADDITIONAL CONDITIONS

(i) Before laying any construction layer of GSB, sub grade or base course, earth work

on berms, if it is to be done by the agency against this agreement, should be completed in all respect simultaneously. Before taking work of any next layer, earth work on berms should be completed. Payment of any layer will be released only when earth work on berms are completed.

(ii) No compensation for any damages caused to the earthwork by rains, floods or any other natural calamities shall be paid to the contractor. The contractor shall have to make good all such damages at his own cost as per direction of Engineer.

(iii) The final payment of the tenderer will not be paid until and unless he furnishes to the satisfaction of the Engineer, proof that the price of earth used for the work having been fully paid to the owner of the land from which the earth was removed by the contractor from his (owner) land for the work and to indemnify against all the losses, damages, cost of land expenses which the Govt. suffer or incur as a result of such claim.

(iv) In case of embankment with Fly Ash, the contractor shall take special care to keep the surface wet at all times so that the Fly Ash does not get mixed up with the atmosphere thus causing poor visibility besides health hazards. If the contractor does not comply with this provision, the Engineer shall make necessary arrangement after giving appropriate notice to the contractor, for keeping the fly ash surface wet and the contractor shall pay the expenses incurred on demand or otherwise the same shall be recovered by Engineer from bills due to the contractor.

E. GENERAL CONDITIONS

(i) Correction of defects:- The Engineer shall give notice to the contractor of any defects before the end of Defect Liability-cum-Maintenance Period which begins at completion as per definition. The Defect Liability-cum-Maintenance Period shall be extended as long as defects remain to be corrected. Every time notice of a defect is given, the contractor shall correct the notice defect within the length of time specified by the Engineer's notice. If the contractor has not corrected a defect within the time specified in Engineer's notice, the Engineer will asses the cost of having the defect corrected and the contractor will pay the amount.

(ii) The contractor shall have to provide a fields laboratory fully equipped at work site and hot mix plant for conducting all the relevant tests mentioned in the MORT&H specification subject to the approval of the Engineer or his representative. The record of such tests is to be maintained in proper register duly singed 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 in the presence of S.D.E.-in-charge and J.E.-in-charge.

(iii) The quality control test will also be done by the department and the material for such test will be supplied by the contractor free of cost. In case the material is not found upto the requirement, the same will be rejected.

(iv) Various quality control operation will be maintained as per Clause No. 901, 902, 903 of MORT&H (Road Wing) specification (5th revision) of latest edition and as per instructions issued by MORT&H from time to time upto date.

(v) Contractor shall provide suitable measuring arrangement and leveling instruments of latest quality as approved by Engineer at the site of work.

(vi) No extra payment on account of quality control measures shall be paid to the contractor.

(vii) The Engineer at his description can get any type and Nos. of tests carried out from any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The result so obtained from the laboratory would be acceptable/binding to the agency.

(viii) The contractor shall be required to provide all such materials/equipments at site to conduct fields tests and to ensure that the quality of material/item shall be according to the prescribed specification and no payment of any kind for such tests shall be made to him. In case the material/item is not found upto mark, the same will be rejected.

(ix) For cement, bitumen, mild steel and similar other material, the essential tests are to be carried out at the manufactures plant or at laboratories other than the site laboratory. The cost of samples, testing and furnishing of test certificates shall be borne by the contractor. He shall also furnish the test certificates to the Engineer.

(x) Contractor has to submit the bills (Running as well as final bill) for payment alongwith quality control test results conducted as per frequency specified in MORT&H specification. No payment will be made without test results.

(xi) OPC cement duly ISI marked of 43 grade such as JK, Lakshmi, L&T, A.C.C, Shree, Ambuja, Wonder Cement by RK Group and Birla or as approved by Engineer should be arranged by the contractor.

(xii) TMT Steel Fe-500/ 500 D duly ISI marked manufactured by reputed brands such as Rashtriya Ispat Nigam Limited Vizag TMT 500 D/ Tata Iron & Steel Company (TISCON) /Steel Authority of India Limited (SAIL TMT Bar)/JSW(Jindal Panther TMT)/ Electrosteel (V-Xega) 550D TMT Bar/Shyam Steel Industries Ltd. (Shyam TMT ReBars Fe 500D) / Super Shakti Steel (Super Shakti Fe500), AF-Star manufactured by M/s M.S. Aggarwal Foundries Pvt. Ltd., Shri Bajrang Power & Ispat Ltd (Goel TMT Fe-550D), OCL Iron and Steel Company (Govvinda TMT 550SD),Rashmi TMT (Fe550D) etc. shall be arranged by the contractor.

(xiii) Before executing the work of drain, proper drawing depicting L-section and X-section of drain alongwith is proper disposal will be got approved by S.E. in writing. All culverts and bridges will be constructed as per IRC-SP-13 and also approved by the SE-in-Charge.

(xiv) Agency will have to submit to the Engineer, the original bills of cement and steel etc. in token of proof of purchase of material alongwith quality control test certificate of manufacturer failing which no payment shall be released.

(xv) Agency will get the material tested from any approved laboratory as directed and whenever required by Engineer and all liability of testing shall be borne by the agency.

(xvi) The rates are inclusive of cost of traffic management during construction, Contractor shall provide road signages, boards, gunny bags, sheet etc. for safety of traffic during construction period which will be incidental to work. Nothing extra shall be paid on this account.

(xvii) The contractor will supply bills for purchase of RCC Hume Pipes clearly indicating name of manufacturer, date of manufacturing, Lot no. etc. These details must painted on the RCC Hume Pipe. The pipe should be ISI marked. The manufacturer should give proof for validity of ISI license. In case of non supply of bills, no payment will be released.

(xviii) The contractor himself will arrange all the material such as bitumen, cement, steel, bricks etc. at his own cost.

(xix) The riding quality of reach after giving treatment of wearing coat will not have roughness more than 2000mm/km.

(xx) The contractor shall submit the proposal of widening of existing stretch to get the centerline decided before commencement of work from Engineer.

(xxi) For work of embankment, sub grade & pavement, construction of subsequent layer of same or other material over the finished layer shall be done after obtaining written permission from the Engineer. Similar written permission from the Engineer shall be obtained in respect of all other items of work prior to proceeding with the next stage of construction.

(xxii) Before start of the work contractor will get his machinery inspected and approved from the Engineer.

(xxiii) If at any stage, panel of concrete pavement develops cracks/disintegration during Defect Liability-cum-Maintenance Period, the whole panel will be changed by contractor at his own cost and nothing extra shall be paid.

(xxiv) 80% material from scarification shall be credited & used at site in items as mentioned in the BOQ.

(xxv) The pits on account of de-forestation of trees / roots, shall be filled with sand and compacted to the specification by the agency at his own cost in the entire length. No payment shall be made and the cost is incidental to work.

F. Requirements for use of Paver Blocks

There are 2 types of requirements for use of paver blocks:-

(a) Obligatory Requirements:- As per clause 6.2 of IS Code-15658:2006
- (i) Visual Inspection.
- (ii) Dimensions and Tolerances.
- (iii) Thickness of Wearing Layer
- (iv) Water Absorption.
- (v) Compressive Strength.
- (vi) Abrasion Resistance.

(b) Optional Requirements:- As per Clause 6.3 of IS Code-15658:2006
- (i) Tensile Splitting Strength.
- (ii) Flexural Strength / Breaking Load.
- (iii) Freeze-Thaw Durability.
- **(iv)** Colour and Texture.

G. TECHNICAL CONDITIONS

(a) A register in prescribed form showing day to day receipt, consumption and balance of cement at site of work will be maintained at the work/test site by the department, which shall invariably be signed by the contractor or his authorized representative in token of its correctness.

(b) The following basic records, in addition to what might be considered necessary, shall be kept at site and be made available to the inspecting officers.

i. Record of placement of concrete and test cubes shall be maintained in he following form:

Date	Time of Start	Time of Completion	Unit/Member concreted	Bulking of sand if any	Extra sand used to take care of bulking
1	2	3	4	5	6

Water content of coarse aggregate	Water contents of fine aggregate	Extra water added	Total water content	Water cement ratio
7	8	9	10	11
Slump of concrete	Sources of supply of cement and batch No.	Whether the batch of cement tested or not	Identification number of concrete cube taken	7 days cube Strength as specified as per actual test
12	13	14	15	16
25 days cube Strength as specified / as per actual test	Sign of J.E.	Sign of SDE	Sign of Contractor	Remakrs of Engineer-in-Charge.
17	18	19	20	21

ii. Record of test for controlling the quality of concrete such as grading, analysis of Aggregates, silt content of fine aggregates, water content of fine aggregates, water content of coarse aggregate etc.
iii. Record of test results on samples of mild steel. For steel, high tensile steel.
iv. Record of cement tests for different consignment/batches/sources of supply.
v. C.P.M/PERT chart, original and as revised/updated.

H. MATERIALS AND WORKS TEST REGISTER.

Register on prescribed proforma showing test results of materials and work tests will be maintained at the site of work by the department and every entry thereof, shall invariably be signed by the contractor or his authorized representatives in token of its correctness.

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Section 6

Bill of Quantities
Preamble

1) The Bill of quantities shall be read in conjunction with the instructions to Bidders, 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 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, all taxes (but excluding GST) 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) A rate or price shall be entered against each item in the Bill of Quantities, whether the quantities are stated or not. 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) Errors will be corrected by the Employer for any arithmetic errors pursuant to clause of the Instructions to Bidders.

9) Any items of work not provided in the contract schedule of rates if required to be executed will be paid as per Haryana PWD schedule of rates 2021 plus ceiling premium as applicable in DNIT subject to the premium tendered by the contractor. In case of non schedule item, these will be paid by the ‘Engineer’ based on market rates of that time after getting approval from the competent authority and will be binding upon the contractor.

10) The work will be carried out strictly in accordance with the PWD book of specification 1990 edition, CPWD Specifications and MoRT&H Specifications as applicable and that will form part and parcel of this contract agreement.

11) The 'Engineer' shall be entitled to order work against any item or work shown in this contract schedule of rates hereinafter called the "Schedule" to any extent and without any limitation whatsoever as may be required in his opinion for the purpose of work irrespective of the fact the quantities are omitted altogether in the "Schedule" or shown more or less than the work ordered to be carried out.

12) In this contract schedule of rates only essential portion of items has been written, but it will deem to cover the entire items as fully described in Haryana PWD schedule rates 2021 till the date of opening of tender and will be applicable on this contract schedule of rates.

13) All the items in this contract schedule of rates 2021 subject to the foot notes given in the Haryana PWD schedule of rates 2021 till the date of opening of tender and will be applicable on this contract schedule of rates.

14) Quantities given in the BOQ may vary at the time of execution of works done at site by the contractor.

15) Unless otherwise specified all material, machinery and labour input are to be arrange by the contractor.

16) All amendments issued to the Haryana PWD schedule of rates will be applicable on the contract schedule of rates.

17) As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.

18) No claim will be entertained from the contractor in case of any mistake in description, rate or unit occurred on account of typing or comparison or over sight. If there is any mistake, the same shall be rectifiable by the 'Engineer' at any stage as per Haryana PWD schedule of rates 2021 and all the amendments received from time to time.

19) The premium should be quoted above or below for HSR items and individual rates for NS Items. No conditional offer should be made. In case any conditions is tendered, this will be considered as null and void and only the premium or discount quoted by the tender shall be accepted. In case any tender refused to accept the above afterwards, his earnest money will be forfeited or the action as per conditions of Bid Security Declaration Form shall be taken.

20) Tender premium will not be allowed on new N.S. items.

21) Rate quoted by the contractor for each N.S. item shall be for complete job including all taxes (but excluding GST) , carriage etc. Nothing extra on any account shall be paid.

22) The payment will be made according to the actual work done by the contractor.

BILL OF QUANTITIES

Name of work:-Repair of peripheral road by using reject coal at PTPS ,Panipat

HSR ITEMS:

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate to be quoted by the contractor/ society	
				In figures	In words
1.	[17.23.1]Water Bound Macadam Grading - II 1. Water Bound Macadam (63mm to 45 mm) Grading I with screening Type "A" (13.2 mm aggregates) Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with 3 wheeled steel/ vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting to the required density complete as per technical clause 404 of MORT&H specifications [Labour Rates]	5100.00	cum		
2.	[17.23.1]Water Bound Macadam Grading - II 1. Water Bound Macadam (63mm to 45 mm) Grading I with screening Type "A" (13.2 mm aggregates) Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with 3 wheeled steel/ vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening/ binding Materials to fill up the interstices of coarse aggregate, watering and compacting to the required density complete as per technical clause 404 of MORT&H specifications [Machinery Rate]	5100.00	cum		
3.	[3.1.1]By Mechanical Transport including loading, unloading and stacking 1. Lime, moorum, building rubbish [5km]	5916.00	cum		
4.	[4.1]Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared. [Through Rate]	6400.00	Sqm		

Total Bid Price (in figures) ----------

(in words) ----------

Signature_____

Notes:-

1. The item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed to be covered by the other rates and prices in the Bill of Quantities (Refer: ITB Clause 13.2).

2. Unit rates and prices shall be quoted by the bidder in Indian rupees excluding GST [ITB Clause 14.1].

Section 7

Standard Forms

Letter of Acceptance

and

Other Forms

Standard Forms

(A) Letter of Acceptance

LETTER OF ACCEPTANCE

(Letterhead paper of the Employer)

No._____
Dated_____

To

_____ (Name and address of the Contractor)
_____
_____

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number as given in the contract data) for the contract Price of Rupees _____ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders1 is hereby accepted.

You are hereby requested to furnish Performance Security, (and additional security for unbalanced bids in terms of ITB Clause 29.3) *[where applicable]* in the form detailed in Clause 34.1 of ITB for an amount equivalent to Rs. _____ within 15 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of **Defect Liability-cum-Maintenance Period** i.e. up to _____ and sign the contract, failing which action as stated in Clause 34.3 of ITB will be taken.

Yours faithfully,

Authorized Signature
Name and title of Signatory
Name of Employer
for and on behalf of Governor of Haryana

(B) Issue of Notice to Proceed with the Work

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

No. _____ Dated _____

To

_____ (Name and address of the Contractor)

_____

_____

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security as stipulated in ITB Clause 34 and signing of the Contract for the work of _____

_____ at a bid price of Rs. _____.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory,
authorized to sign on behalf of Employer)

(C) Standard Form of Agreement

STANDARD FORM: AGREEMENT

This Agreement, made the _____day of _____20_____,
between_____

_____ [name and address of Employer]

(hereinafter called "the Employer") of the one part, 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 Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions 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 remedying the defects within the 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 read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to Proceed with the works;
iii) Contractor's Bid;
iv) Contract Data;
v) Special Conditions of Contract and General Conditions of Contract;
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof, the parties thereto have caused this Agreement to be executed 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 _____

(D) Form of Unconditional Bank Guarantee from Contractor for Performance Bank Guarantee

(BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that
We_____
[name of Bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____[name of Employer] (hereinafter called "the Employer") in the sum of _____ * for which payment well and truly be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the common seal of the said Bank this _____ day of _____, 20

THE CONDITIONS of this obligation are;

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the from of tender.

OR

(2) If the Bidder having been notified to the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or

We undertake to pay to the employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids or as such deadline as is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____
SIGNATURE_____

WITNESS_____ SEAL
_____

[Signature, name and address]

* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.

** 45 days after the end of the validity period of the Bid. Date should be inserted by the employer before the Bidding documents are issued.

Earnest Money Declaration Form

(in case of bidder is registered as contractor with Haryana Government on Haryana Engineering Works Portal)

(refer Clause 16.2 of Section 1)

1. I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, (name of the Bidder), shall not be withdrawn or modified during the period of validity i.e. not less than 120 (one hundred twenty) days from the bid due date.

2. I, on behalf of the bidder, (Name of Bidder), also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 34.1 of the tender document, then (Name of Bidder) will be debarred for participation in the tendering process in any of the Department/Boards/Corporations etc. of the Government of Haryana for a period of Two year from the bid due date of this work

(Signature of the Authorized Signatory)
(Official Seal)

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]
_____

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 there under 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 45 days from the expiry of the **Defect Liability-cum-Maintenance 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.

(E) Format for Equipment/Machinery Lease Agreement

EQUIPMENT/MACHINERY LEASE AGREEMENT

The Lease Agreement (the "agreement") is made and entered on dated_____, by and between ("Lessor) and (" Lessee") (collectively referred to as the parties).

The parties agree as follows:-

1. Lessor hereby leases to Lessee the following machinery and equipment:
   _____
   _____
   _____

2. LEASE TERM: The Lessee will start on dated _____ (begin date) and will end on dated _____ (end date).

3. LEASE PAYMENT: Lessee agrees to pay lessor as rent for the equipment/ machinery the amount of Rs._____ ("RENT") each month in advance on the first day of each month at_____(Address for rent payment) or at any other address designated by Lessor. s

4. LATE PAYMENT: If any amount under this agreement is more than _____ days late, lessee agree to pay a late fees of Rs. _____ per day.

5. SECURITY DEPOSIT: Prior to taking possession of the Equipment/ machinery, Lessee shall deposit with Lessor in trust, a security deposit of Rs. _____ as security for the performance by Lessee of the terms under this agreement and for any damages caused by Lessee or Lessee's agents to the equipment/ machinery during the lease term. Lessor may use part or all of security deposit to repair any damage to Equipment/ machinery caused by Lessee or Lessee's agents. However, lessor is not just limited to security deposit amount and lessee remains liable for any balance. Lessee shall not use or apply any such security at any time in lieu of payment of rent. If lessee breaches any terms or conditions of this Agreement, Lessee shall forfeit any deposit, as permitted by law.

6. DELIVERY: Lessee shall not be responsible for all expenses and costs i) at the beginning of the Lease Term, of transporting the equipment/ machinery Lessee's premises and ii) at the end of the Lease Term, of transporting the equipment/ machinery back to Lessor's premises.s

7. POSSESSION AND SURRENDER OF EQUIPMENT/ MACHINERY: Lessee shall be entitled to possession of the equipment/ machinery on the first day of Lease Term. At the expiration of the lease term, Lessee shall surrender the equipment/ machinery to Lessor by delivering the equipment/ machinery to Lessor or Lessor agents in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the agreement.

8. USE OF EQUIPMENT/ MACHINERY: Lessee shall only use the equipment/ machinery in a careful and proper manner and will comply with all laws, rules, ordinances, statues and orders regarding the use, maintenance of storage of the equipment/ machinery.

9. CONDITIONS OF EQUIPMENT/ MACHINERY AND REPAIR: Lessee or Lessee's agent has inspected the equipment/ machinery and acknowledges that the equipment/ machinery is in good and acceptable condition.

10. MAINTENANCE, DAMAGE AND LOSS:- Lessee will, at Lessee's sole expense, keep and maintain the equipment/ machinery clean and in good working order and repair during the Lessee Term. In the event the equipment/ machinery is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of equipment/ machinery, in addition, the obligations of this Agreement shall continue in full force and effect through the Lease term.

11. INSURANCE: Lessee shall be responsible to maintain insurance on the equipment/ machinery with losses payable to Lessor against fire, theft, collision and other such risks as are appropriate and specified by Lessor, upon request by Lessor, Lessee shall provide proof of such insurance.

12. OWNERSHIP: The equipment/ machinery is and shall remain the exclusive property of Lessor.

13. BINDING EFFECT: The covenants and conditions contained in the Agreements shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14. GOVERNING LAW: This agreement shall be governed and constructed in accordance with the Laws of State of Haryana.

15. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by courier or speed post to Lessor/ Lessee.

Address of the Lessor	Address of the Lessee

Either party may change such address from time to time by providing notice as set for the above.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

LESSOR

_____

_____

LESSEE

_____

_____

(F) Format For Joint Venture Memorandum of Understanding/Agreement (wherever applicable)

FORMAT FOR JOINT VENTURE MEMORANDUM OF UNDERSTANDING/AGREEMENT

THIS JOINT VENTURE MEMORANDUM OF UNDERSTANDING (MOU)/AGREEMENT EXECUTED AT …… ON THIS …….. DAY OF …….. 2021 BETWEEN M/s ……. Registered office at_____ _____ as the first party and M/s _____ _____ Registered office at _____ _____ as the Second party _____ as thirty party. (The expression and words of the first and second and third party shall mean and include their heirs successors, assigns, nominees execution, administrators and legal representatives respectively.)

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying on Engineering and/or contract works, in connection with _____ and other works mentioned in Tender Notice No. _____ Dated _____ of PWD B&R Department or any other work or works, as mutually decided between the parties to this Joint Venture.

WHEREAS all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS MoU/AGREEMENT WITNESSTH AS UNDER:

1. That in and under this Joint Venture agreement the work will be done jointly by the First Party and Second Party in the name and style of M/s _____ _____M/s _____ and M/s._____).

2. This all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with terms and conditions of the contract.

3. That the role of each constituent of the said Joint Venture in details shall be as under:-

The first party shall be responsible for _____

The second party shall be responsible for _____

The third party shall be responsible for _____

4. The share of profit and loss of each constituent of the said Joint venture shall be as under:-

5. That all the parties of this Joint Venture shall depute their experienced staff as committed commensuration with their role and responsibility and as required for the successful completion of the works in close consultation with each other.

6. That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.

7. That all the Bank guarantee shall be furnished jointly by the parties in the name of Joint Venture.

8. That the party number _____ to this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to coordinate with the Department to receive payments and also to make all correspondence on behalf of this Consortium/Joint Venture.

9. That all the above noted parties i.e. _____ not to make any change in the agreement without prior written consent of the competent authority of the department.

NOW THE PARTIES HAVE JOINED HANDS TO FORM THIS JOINT VENTURE ON THIS _____DAY OF _____ TWO THOUSAND WITH REFERENCE TO AND IN CONFIRMATION OF THEIR DISCUSSIONS AND UNDERSTANDING BROUGHT ON RECORD ON _____.

IN WITNESS THEREOF ALL/BOTH THE ABOVE NAMED PARTIES HAVE SET THEIR RESPECTIVE HANDS
ON THIS JOINT VENTURE AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS;

WITNESSES:

1. FIRST PARTY
2. SECOND PARTY

(G) Bank Guarantee for Advance Payment

BANK GUARANTEE FOR ADVANCE PAYMENT

To

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

Gentlemen :

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of Guarantee]* _____ [in words].

We, the _____ [bank of financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding _____ [amount of guarantee]* _____ [in words].

We further agree that no change or addition to or other modification of terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] 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 remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.

Yours truly,

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

* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

(H) Indenture For Secured Advances

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 doth hereby acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby covenant and agree with the President 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 of 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 be 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 any account be removed from the site of the said works except with the written permission of the 'Engineer' or an officer authorized by him on that 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 than 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 of 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 of 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 with- out 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 there with 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 there of 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 prevails 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.

(I) Integrity Pact Format

INTEGRITY PACT FORMAT

Not applicable

(J) Undertaking

UNDERTAKING

Description of the Works :
_____
_____
_____

To :

Address :

1. With full understanding that Part II of our bid (Financial bid) will be opened only if I/We qualify on the basis of evaluation in Part I of the Bid (Technical bid), I/We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for an amount quoted in the Financial Bid.

2. I/We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

3. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

4. I/We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

5. I/We understand that you are not bound to accept the lowest or any tender you may receive.

Signature of Authorised Signatory .....
Name and Title of Signatory.....
Name of Bidder .....
Authorised Address of Communication.....
Telephone Nos (Office) ……
Mobile No. ……
Facsimile (Fax) No. …….
Electronic Mail Identification (Email ID) ……
Place: ……
Date: ……

(K) AFFIDAVIT

FORMAT FOR THE AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/Sub-Judge/ Notary Public)

Name of work _____

I, ……..… (name of the authorised representative of the bidder) son/daughter of …….…… resident of

……. (full address), aforesaid solemnly affirm and state as under:

1. I, undersigned, do hereby certify that all the information furnished and statement's made in response to this notice inviting bid are true and correct and nothing has been concealed.

2. I, undersigned or our firm M/s _____ have never been blacklisted or debarred by any State Govt. /Central Government/Autonomous Body/Authority in Law.

3. I, undersigned or our firm M/s _____ have never been declared bankrupt/ insolvent as on date.

4. The undersigned hereby authorize(s) and request(s) any bank, person, firm PSU/ Authority or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding may (our) competence and general reputation.

5. 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.

6. I, the undersigned do hereby undertake that our firm M/s _____would invest a minimum cash upto 25% of the value of the work during implementation of the Contract.

7. I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 120 days from the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

8. I, the undersigned do hereby undertake that our firm M/s _____ agree to deploy on this work the machinery, equipment and technical personnels as mentioned in the bid document.

9. *I hereby certify that I have been authorised by …… …….. ……..…… (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent
Signed by an
Authorized
Officer of the firm
(Deponent)

Place: ……..
Date: ……

* not applicable if the bidder is an individual and is signing the bid on his own behalf.