



HARYANA STATE ROADS & BRIDGES DEVELOPMENT
CORPORATION LIMITED

(A Government of Haryana Undertaking)

INVITATION OF PROPOSALS

FOR

**DNIT for Annual repair of office building HSRDC, Sector 2,
Bays No 13-14, Panchkula.**

**HARYANA STATE ROADS & BRIDGES DEVELOPMENT
CORPORATION LIMITED**

**Bays No. 13-14, Sector 2, Panchkula, Haryana.
Ph: 0172-2585265, Email Id: edhsrdc@gmail.com.**

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DETAIL NOTICE INVITING TENDER

The Haryana State Roads and Bridge Development Corporation invites on line bids from eligible bidders on the website: <https://haryanaeprocurement.gov.in> for the works as detailed in the table. e-Tender is invited for purchase of below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr No.	Name of Department	Name of work/Notice/Tender	Amount (Approx)	Time Limit	Bid Security	Cost of Tender	E- Service Fees
1.	HSRDC, Panchkula	Annual repair of office building HSRDC, Sector 2, Bay 13-14 Panchkula	Rs. 2.00 Lacs	4 months.	Contractor Rs. 4000/- Society Rs 2000/-	Rs.500/-	Rs. 1000/-

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.

- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/She will be required to make online payment of (Mention EMD Amount) towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit

his / her bids for the respective event / Tenders.

2. **The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. on or before (Mention Date & Time);** and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.
3. The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway.
4. The contractual Agencies can submit their tender documents as per the dates mentioned in the key dates schedule.

KEY DATES SCHEDULE

Sr. No.	HSRDC Stage	Contractor Stage	Start date and time	Expiry Date and Time
1.	Release of tender	--	06/12/2018 at 17:00 Hrs.	12/12/2018 at 17:00 Hrs.
2.		Tender Document Download and Bid Preparation and hash submission	06/12/2018 at 17:00 Hrs.	12/12/2018 at 17:00 Hrs.
3	Technical Opening	--	13/12/2018 (09:00 hrs.) to 13/12/2018 (17:00 Hrs.)	
5	Opening of Financial Bid	--	13/12/2018 (09:00 hrs.) to 13/12/2018 (17:00 Hrs.)	

Important Note:

- 1) The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.

- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

Envelope 2: Commercial Bid/ Financial bid

The bidders shall quote the prices in price bid format under Commercial Bid.

In case Financial bid is submitted but Bid Security has not been submitted by any bidder, then bidder would be debarred from further tendering in HSRDC / Haryana PWD (B&R) for a period of minimum 3 year.

Adjustment of tender document fees of the Contractors / Agencies:

1. "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".

CONDITONS:-

- 1) DNIT & Prequalification criteria can be seen on website and also on any working day during office hours in office of the undersigned.
- 2) Conditional tenders will not be entertained & are liable to be rejected.
- 3) In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.

- 4) The undersigned reserve the right to reject any tender or all the tenders without assigning any reason.
- 5) The societies shall produce an attested copy of the resolution of the Co-Operative department for the issuance of tenders.
- 6) The tender without earnest money/Bid Security will not be opened.
- 7) The jurisdiction of court will be at Panchkula.
- 8) The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected without assigning any reason and no claim whatsoever on this account will be considered.
- 9) 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 tender / bid'. If any bidder/ renderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited. Bids would require to be valid for 120 days from the date of bid closing i.e. from last date of submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
- 10) The Bid Security of unsuccessful bidders will be returned to the concerned bidder online.

DEPUTY GENERAL MANAGER-III
HSRDC, PANCHKULA

Instructions to bidder on Electronic Tendering System

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

1.Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in> Please visit the website for more details.

2 .Obtaining a Digital Certificate:

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.

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://haryanaeprocurement.gov.in>.

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.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

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).

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.

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.

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.

3 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

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 eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

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.

7 Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT. 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-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope: 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 PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS:-

In case of any query regarding process of etenders 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 Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-**chandigarh@nextenders.com** for on-time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

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 e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

Schedule for Training

Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11: 30 am upto 3:00 pm) of each month at following addresses:		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, Faridabad Contact no. 8743042801 / 9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, Hisar Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadan (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, Chandigarh - 160020 For Support- 1800-180-2097, 0172-2582008-2009

For Support Call – 1800-180-2097

Haryana eProcurement Help Desk Office will remain closed on Saturday (except 4th 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 <https://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

Guideline for Online Payments in e-tendering

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

A. Debit Card

B. Net Banking

C. RTGS/NEFT

Operative Procedures for Bidder Payments

Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:

Beneficiary account no: (unique alphanumeric code for e-tendering)

Beneficiary IFSC Code:

Amount:

Beneficiary bank branch:

Beneficiary name:

iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.

v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.

vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

Sr no.	Scenario	Do's / Don't's
1	In the event of making Payment through NEFT/RTGS	<p>Do's</p> <ul style="list-style-type: none"> It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan which are: <ol style="list-style-type: none"> Beneficiary account no: <client code> + <random number> Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders) Amount: As mentioned on the challan. It is specific for every tender/transaction Beneficiary bank branch: ICICI Bank Ltd, CMS

5) Beneficiary name: As per the challan

- For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD
- It is advised that all the bidders make payment via RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parities are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender.
- Bidder has to make only single payment against a challan as per the amount mentioned on the challan.
- Bidder must do the payment before tender validity gets expired

Don't's

- Bidder should not enter erroneous details while filling the NEFT / RTGS form at their bank. The following possibilities may arise:
 - 1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account
 - 2) Incorrect Beneficiary account number mentioned(<client code> + <random number>):-
 - a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.
 - 3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is

incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account.

In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.

- Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.
- Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.
- Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder

Stereo B & R No. 28

Name of Agency

Name of Work *DNIT for Annual Repair for office Building of HSRDE, Bay No 13-14 Sector-2 Panchkula.*

PUBLIC WORKS DEPARTMENT *HSRDE*

District *Panchkula*

Division

Deputy Superdnt

FORM F-1

Accountant

Item
**PERCENTAGE RATE TENDER
AND
CONTRACT FOR WORKS**

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a Form of Invitation to tender pasted on a board hung up in the office of and signed by the ~~Executive Engineer~~ *DGM-II*

This Form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work as also the amount of earnest money to be deposited with tender, and the amount of the security deposit to be deposited by the successful tender and the percentage if any to be deducted from this. Copies of the specifications designs and drawings, Haryana P.W.D. Schedule rates 1988 and any other document required in connection with the work signed for the purpose of identification by the ~~Executive Engineer~~ *DGM-II HSRDE* shall also be open for inspection by the contractors at the office of the ~~Executive Engineer~~ *DGM-II HSRDE* during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or in the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.

3. Any person who submits a tender shall fill in the usual printed form stating at how much percent above or below the rates specified in rule 1, he is willing to undertake the work. Only one rate of percentage more or less, on the Haryana P.W.D. Schedule rates 1988 shall be named. Tender which proposes any alteration in the work specified in the said Form of invitation to tender or in time allowed for carrying out the work which contain any other condition of any sort shall be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tender shall have the name and number of the work, to which they refer, written outside the envelope.

For & on behalf of Governor of the Haryanas

Contractor

Witness

[Signature]
Executive Engineer *DGM-II*

4. The ^{DGM-III} Executive Engineer or his duly authorised assistant will open tender in the presence of any intending contractors or their authorised representatives or Agents who may be present at the time, and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded there with shall thereupon be given to the contractor who shall there upon for the purpose of identification sign. Copies of the specifications and other documents mentioned in rule 1 in the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to tenderer concerned.

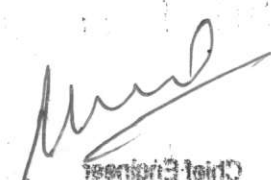
5. The ^{DGM-III} Executive Engineer shall have the right of rejecting all or any of the tenders.

6. The Department may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners or one of the partners, or some other person produces written authority enabling him to give effectual receipt, on behalf of the firm.

7. The receipt issued by an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of such payment to the ^{DGM-III} Executive Engineer unless the same is signed by the concerned ^{DGM} Executive Engineer.

8. The memorandum of work tendered for and the memorandum of materials ^{to be supplied by} Public Works ^{HSRDC} Department and their issue rates shall be filled in and completed in the Office of the Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in & completed he shall request the office to have this done before the completes and delivers his tender.

Witness


Executive Engineer
DGM-III

TENDER FOR WORKS

1. I/We hereby tender for the execution for the Governor of Haryana here-in-after referred to as Government of the work specified in the underwritten memorandum within the time specified in such memorandum at percent above or below the rates entered in the estimate Hr P.W.D. schedule of rates 988 mentioned in rule and in accordance in all respects with the specifications drawings and instructions in writing referred to in Rule I here of and in clause II of the annexed conditions are and with such materials as are provided for by such in all other respects in accordance with such conditions so far as applicable.

In Figures as well as in words

MEMORANDUM

(a) General description

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

(b) Estimated cost *Two Lacs Only* Rs. *2,00,000*

(b) This deposit will vary from 1% to 10% of the estimated cost of the work according to the requirements of the case.

(c) Earnest money *Contractor* Rs. *4000/-*

(d) Security deposit (including earnest money) *Society* Rs. *2000/-*

(e) Percentage if any, to be Rs. (Rupees, ten percent) deducted from bills,

(c) This percentage where no security deposit is taken will vary from 5% to 10% the requirements of the case where security deposit is taken see note to Clause 1 of conditions of contract.

(f) Time allowed for the work next after fifteen days from the date of written order to commence months.

2. Should this tender be accepted I/We hereby agree to abide by and fulfill all terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default the of to forfeit and pay to the Government or its successors in the sums of money mentioned in the said conditions.

3. The sum of Rs. Deposited vide Government Receipt number dated as earnest money the full value of which to be solutely forfeited to the Government or its successors in office without prejudice to y other rights or remedies including action under clause 2 and 3 of the conditions of tract annexed hereto of the said Government or its successors in office if I/We fail commence the work specified in the above memorandum otherwise the said sum Rs. shall be retained by Government on account of the security osit specified in clause I (B) of the said conditions of contract.

Give particulars and numbers.

ted, the day of 19.....

Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of the Governor of yana.

ted, the day of 19.....

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

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

Signature of contractor before submission of tender.

Signature of witness of contractors signature.

Signature of the officer by whom accepted.

Contractor

Witness

Executive Engineer

DGM-III

DGM-III
Executive Engineer
HSRDC, Panipat
Division

CONDITIONS OF CONTRACT

Security deposit

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

Clause 1 - The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 10% of all moneys so payable. Such deductions to be held by govt. by way of security deposit. All compensation or other sums of money payable by the contractor to Government under the terms of his contract may be deducted from the security deposit account or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit.

Compensation for delay

Clause 2 - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date next after fifteen days on which offer to commence the work is given to the contractor. The work shall throughout the stipulated period of the contract be proceed with all due diligence (time being deemed to be the essence of contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer-in-charge may levy on the amount of the estimated cost to the whole work as shown in the tender for every day the work remains uncommenced or unfinished after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed and one half of the work before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the Executive Engineer-in-charge may levy on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The Superintending Engineer may on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

Action when whole of Security deposit is forfeited.

Clause 3 - In any case in which under any clause or clauses of this contract the contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments. The Executive Engineer on behalf of the Government shall have power to adopt any of following course as he may deem best suited to the interest of Government.

(a) To rescind the contract of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by the Public Works Department and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of such cost and price, a certificate of Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done. In all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure the work of the contractor, and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which

Contractor

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case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work had been executed by him (of the amount of such excess, the certificate in writing of the Executive Engineer shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit.

In the event of any of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advances on account of or with a view to the execution of the work for the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause 4. In any case in which any of the powers conferred upon the Executive Engineer by clause 3 hereof shall have become exerciseable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such power shall not withstanding be exerciseable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensations shall remain unaffected. In the event of the Executive Engineer exercising either of the powers (a) or (c) vested in him under the proceeding clause he may, if he so desires, take possession of all or any tools, plants materials and stores in or upon the works, or the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorised agent require him to remove such tools and plant material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause 5. If the contractor shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to the Executive Engineer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Superintending Engineer/Executive Engineer shall, if in his opinion (which shall be final on reasonable grounds be shown therefore, authorise such extension of time, if any, as may in his opinion be necessary or proper.

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

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

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

Extension of times.

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

District rates mean the Haryana P.W.D. buildings & Roads Branch, rates for that District

Contractor

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Executive Engineer
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Final Certificate.

HSRDC
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Clause 6- Without prejudice to the right of Government under any clause thereafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, walls or floors or other parts of any building in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor shall fall to comply requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning of dirt of on or before the date fixed for the completion of the work the Engineer - in - charge may at the expense of the contractor remove such scaffolding surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt aforesaid and the contractor shall forth pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials aforesaid except for any sum actually realised by the sale thereof.

Payment on interme-
diate certificate to be
regarded as
advances.

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

Bill to be submitted
monthly

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

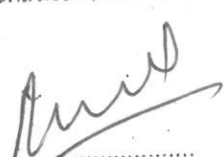
Bills to be on printed
forms

Clause 9- The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the charges in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Clause 10- If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain store to be provided by Engineer-in-charge (such materials and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so

Contractor

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mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning or effect of this control, specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise, against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer-in charge, and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the Engineer-in charge's store. If by a notice in writing under his hand he shall so require but the contractor shall not be entitled to return any such materials unless with consent, and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage or damage to any such materials.

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

Clause 11A- The Engineer-in-charge shall have full powers, at all times to object to the employment of any workman, foreman, or other employee on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the work the contractor shall comply with the request forthwith.

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

The contractor shall not be entitled to demand the reason from the Engineer-in-charge, for requiring the removal of any such workman, foreman or other employees.

Clause 12- The Engineer-in charge shall have power to make any alteration in omission from addition to or substitutions for the original specifications, drawing, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in charge and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district subject to the same percentage above or below as included in the contract and if such class of work is not entered in the schedule of rates of the district then the contractor shall within seven days of the date of the receipt of the order to carry

Works to be Executed in accordance with specification drawings orders etc.

Removal of employed workman and foreman.

Alteration in specification and designs.

Do not invalidate contracts,

Extension of time in consequence of alterations.

Contractor

Witness

Executive Engineer
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out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor's shall commence work or incur any expenditure in regard there to before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of Superintending Engineer of the circle shall be final.

Action & compensation payable in case of bad work.

Clause 13- If at any time after the commencement of the work the Government shall for any reason whatsoever not require the whole work there of as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to have any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, that which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason or any alterations having been made in the original specification drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

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

Clause 14 - If it shall appear to the Engineer-in-charge or his subordinate in-charge of the work that any work has been executed with unsounded, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials of articles complained of not with standing that the same may have been inadvertently passed certified and paid for forth with rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimated cost of the work covered by this contract for everyday not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may certify or remove and reexecute the work or remove and replace with other the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Works to be open to inspection.

Contractor or responsible agent to be present.

Clause 15- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times, during the usual working hours and at all others times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Notice to be given before works covered up.

Clause 16- The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge, of the work before covering up or otherwise placing beyond the reach of the measurement any work order that the same may be measured and correct dimensions thereof be taken before the same is so covered up placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement and work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work if any work shall be covered up or placed beyond

Contractor

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the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses or in default thereof no payment or allowances shall be made for such work the materials with which the same was executed.

Clause 17- If the contractor or work people or his servants shall break, deface, injure or destroy any part of building in which they may be working to any building road fence, enclosure of grass and are cultivated ground continues to premises on which the work, or any part of it is being executed or if any damage shall happen to the work while in progress from any cause what ever any imperfections become apparent in it within twelve months after a certificate final or other of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workman and deduct the expense of which the certificate of the Engineer-in-charge shall be final from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

Clause 18- The contractor shall supply at his own cost all material (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the Specification or other documents forming part of the contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assigning in the measurement of examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-in-charge at expenses of the contractor and the expenses may be deducted from any money due to the contractor under the or from his security deposit or the proceeds of sale thereof or of sufficient contract portion thereof.

The contractor shall also provide all necessary fencing and lights, required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings, at law that may be brought by any person for injury, sustained owing to neglect of the above precaution and to pay any damage and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 18 (a)- The final bill of the contractor shall not be paid unless or until he furnishes to the satisfaction of the Engineer-in-charge a proof of the price of the earth used for the works having been fully paid to the owners of the land from which the earth was removed or of the matter having been amicably settled with them. The contractor shall also be liable to indemnify the Government against all claims made proceedings and actions taken by any person in respect of the price of the earth removed by the contractor from his land for the work against all losses, damages cost and expenses which the Government may suffer or incur as a result of a such claims.

Clause 19 (a) - No labour below the age of 12 years shall be employed on the work.

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

Clause 19 (c) - Only refugee labour will be employed by the contractor. All the labourers who are employed by the contractor must be registered with the Employment Exchange.

Clause 20 No Work shall be done on Sunday without the sanction in writing of the

Contractor liable for damage done and for imperfections for 12 months after certificate.

Contractor to supply plant ladders scaffolding etc.

And the liable for damages arising from non provisions of light fencing etc.

Labour

Work on Sundays

Contractor

Witness

Executive Engineer
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Contractor liable for payments of compensation to injured workman or in case of death to his relations.

Work not to be subject.

Contract may be rescinded and security deposit forfeited for inbletting bribing or if contract becomes insolvent.

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

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

Changes in constitution of firm

Work to be under direction of Superintending Engineer

Claims for Payment of an extra ordinary nature to be referred to Govt. for decision.

Engineer-in-charge.

Clause 20 (a) - In every case in which by virtue of the provisions of Section 12 sub-section (1) of the workman's Compensation Act, 1923 Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government will recover from the contractor the amount of the compensation to paid and without the prejudice to the rights of Government under Section 12 sub-section (2) of the Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise.

Government shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim. H.S.D.C.

Clause 21- The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract or attempt to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do or if any bribe, gratuity, gift loan, requisite reward of advantage, pecuniary or otherwise shall either directly or indirectly be given promised or offered by the contractor or any part of his servants or agents to any public officer or person in the employ of government in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract the Engineer-in-charge may thereupon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Govt. and the same consequences shall ensue as if the contract had been rescinded under clause 3 here of and in addition the contractor shall not be entitled to recover or be paid for any work there fore actually performed under the contract.

Clause 22- All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained, and whether or not any damages shall have been sustained. H.S.D.C.

Clause 22- (a) Any excess payment made to the contractor inadvertently or otherwise under this contract or any account whatever and any other sum bound to be due to Government by the contractor in respect of this contract or any other contract or work order or on any account whatever may be deducted from sum whatever payable by Government to the contractor either in respect of this contract or any work order or contract or any other account by any other department of the Government. H.S.D.C.

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

Clause 24- All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on. H.S.D.C.

Clause 25- No claims for payment of an extra ordinary nature such as claims for a bonus for extra employed in completing the work before the expiry of the contractual period at the request of the Engineer-in-charge or claims for compensation where work has been temporarily brought to a standstill through no fault of the contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned by the Haryana Govt. under the signature of its Secretaries.

Contractor

Witness

Executive Engineer
D.G.M. - A

25A. Dispute

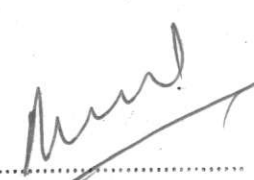
- (25 A.1) If any dispute/difference of any kind whatsoever shall also between the Governor of Haryana/his authorized agents and the Contractor in connection with or arising out of this contract at any time that is (I) whether before its commencement or during the progress of the work or after its completion (including maintenance, if a part of the contract)(II) and whether before or after the termination/abandonment/breach of the contract, it shall in the first instance be referred with full details to the ^{D.G.M.} Executive Engineer-in-Charge of the work at the time.
- (25 A.2) The ^{D.G.M.} Executive Engineer-in-Charge shall within a period of 60 days after being requested in writing by the Contractor to do so, convey his decision to the contractor and subject to arbitration as hereinafter provided such decision in respect of every matter so referred shall be final and binding upon the contractor. In case the work is ready in progress, the contractor will proceed with the work on receipt of the decision by the ^{D.G.M.} Executive Engineer-in-Charge as aforesaid with all due diligence whether he or the ^{Asst. Secy.} Governor of Haryana/is authorised agent requires arbitration as hereinafter provided or not.
- (25 A.3) If the ^{D.G.M.} Executive Engineer-in-Charge of the work has conveyed his decision to the contractor and no claim to arbitration has been filed with him by the contractor within a period of 60 days from the receipt of letter communicating the decision the said decision shall be final and binding upon the contractor and will not be a subject a matter of arbitration at all.
- (25 A.4) If the ^{D.G.M.} Executive Engineer-in-Charge of the work fails to convey his decision within a period of 60 days after being requested as aforesaid, the contractor may within further 60 days of the expiry of 1st 60 days from the date on which request has been made to the Executive Engineer-in-Charge, request the ^{D.G.M.} Executive Engineer-in-Charge that the matter in dispute be referred to arbitration, as hereinafter provided.
- (25 A.5) The appointment of the arbitration for arbitrating the disputes/differences so referred to arbitration shall be made only by the Engineer-in-chief, Haryana PWD (B&R) after the contractor furnishes to the satisfaction of ^{D.G.M.} Executive Engineer-in-Charge of the work, a security deposit of the sum determined according to details given below.

Amount of Claim	Security Deposit
Total claim value less than or equal to Rs. 10,000/-	2% of the Claim Amount.
Total claim value > Rs. 10,000/- but less than or equal to Rs.1 Lac	5% of the Claim Amount.
Claim > Rs.1 Lac	7% of the Claim Amount

- (25 A.6) This security shall on the termination of the arbitration proceedings be adjusted against the cost if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment in the absence of any such cost being awarded the whole of the sum will be refunded to him within one month from the date of the award.

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Contractor

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(25 A.7) Only graduate Engineer shall be eligible for appointment as arbitrator.

(25 A.8) There shall be no objection to appointment of any serving officer of the Government as arbitrator on the plea that he had expressed his views on all or any of the matters in disputes. In case, arbitrator is appointed by designation, the arbitrator to whom, the matter is originally referred being transferred or vacating his office his successor in office as such shall be entitled to proceed with the stage at which it was left by his predecessor.

(25 A.9) In case the arbitrator nominated by the Engineer-in-Chief is unable or unwilling to act as such for any reason whatsoever the Engineer-in-Chief shall be competent to appoint and nominate any other arbitrator in his place and the arbitrator so appointed shall be entitled to proceed with the reference.

(25 A.10) In all cases the arbitrator shall give reasons for his award in respect of each claim and counter claim separately and that any lumpsum award shall not be enforceable.

(25 A.11) The following matters shall not lie within the purview of arbitration :-

- a) Any dispute relating to the levy of compensation as liquidated damages which as already been referred to the Superintending Engineer and is being heard or / and has been finally decided by the Superintending Engineer-in-Charge of the work.
- b) Any Dispute in respect of substituted, altered additional work/omitted work/defective work referred by contractor for the decision of the Superintending Engineer-in-Charge of the work. If it is being heard or has already being decided by the said Superintending Engineer.
- c) Any dispute regarding the scope of the work or its execution or suspension or abandonment that has been referred by the contractor for the decision of the Government of Haryana and has been so decided finally by the Haryana Government.

(25 A.12) The contractor shall not be entitled to bring a dispute/difference for decision of the Executive Engineer-in-Charge under clause 25A.2

- a) After 6 months of date of completion of work/or
- b) After 6 months of the date of abandonment of the work, or
- c) After 6 months of dispatch through a registered letter of an intimation from the Executive Engineer-in-Charge of the work that final payment due to or recovery from the contractor has been determined which he may acknowledge and / or receive.

(25 A.13) If the matter is not referred to arbitration within the period prescribed above all the rights and claims of the contractor under the contract shall be deemed to have been waived.

(25 A.14) It is also a term of this arbitration agreement that no question relating to this contract shall be brought before any Civil Court without first involving and completing the procedure above.

(25 A.15) The pendency of arbitration proceedings shall not disentitle the Government to make alternative arrangements for completion of the work.

Contractor

Witness

Executive Engineer
D.G.M.-III

Clause 26 - The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of European or American manufacture which may be required thereof or in connection there with unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles else where. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule they will be debited at cost price which for the purpose of this contract shall include the cost of carriage and all other expenses whatsoever which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

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

Clause 26 - (a) Any fluctuations in Railway rates which may occur during subsistence of and affecting freights of any material to be supplied under this contract shall be brought to the notice of the Engineer-in-Charge by the contractor within fifteen days from such date without prejudice to the rights of Government should the contractor fail to comply with the above requirement any excess or short charge on account of such increase or decrease shall credited to or recovered from the contractor. No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract e.g. fluctuation of railway freight on coal enquired for burning bricks will not be taken into consideration or for an articles which from part of a finished work or purpose of this clause. Similarly no alteration in rates will be allowed when a manufactured article is transported by rail from place A to place B to from part of a finished work.

Fluctuations railway freights

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

Lumpsum in estimate

Clause 28 - In the case of any clause of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the district specifications, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Procedul where no specification provided

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

Defination of work

Clause 30 - The percentage referred to at page 3 of the tender will be calculated on the gross amount (value of finished work including cost of materials whether purchased from Government or direct) or (1) the items of work to which the rates in the tender apply and also (2) the items of work for which rates exist in the Schedule of rates of the district.

Clause 31 - The terms and conditions of the agreement have been explained to me/us and I/we clearly understand them.

Clause 32 - The Schedule of Additional Conditions, Haryana Public Works Department Contractor Labour Regulations, Fair Wage Clause and the Rules for the Protection of Health and Sanitary Arrangements for workers employed by Hr. P.W.D. or its contractor, shall be deemed to be part of this contract and any breach there of shall be deemed to be a breach of this contract.

Clause - 33 - 4% Sales Tax and 2% Income Tax + Surcharge as applicable will be deducted from each bill of the agency/Contractor.

Condition regarding Cause of Action in respect of contract disputes and the appropriate court having jurisdiction over such disputes:

"In any suit for damages etc. for breach of contract, the cause of action consists of making of the contract and of its breach so that the suit may be filled either at the place where the contract was made or at place where it should have been performed and the breach occurred. The making of the contract is part of the cause of action. A suit on a contract, therefore, can be filled at the place where the contract was made. The determination of the place where the contract was made is part of the law of contract. But making of an offer of a particular place does not form cause of action in a suit for damages for breach of contract ordinarily, acceptance of an offer and its intimation result in a contract and hence a suit can be filled in the court within whose jurisdiction the acceptance was communicated. The performance of a contract is part of cause of action and a suit in respect of the breach can always be filled at the place where the contract should have been performed or its performance completed. If the contract is to be performed at the place where the contract was made the suit on the contract is to be filled there as no where also. In suits for agency section, the cause of action arises at the place, where the contract of an agency was made or the place where action are to be tendered and payment is to be made by agent Part of cause of action arises where money is expressly or impliedly payable under a contract. In cases the place where repudiation is received is of repudiation of a contract, the place where the suit would lie if a contract is pleaded as part of the cause of action giving jurisdiction on the court. Where the suit is ruled on that contract is found to be invalid, such part of the cause of action disappears."

Contractor

Witness

Executive Engineer

D. G. M. III

Schedule showing (approximately) material to be supplied from the Public Works Store for works contracted to be executed and the rates at which they are to be charged for.

Particulars	Rates at which the material will be charged to contractor	Place of delivery
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The following material will be issued from P.W.D. Stores at the rates shown against each plus 3% storage charges.

- | | |
|--|--|
| 1 Ordinary Portland/Pozolana Portland cement packed in gunny bags/paper bags | @ Rs...../-
per bag including cost of container |
| 2. Mild Steel 'Tor'bars (All dia) | @ Rs...../-
(Per metric Tonn) |
| 3. Mild Steel plain bars (All dia) | @ Rs...../-
(Per metric Tonn) |
| 4. Bitumen 80/100 penetration | @ Rs...../-
(Per metric Tonn) |

CONDITIONS

1. Cement will be supplied to the contractor in standard packing bags as received from the suppliers.
2. The issue of cement bags shall be governed as per latest I.S.I Code
3. No claim what-so-ever on account of delay in supply of the above material will be entertained by the Deptt.
4. No claim will be entertained for damage or loss of material in custody of the contractor due to rains, floods or any other acts of God.

Note - The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to submission of the tender.

Contractor

Witness

Executive Engineer
D. G. M. - II

NAME OF WORK:- Annual repair of office building HSRDC, Sector 2, Bays 13-14, Panchkula
BILL OF QUANTITY
 Approximate Cost Rs 2.00 Lacs
 Time Limit 4 Months

Earnest Money for Contractor Rs 4000/-
 Earnest Money for Society Rs 2000/-

Sr No.	Description	Unit	Qty	Rate to be Quoted by the Agency	
				in Figure	Amount
1	Distemping with washable oil bound distemper (of approved manufacture) two coats excluding priming coat on new work. (HSR 16.57)	Sqm	3309.57		
2	Providing two coats of exterior acrylic emulsion paint (HSR 16.79 (b)) First Quantity	Sqm	370.69		
3	Providing two coat with synthetic enamel paint in all shades on old woodwork or metallic or plastered or concrete surface to give an even shade including rubbing down old paint. (HSR 16.5)	Sqm	151.38		
4	Providing White Washing One Coat or subsequent coat (HSR 16.46)				
5	Terracing consisting of tiles 22.86 cm X 11.43 Cm X 3.81 cm laid over 87.50 mm mud filling on a layer of 25 mm mud plaster and on other layer of mud mortar for laying the tiles, including two coats of bitumen laid hot at 1.65 kg per sqm on top of R.C.C slab including grouting with cement sand mortar 1:3 and top surface to be left clean etc. (HSR 13.13)	Sqm	205.23		
		Sqm	16.79		
6	12 mm thick cement plaster 1:6 (HSR 15.7)	Sqm	72.78		
7	15 mm thick cement plaster 1:6 on the rough side of single of half brick wall (15.12)	Sqm	62.83		
8	Fixing marble stone flooring 17 mm & above thick slab including matching grains of marble laid in any pattern as specified over base of 12 mm thick cement coarse sand mortar 1:3 and jointing with white cement slurry mixed with pigment to mortar shape of marble i.e. rubbing and polishing excluding the cost of marble (HSR 14.49 a (ii)) (a) White Marble (ii) Abu plain, Abu panther and Abu veined	Sqm	1.30		

9	Fixing marble stone flooring 17 mm & above thick slab including matching grains of marble laid in any pattern as specified over base of 12 mm thick cement coarse sand mortar 1:3 and jointing with white cement slurry mixed with pigment to mortar shape of marble i.e. rubbing and polishing excluding the cost of marble (HSR 14.49 c (i)) (c) Green Marble (i) Baroda green marble	Sqm	6.73		
10	Fixing marble stone 17 mm and above thick in risers of steps, skirting, dado, pillars and wall lining including matching the grains of marble slab in any pattern as specified laid on 12 mm thick cement coarsed sand morar 1:3 and jointed with white cement slurry mixed with pigment to match the shade of marble include- ing rubbing and polishing, including labour for fixing cramps, pins and dowels etc. (using size of marble slab above 0.38 sqm each) (HSR 14.52 a (ii)) (a) White Marble (ii) Abu plain, Abu panther and Abu veined	Sqm	0.61		
11	Fixing marble stone 17 mm and above thick in risers of steps, skirting, dado, pillars and wall lining including matching the grains of marble slab in any pattern as specified laid on 12 mm thick cement coarsed sand morar 1:3 and jointed with white cement slurry mixed with pigment to match the shade of marble include- ing rubbing and polishing, including labour for fixing cramps, pins and dowels etc. (using size of marble slab above 0.38 sqm each) (HSR 14.52 c (i)) (c) Green Marble (i) Baroda green marble	Sqm	0.71		

12	Providing and Fixing 1st Quality Ceramic Glazed wall tiles confirming to IS 15622 (Thickness to be specified by the manufacturer) of approved make in all colors, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge in skirting risers of steps and dados over 12 mm thick bed of cement mortar 1:3 coarse and jointed with grey cement slurry including pointing in white cement mixed with pigment of matching shades complete (HSR 14.92 (a)) (a) Size of ceramic glazed tiles 200 mm x 300 mm	Sqm	0.68		
13	Precast chequered tiles of 20 mm thickness In ordinary grey cement without chips laid on 20 mm thick bed of cement coarse sand mortar 1:3 with neat cement slurry between joints and over the base in floors, treads of steps and landings. (HSR 14.45) Note:- In case colour chequered tiles in flooring are used increase the through rate of Item No. 14.45 by 10%	Sqm	17.40		
14	Providing and fixing vitrified tiles of size 600 x 600 mm of approved make in flooring laid in any pattern as specified over base of 20 mm thick cement coarse sand mortar 1:3 and jointed with white cement slurry mixed with pigment to match the shade to tiles. (HSR 14.89) Note:- Tile shall be of premium quality (first quality) of reputed manufacturer like NITCO, KAJARIA, SOMANTI, ORIENT, JOHNSONS & RAK	Sqm	19.88		
15	Providing and fixing vitrified tiles of size 600 x 600 mm of approved make in skirting / dado laid in any pattern is specified over base of 12 mm thick cement coarse sand mortar 1:3 and jointed with white cement slurry mixed with pigment to match the Shade to tiles. (HSR 14.90) Note:- Tile shall be of premium quality (first quality) of reputed manufacturer like NITCO, KAJARIA, SOMANTI, ORIENT, JOHNSONS & RAK	Sqm	0.50		
16	Laying and fixing Granite Stone in all shade 15 mm to 18 mm thick in skirting / dado, risers of steps, pillars and wall facing, laid in any pattern as specified over base of 12 mm thick cement coarse sand mortar 1:3 and jointed with white cement slurry mixed with pigment to match the shade of granite including labour for fixing cramps pins and dowels etc. (excluding the cost of granite stone) (HSR 14.95)	Sqm	5.73		

17	Laying and fixing Granite Stone in all shade 15 mm to 18 mm thick in flooring laid in any pattern as specified over base of 20 mm thick cement coarse sand mortar 1:3 and jointed with white cement slurry mixed with pigment to match the shade of granite stone (excluding the cost of granite stone) (HSR 14.96)	Sqm	1.66		
18	Dholpur stone tiles 25 mm thick in wall facing (lining) laid in any pattern as specified on 12 mm thick cement coarse sand mortar 1:3 and jointed with neat cement slurry mixed with pigment to match the shade of stone including rubbing and labour for fixing cramps, pins and dowels etc. (HSR 14.60)	Sqm	14.05		
19	Providing and fixing glazing in aluminium door, windows ventilators shutter and partitions etc with PVC/neoprene gasket etc complete (cost of aluminium snap beading shall be paid in basic items) (17.98 (b)) (b) With float Glass panes of 5.00 mm thickness	Sqm	8.00		
20	Providing and laying average 6 mm thick POP Coating on walls, Ceiling beams and lintels etc. complete in all respects as approved by the Engineer-in-Charge (HSR 13.94)	Sqm	19.17		
21	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II in paneling fixed in aluminium doors Windows shutters and partition frames with CP Brass / stainless steel screws etc complete (HSR 17.97 (b)) (b) Pre-Laminated particle board with decorative lamination on both sides.	Sqm	3.15		

22	<p>PROVIDING AND FIXING IN POSITION BEST INDIAN MAKE (as approved by the Engineer-in-charge) EUROPEAN TYPE WATER CLOSET SUITE, SYPHONIC TYPE, Consisting of</p> <p>(i) VITREOUS CHINA WARE SYPHONIC SUITE WITH 15 LITRES CAPACITY MATCHING CHINAWARE CISTERN and all internal brass fittings COMPLETE WITH 'P' or 'S' TRAP with or without vent; (as approved by the Engineer-in-charge).</p> <p>(ii) One Piece SEAT AND LID IN HOLLOW BLACK OR WHITE PLASTIC fitted with chromium plated hinges and rubber buffers, (to the approval of the Engineer-in-charge). COMPLETE in all respects INCLUDING CUTTING AND MAKING GOOD THE WALLS AND FLOORS. (HSR 30.5 a (iii))</p> <p>(a) Single trap symphonic W.C. Suite</p> <p>(ii) Single Colour</p>	Each	1			
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23	PROVIDING AND FIXING IN POSITION BEST INDIAN MAKE STALL URINAL IN VITREOUS CHINAWARE (to the approval of the Engineer-in-charge) consisting of- (I) STALL URINAL 1150MM HIGH in vitreous Chinaware: (as approved by Engineer-in-charge) (II) 5 LITRES CAPACITY mosquito proof INDIAN MAKE C.I AUTOMATIC flushing CISTERN painted with non-Yellowing white enamel paint or other approved shade Enamel paint on outside and superior black bitumastic Paint on inside with screwed 15 mm pipe. (III) PAIR OR R.S.OR C.I.PAINTED BRACKETS AND BRASS COUPLINGS: (IV) Standard size G.I.FLUSH PIPE C.P.BRASS CLIPS AND UNIONS. (V) 32 MM C.P.BRASS WASTE WITH DOME GRATING; (VI) 32 MM C.P.BRASS SPREADER: COMPLETE INCLUDING CUTTING AND MAKING GOOD THE WALLS AND FLOOR AND PAINTING OF FITTINGS ETC. (as required by the Engineer-in-charge). (HSR 30.29 (ii) (ii) Single Color	Each	1		
24	Providing and fixing in position best Indian make chromium Plated brass Bottle trap 32 mm dia metre. (HSR 30.50)	Each	4		
25	Providing and fixing in position 15 mm i/d C.P brass bib Cocks of best quality (as required by Engineer-in-charge) (HSR 30.75 (a)) (a) Bib cock long body	Each	4		
26	Providing and fixing in position C.P brass stop cocks (as Approved by the Engineer-in-charge) (HSR 30.76 (a) (iii)) (a) 15 MM STOP COCK (ii) Concealed stop cock with flange.	Each	5		
27	Supplying and fixing hydraulic door Closer, I.S.I mark, with necessary Screws, etc., complete (HSR 17.82 (b)) (b) I.S.I designation No. II (side of door 701 mm to 850 mm)	Each	10		
	TOTAL				


ADM


HDM


CHD


M-II


DGM-III