

**Detailed Notice Inviting Tender  
(DNIT)**



**GOVERNMENT OF HARYANA**

**HSIIDC**

**Name of work:** Procurement/supply of furniture items at Old Age Home at Sector-15, Panchkula under CSR scheme including Defect Liability Period of two (02) years.

**Estimate Cost:** Rs 94.87 Lakhs

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## HSI IDC

### e-Tender Notice

### PRESS NOTICE

#### HARYANA HSI IDC DEPARTMENT

**Notice Inviting Tender No. 1122202316-05-17/HSI IDC Dept/HRY.**

**Dated: 22/11/2023**

The Governor of Haryana 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:	<b>Procurement/supply of furniture items at Old Age Home at Sector-15, Panchkula under CSR scheme including Defect Liability Period of two (02) years.</b>
Cost of work	<b>Rs 94.87 Lakhs</b>
Time Limit	<b>2 Months and 15 Days</b>

Tenders to be received till: **02:00** hours on dated **14/12/2023**

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 Governor of Haryana

**Assistant General Manager (IA)**

**HSI IDC**

**HSI IDC Barwala**

**Phone No: 9466120016**

## DETAIL NOTICE INVITING TENDER

The Governor of Haryana 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.	Procurement/supply of furniture items at Old Age Home at Sector-15, Panchkula under CSR scheme including Defect Liability Period of two (02) years.	Rs 94.87 Lakhs	₹1,89,740.00 for Contractors & ₹94,870.00 for Societies	₹5,000.00/-	2 Months and 15 Days	14/12/2023 Upto 02:00 hrs.

- 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.
- Interested bidders are encouraged to get themselves registered as contractor on the portal <https://works.haryana.gov.in>.
- Interested bidders must have contractor ID on <https://works.haryana.gov.in>.
- Cost of tender document fee: **₹5,000.00/-** (non refundable) (to be submitted online).
- Availability of Bid document and mode of submission:

a.	Tender document is available online on <a href="http://etenders.hry.nic.in">http://etenders.hry.nic.in</a>
b.	<ol style="list-style-type: none"> <li><b>Earnest Money</b> :for un-registered bidders – Online.</li> <li><b>Earnest Money Declaration Form</b>: 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.</li> </ol>
c.	Tender document fee <b>₹5,000.00/-</b> 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: **14/12/2023** up-to **02:00** 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 **HSIIDC Barwala** on **14/12/2023** at **04:00** 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 Governor of Haryana

**Assistant General Manager (IA)**

**HSI IDC**

**HSI IDC Barwala**

**Phone No: 9466120016**

**KEY DATES**

<b>1.</b>	<b>Date of Issue of Notice Inviting Bid</b>	<b>:</b>	<b>Date 22/11/2023</b>
<b>2.</b>	<b>Period of availability of Bidding Documents on website <a href="http://etenders.hry.nic.in">http://etenders.hry.nic.in</a></b>	<b>:</b>	<b>From 22/11/2023 To 14/12/2023</b>
<b>3.</b>	<b>Time, Date of Pre-bid Meeting</b>	<b>:</b>	<b>Not Applicable</b>
<b>4.</b>	<b>Deadline for Receiving Bids online</b>	<b>:</b>	<b>Date 14/12/2023 at 02:00 hrs</b>
<b>5.</b>	<b>Opening of Bids (Tender Document fee &amp; Earnest Money Declaration Form)</b>	<b>:</b>	<b>Date 14/12/2023 at 04:00 hrs</b>
<b>6.</b>	<b>Time and Date for opening of Part-I of the Bid (Technical Qualification Part)</b>	<b>:</b>	<b>Date 14/12/2023 at 04:00 hrs</b>
<b>7.</b>	<b>Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part I of the Bid.</b>	<b>:</b>	<b>To be intimated.</b>
<b>8.</b>	<b>Last Date of Bid Validity</b>		<b>Date 21/03/2024</b>
<b>9.</b>	<b>Officer inviting Bids</b>	<b>:</b>	<b>Assistant General Manager (IA) HSI IDC Barwala HSI IDC</b>

## 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** 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, a valid Registration Certificate/contractor's id created on Haryana Engineering Works Portal.(No technical evaluation shall be carried out for this category). The intending bidders who are not registered are required to submit the following documents in place of Registration:**

Interested bidders who are not registered 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. Similar works experience for the category of registration
  - ix. 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.
  - x. In case of registration for electrical works the applicant or the employee of the applicant should submit valid Wireman License from Chief Electrical Inspector, Haryana

**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 Abandoned works (if any)
- viii. 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.**

**B) For works put to tender from Rs. 25.01 Lacs to Rs. 64.00 Lacs, a valid enlistment in the respective category on Haryana Engineering Works Portal with proof of ownership/ lease of specified machinery/ manpower as listed in Clause 39 in section 1 of this document.**

**(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** 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 Chartered 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  $\frac{1}{2}$  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.

**4.7** 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 PM upto 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.

**29.3** 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: -

- (i) If the Bid price offered by the contractor is negatively unbalanced upto the 10% of the estimated project cost (as per analytical rates / N.S. rates).

In such cases no additional performance security shall be taken from the successful bidder;

- (ii) If the bid price offered by the contractor is negatively unbalanced below 10% and upto 20% of the estimated project cost (as per analytical rates / N.S. Rates): -

In such case, Additional performance security shall be calculated @ 20% of the {( % below quoted by the contractor – 10%) of the estimated cost of the project};

- (iii) If the bid price offered by the contractor is further negatively unbalanced below 20% of the estimated project cost (as per analytical rates / N.S. Rates): -

In such case, the Additional performance security shall be calculated @ 30% of the {( %

below quoted by the contractor – 10%) of the estimated cost of the project};

- (iv) 20% of the total unbalanced amount of all the seriously unbalanced items (i.e. unbalanced by more than 40% of the estimated amount of that particular item/items).

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

**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.

**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.

### 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.

**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** The successful bidder shall be required to sign an **Integrity Pact** as provided in Section 7.

**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. 1) The Governor of Haryana/Employer be read as MD/HSIIDC wherever mentioned in the bid document.
- 2) The contractor participating in the tenders must have their registration on Haryana Engineering Works Portal (HEWP) and have unique contractor ID.
- 3) Clause No. 2.1 (on Page-09) pertaining to Source of funds be read as the expenditure on this project will be made by HSIIDC.
- 4) Clause no. 21.1 (on page no. 23) under late bids be read as deleted.
- 5) **Negotiation of rates will be held with L-1 bidder only as per Haryana PWD Code.**
- 6) Single/Percentage above/below rates be taken instead of item rate.
- 7) Joint ventures are not allowed (Clause No. 4.4 of ITB).
- 8) The amount of the work can be increased or decreased according to the requirement as per site conditions.
- 9) All rates of items mentioned in the **bid document are exclusive of GST**. The Bidder have to quote rates exclusive of GST.
- 10) The price quoted by agency are final and no escalation will be entertained.
- 11) Engineer-in-charge reserve the right to accept or reject any or all Tenders without assigning any reason.
- 12) Contractor has to take all the safety measures for his labour while the work is in progress and shall be responsible for any accident/miss-happening.
- 13) Work shall be got executed strictly as per contract agreement & specifications.
- 14) The **Subcontracting clause 7** on page no. 41 be read as deleted.
- 15) **Mobilization advance, Machinery Advance** may be read as deleted mentioned anywhere in Bid document.
- 16) **Qualification Criteria/Experience :-**
  - a) The agency should have successfully completed one similar nature of work (similar work means the work of providing factory made branded furniture as per approved makes i.e GODREJ/WIPRO/HAWORTH/STEELCASE/HERMAN MILLER &SPACEWOOD) costing not less than 80% of value of this work or two similar works costing not less than 50% of value of this work or three similar works costing not less than 40% of value of this work during the last seven years. It is further clarified as under :-
    - i) One Work of Magnitude of 80% i.e. Rs. 75.89 Lacs
    - ii) Two works of magnitude of 50% each i.e. Rs.47.43 Lacs
    - iii) Three works of magnitude of 40% each Rs.37.94 Lacs

The amount of works shall be updated to price level of the last financial year at the rate of 8% per year compounded yearly.
  - b) The Contractors/bidders must have the UID of Haryana Engineering Portal.
  - c) Average Annual Financial turnover of the last three years ending 31st March of the previous Financial year should not be less than 30% of estimated cost.
  - d) 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 =  $(A \times N^2 - B)$  Where

A = Maximum value of financial turnover (as certified by the Chartered 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  $\frac{1}{2}$  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.

e) The applicant should submit an affidavit that their agency have not been blacklisted by any Govt. organisation in the last five years.

f) Each bidder should further undertake their own studies and furnish, a detailed planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated above to allow the employer to review their proposals.

g) The bidders shall be ISO 9001, ISO 14001, ISO45001, Greenguard UL, BIFMA membership, BIFMA level2, GRIHA and IDM certification.

h) The bidder should have service centre in Tricity i.e (Chandigarh/Mohali/Panchkula).

i) Escalation matrix for service support & toll-free number should be provided.

j) The assigned committee may visit factory premises physically or may request for a Video tour of factory for technical evaluation showcasing facilities and processes in detail.

k) Only OEMs (Original Equipment Manufacturer) of approved makes or their authorized dealers should participate. Their authorize dealers have to submit an authorization certificate from OEMs.

**Note :- Eligibility criteria mentioned at Page No.09, Clause no. 04 may be read as deleted. Eligibility criteria mentioned at Point No.16, Page No.32 will have to be followed by bidders for their eligibility.**

17) In case of any contradictions in the clauses/understanding of clauses, decision of Engineering in charge is final and bound to the contractor.

18) Clause of **price adjustment** be read as deleted mentioned anywhere in the bid document

## Appendix to ITB

### Instructions to Bidder

### Clause Reference

Sr. No.	Description	Value to be printed on system generated CBD	Clause No.
1.	Authority	<b>Managing Director</b>	[Cl.1.1] or Press Notice/ DNIT
2.	The Employer is Designation: Address:	<b>DGM (Engg.) HSI IDC Barwala</b>	[Cl.1.1] or Press Notice/DNIT
3.	Name of authorized Representative	<b>Sh. Ajay Mohan Bansal</b>	[Cl.1.1]
4.	The Engineer is Designation: Address:	<b>Deputy General Manager (Engg.) HSI IDC Barwala</b>	[Cl.1.1]
5.	The Intended Completion Date for the whole of the Works is <b>2 Months 15 and Days</b> after start of work.	<b>2 Months 15 and Days</b>	[Cl.1.1, 17&27]
6.	The Works is ( <i>Name of the work</i> )	<b>Procurement/supply of furniture items at Old Age Home at Sector-15, Panchkula under CSR scheme including Defect Liability Period of two (02) years.</b>	[Cl.1.1]
7.	The jurisdiction of court is	<b>Panchkula</b>	[Cl.1.1]
8.	The average annual financial turn over amount is	<b>28.46 lacs</b> (Rs. Twenty Eight Lakhs Forty Six Thousand Only )	[Cl.(4.5 A) (i)]
9.	Value of work is as under :-  <b>Similar Work:-</b>	(i) Three works :- Rs <b>37.94</b> Lacs (ii) Two works :- Rs <b>47.43</b> Lacs (iii) Single Work:- Rs <b>75.89</b> Lacs  Supply of furniture items from Original Equipment Manufacturer.	[Cl.(4.5 A) (ii)]
10.	Joint Ventures	<b>Not allowed</b>	[Cl.3.1,4.4]
11.	The contact person is:	<b>Executive Engineer, Sh. Rohit Kanwar</b> Address : <b>HSI IDC, Barwala</b> Telephone No. <b>9466120016</b>	[Cl.7.1]
12.	Place, Time and Date for pre-bid meeting are	Place :- <b>No pre bid meeting.</b> Time :- Date :-	[Cl.9.2]

HSI IDC

## 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.

<b>1.</b>	<b>Individual Bidders</b>	
<b>1.1</b>	Constitution or legal status of Bidder	[attach copy]
	Place of registration:	
	Principal place of business:	
	Power of attorney of signatory of Bid (if required)	[attach]
<b>1.2</b>	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 Five 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

### Conditions of Contract

#### Table of Contents

<b>A. General</b> 1. Definitions 2. Interpretation 3. Language and Law 4. Engineer's Decisions 5. Delegation 6. Communications 7. Subcontracting 8. Other Contractors 9. Personnel 10. Employer's and Contractor's Risks 11. Employer's Risks 12. Contractor's Risks 13. Insurance 14. Site Investigation Reports 15. Queries about the Contract Data 16. Contractor to Construct the Works and do maintenance 17. The Works to Be Completed by the Intended Completion Date 18. Approval by the Engineer 19. Safety 20. Discoveries 21. Possession of the Site 22. Access to the Site 22A. Royalties 23. Instructions 24. Dispute Redressal System 25. Arbitration  <b>B. Time Control</b> 26. Programme 27. Extension of the Intended Completion Date 28. Delays Ordered by the Engineer 29. Management Meetings  <b>C. Quality Control</b> 30. Identifying Defects 31. Tests	32. Correction of Defects 33. Uncorrected Defects  <b>D. Cost Control</b> 34. Bill of Quantities 35. Variations 37. Payments for Variations 38. Cash Flow Forecasts 39. Payment Certificates 40. Payments 44. Compensation Events 45. Tax 46. Currencies 47. Price Adjustment 48. Retention Money 49. Liquidated Damages 50. Advance Payment 51. Securities 52. Cost of Repairs  <b>E. Finishing the Contract</b> 55. Completion of Construction and Maintenance 54. Taking Over 55. Substantial Completion 56. Defect Liability 57. Final Account 58. Operating and Maintenance Manuals 59. Termination 60. Payment upon Termination 61. Property 62. Release from Performance  <b>F. Special Conditions of Contract</b>
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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 of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

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

**Compensation Events** are those defined in Clause 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 adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

**A Defect** is any part of the Works not completed in accordance with the Contract or distressed development in the work irrespective of any causes.

**The Defect Liability-cum-Maintenance Period** is 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 percent defined in contract data of the contract price, but will not assign the Contract. 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 and certificate required if any after approval from the Employer.

**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 they directly

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 Contractor seven 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 in connection 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 Defect Liability-cum-Maintenance period of the works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the competent authority, described alongwith their powers in the contract data above the rank of the Engineer. The competent authority shall, within a period of forty five 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. 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 authority as aforesaid, with all due diligence.

**24.2** Either of the parties is barred from making reference to the competent authority after 120 days from completion of work i.e. the claims will be time barred if the reference to the competent authority is not made within 120 days from the completion of work.



**24.3**

Either Party will have the right to apply for arbitration as provided here in after if he/it is not satisfied with decision of the competent authority.

## **25. Arbitration**

- (a) Where any of the party is not satisfied with the order passed by the competent authority can apply for appointment of Arbitrator. In case the party invoking arbitrator is contractor he shall deposit a sum as security deposit, proportionate to the claim amount, determined as per the values given in 'Contract Data' with 'Engineer'. On termination of the arbitration proceedings, this fee shall be adjusted against the cost, if any, awarded by the arbitrator against the claimant party and the balance remaining after such adjustment, and in the absence of such cost being awarded, the whole of the sum bill will be refunded within one month of the date of award.
- (b) For agreement amounts upto Rs. 10.00 Crore (after adjusting the contract price any increase/decrease due to variations etc.) the matter will be referred to a single Arbitrator to be appointed by the Engineer-in-Chief from the panel of arbitrators approved by the Government.
- (c) For agreement amounts more than Rs. 10.00 Crore (after adjusting the contract price any increase/decrease due to variations etc.) the matter will be referred to an Arbitral Tribunal consisting of 3 arbitrators, one each to be appointed by the Employer after taking approval from Engineer-in-Chief and the contractor and the third arbitrator to be chosen by the two arbitrators so appointed by both the parties to act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Administrative Secretary, of the department to which the work belongs (Principal Secretary/ Additional Chief Secretary) as the case may.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (c) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Administrative Secretary, of the department to which the work belongs shall appoint the arbitrator. A certified copy of the order of the Administrative Secretary, of the department to which the work belongs, making such an appointment shall be furnished to each of the parties.
- e. The decision of the majority of arbitrators shall prevail both parties.
- f. Arbitration proceedings shall be held in India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- g. The cost and expenses of Arbitration proceedings will be paid as provided hereinafter. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. The fee and expenses of presiding Arbitrator shall be borne by both the parties equally.
- h. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
- i) The fee and other charges payable to an arbitrator shall be as per of "THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT., 2016.



## 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. If 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 relevant Specifications, 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 Period shall 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 if it 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 an updated cash flow forecast.

### 39. Payment Certificates

**39.1** The Contractor shall submit to the 'Engineer' monthly statements of the estimated value of the work completed less the cumulative amount certified previously 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 country of 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 value of the balance work (amount of uncompleted work) 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-7 and 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 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

## 52. Cost of Repairs

**52.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start 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.

## E. Finishing the Contract

### 53. Completion of Construction and Maintenance

**53.1** 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.

### 54. Taking Over

**54.1** 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.**

**54.2** 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.**

### 55. Substantial completion

**55.1** 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.

### 56. Defect Liability-cum-Maintenance period

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

### 57. 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.

### 58. Operating and Maintenance Manuals

**58.1** 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.

**58.2** If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.



## 59. Termination

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

**59.2** Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

- (a) 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;
- (b) the 'Engineer' instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 56 days the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (c) 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;
- (d) the Contractor does not maintain a Security, which is required;
- (e) 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 44.1;
- (f) the Contractor fails to provide insurance cover as required under clause 13;
- (g) 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.
- (h) 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.

(i) any other fundamental breaches as specified in the Contract Data.

**59.3** 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

**59.4** Notwithstanding the above, the Employer may terminate the Contract for convenience.

**59.5** 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.

## **60. Payment upon Termination**

**60.1** (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 unrecovered 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.

(ii) If the Contract is terminated because of a fundamental breach of contract by the Contractor due to non compliance of the requirements of clause 32 of GCC regarding Defect 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 unrecovered, 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.

## **61. Property**

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

## **62. Release from Performance**

**62.1** 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.

**62.2** 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 made 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 applies 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**

**DNIT Name : Procurement/supply of fur**

**Haryana Engineering Works Portal**



**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 HSIIDC 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 HSIIDC 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 HSI IDC 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 expects 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 vary 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 receptacles 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



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 (III of 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.

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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.

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

1. Work shall be got executed strictly as per contract agreement & specifications.



2. Security @ 5% is to be deducted from the running as well as final bill which will be refunded (50%) after successful completion of work and (50%) after DLP of two years.

3. Payment will be released after approval of work by Engineer- In- Charge.

4. HSI IDC will not be the responsible for any mis-happening / Accident during work at site.

#### 5. Standard Terms and Conditions(Regarding GST):-

(i) The price bid by the contractor shall be exclusive of the all taxes including GST as applicable upto the closing date for submission of bid in the employer's country on the contractor's equipment, plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the contract and on the services performed under the contract.

(ii) The contractor shall Barhise taxable invoice as per provisions of GST to HSI IDC.

(iii) The transaction on which GST will be claimed from HSI IDC shall be included in the return to be furnished under GST Act and the amount claimed from HSI IDC, Shall be accounted for in the GST returns and will be deposited with GST authorities within the time prescribed by law in this regard.

(iv) The Contractor shall indemnify HSI IDC for all losses caused to HSI IDC on account of excess charge of GST. In case it is found at a later stage that wrong or incorrect payment has been recovered by it from HSI IDC on account of GST, the same will ne refunded forth with.

(v) Income Tax, Labour , cess and other deductions as applicable/as may benotified by Union Governement/ State Government form time to time will be deducted from gross payments as per Govt. Instructions.

4. In terms of clause-25 of section-3, **Arbitration Clause**, it is clarified that Presiding Arbitrator shall be appointed by MD/HSI IDC instead of Administrative Secretary.

The **Arbitration Clause** no.25 on page no.46 be read as deleted and read as under:-

(i) If any dispute or difference of any kind whatsoever shall arise between the Corporation/ his authorized agents and the contractor in connection with or arising out of the contract or the execution of the work that is

(ii) Whether before its commencement or during the progress of the work or after its completion

(iii) and whether before or after the termination abandonment or breach of the contract it shall in the first instance be referred to for being settled by the SM/AGM/DGM(Engg.) in charge of the work at the time and he shall within a period of sixty 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 already in progress the contractor will proceed with the execution of the work on receipt of the decision by the SM/AGM/DGM (Engg.) in charge as aforesaid with all due diligence whether he or the Corp. is authorized agent requires arbitration as hereinafter provided or not. If the SM/AGM/DGM (Engg.) 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 sixty days from the receipt of letter communicating the decision the said decision shall be final and binding upon the contractor and will not be subject matter of arbitration at all. If the SM/AGM/DGM(Engg.) in charge of the work fails to convey his decision within a period of sixty days from the date on which request has been made to the SM/AGM/DGM(Engg.) request General Manager that the matters in dispute be referred to arbitration as hereinafter provided.

(iv) All disputes of differences in respect of which the decision is not final and conclusive shall at the request in writing of either party made in a communication sent through Registered A.D. Post be referred to the sole arbitration of any serving HOD (Engg)/DGM (Engg) to be nominated by designation by the M.D.HSI IDC at the relevant time there will be no objection to any such appointment that the arbitrator so appointed is a Corp. servant or that he had to deal with the matters to which the contract relates and that in the course of his duties as a Corp. servant he had expressed his views on all or any of the matters in dispute. 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 reference from the stage at which it was left by his predecessor.

(v) It is also a term of this arbitration agreement that no person other than a person appointed by the M.D.HSI IDC shall act as arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all. In all cases where the aggregate amount awarded exceeds Rs. 25000/- (Rupees Twenty five thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.

(vi) The arbitrator shall award separately giving his award against each claim and dispute raised by either party including any counterclaim individually and that any lump sum award shall not be legally enforceable.

(vii) The following matters shall not lie within the purview of Arbitration:-

(a) Any dispute relating to the levy of compensation as liquidated damages which has already been referred to the General Manager and its being heard or/ and has been finally decided by the SM/AGM/DGM(Engg.) In charge of the work.

(b) Any dispute in respect of substituted altered additional work/Committed work/ defective work referred by the Contractor for the decision of the SM/AGM/DGM (IA) In charge of the work if it is being heard or has already been decided by the SM/AGM/DGM (Engg.).

(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 Corp. and has been so decided finally by the HSI IDC.

(viii) The independent claims of the party other than the one getting the arbitrator appointed as also counterclaims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.

(ix) It is also a term of this arbitration agreement that where the party involving arbitration is the contractor no reference for arbitration shall be maintainable unless the contractor furnishes to the satisfaction of the SM/AGM/DGM(Engg.) In charge of the work a security deposit of a sum determined according to details given below and the sum so deposited 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:-

#### AMOUNTS OF CLAIMS RATE OF SECURITY DEPOSIT

(i) For claims below Rs. 10000. 2% of amount claimed

(ii) For claims of Rs. 10000 and 5% of amount claimed

Above and but below Rs. 100000.

(iii) For claims of Rs. 100000 and above 10% of amount claimed

The stamp fee due on the award shall be payable by the Party as desired by the arbitrator and in the event of such party's default the stamp fee shall be recoverable from any other sum due to such Party under this or any other contract.

(x) The venue of arbitration shall be such place or places as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceeding.

(xi) Neither party shall be entitled to bring a claim for arbitration if the appointment of such arbitrator has not been applied within 6 months:-

(a) of the date of completion of work as certified by SM/AGM/DGM (IA)-in-charge Or

(b) of the date of abandonment of the work Or

(c) of its non- commencement within 6 months from the date of abandonment or written orders to commence the work as applicable or

(d) of the completion of the work through any alternative agency or means 'after withdrawal of the work from the contractor in whole or in part and /or its rescission Or

(e) of receiving an intimation from the SM/AGM/DGM(IA) In charge of the work that final payment due or recovery from the contractor had been determined which he may acknowledge and /or receive. Whichever of (a) to (e) above is the latest.

If the matter is not referred to arbitration within the period prescribed above all the rights and claim of any party under the contract shall be deemed to have been forfeited and absolutely barred by time even for civil litigation notwithstanding.



(xii) 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 arbitration proceedings as above. If the scope of the arbitration specifies herein covers issues that can be brought before the arbitrator i.e. any matter that can be referred to arbitration shall not be brought before a Civil Court. The pending of arbitrationshall not restraint Corp. to terminate the contract and make alternative arrangements for the completion of the work.

(xiii) The arbitrator shall be deemed to have entered on the reference on the day he issues notices to the parties fixing the first date of hearing. The arbitrator may from time to time with the consent of parties enlarge the initial time for making and publishing the award. (xii) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned the arbitration proceeding shall be conducted in accordance with the provision of the arbitration Act. 1996 or any other latest law in force by authority for the time being.

(xiii) The arbitrator shall be deemed to have entered on the reference on the day he issues notices to the parties fixing the first date of hearing. The arbitrator may from time to time with the consent of parties enlarge the initial time for making and publishing the award. (xii) It is also a term of this arbitration agreement that subject to the stipulation herein mentioned the arbitration proceeding shall be conducted in accordance with the provision of the arbitration Act. 1996 or any other latest law in force by authority for the time being.

(xiv) The **Subcontracting clause** 7 on page no. 41 be read as deleted.

5. The **Advance Payment clause** no. 50 on page no.55 be read as deleted.

6. **Mobilization advance, Machinery Advance** may be read as deleted mentioned anywhere in Bid document.

7. Engineer-in-charge reserve the right to accept or reject any or all Tenders without assigning any reason.

8. Clause No.2.4 of Part-II, Special conditions of contract may be read as deleted.

## Contract Data to General Conditions of Contract

Sr. No.	Description		Clause No.
1.	The Employer is Designation: Address:	DGM (Engg.) HSI IDC Barwala	[Cl.1.1.1]
2.	Name of authorized Representative	Sh. Ajay Mohan Bansal	[Cl.1.1.1]
3.	The Engineer is Designation: Address:	Deputy General Manager (Engg.) HSI IDC Barwala	[Cl.1.1.1]
4.	The Intended Completion Date for the whole of the Works is <b>2 Months 15 and Days</b> after start of work.	<b>2 Months 15 and Days</b>	[Cl.1.1, 17&27]
5.	The Site is located	Old Age Home, Sector-15, Panchkula	[Cl.1.1.1]
6.	The Start Date shall be <b>10 days</b> after the date of issue of the Notice to Proceed with the work		[Cl.1.1.1]
7.	Section completion		[Cl. 2.2]
8.	The following documents also form part of the Contract :		[Cl.2.3 (11,12)]
9.	Joint Ventures	Not allowed	[Cl.3.1,4,4]
10.	Sub Contracting	Not allowed	[Cl. 7.1]
11.	The Schedule (if any) of Other Contractors is attached		[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		-
<b>Total:</b>			-

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 deductible 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 deductible 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 deductible 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 deductible is 1% of the contract price	[Cl. 13.3 (a)]
12.	Site investigation report	[Cl.14.1]
13.	Security Deposit for invoking Arbitration <b>Sr No. Amount of Claim Rate of Security Deposit</b> 1. For claims below 10,000 2% of claimed amount 2. For claims of Rs. 10,000 and above but below Rs 1,00,000/- 5% of claimed amount 3. For claims of Rs 1,00,000 and above 7.5% of claimed amount	[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 I]**

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 / deductible 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 or import the same 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 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)"

$$V_c = P_c \times Q_c \times \frac{CI - CI_0}{CI_0}$$

Where,

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

$P_c$  = 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.

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

$CI_0$  = 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.

$C_1$  = 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)**

$$V_s = P_s \times Q_s \times \frac{SI - SI_0}{SI_0}$$

$V_s$  = 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:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

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

$F_0$  = 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](http://www.eaindustry.nic.in)

$F_1$  = 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](http://www.eaindustry.nic.in)

$$P_f = 5.$$

$R$  = 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**

Milestone 1 i.e. 20%  
Milestone 2 i.e. 50%  
Milestone 3 i.e. 75%  
Milestone 4 i.e. 100%

**Period from the start date**

25% of the stipulated time  
50% of the stipulated time  
75% of the stipulated time  
100% of the stipulated time

[Cl. 49.1]

(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	<p>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</p> <p>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.</p> <p>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.</p> <p>If the tender document so provides, the contractor will have the option to furnish mobilization bank guarantee in parts and on recovering of <math>\frac{1}{4}</math> , <math>\frac{1}{2}</math>, <math>\frac{3}{4}</math> and full advance, proportional bank guarantees can be released.</p>

II	Secured advance for non-perishable materials brought to site	75% of Invoice value	<p>In case the contractor requires an advance on the non-perishable materials 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 materials are to be consumed within 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. <b>Any secured advance should be settled / recovered within 3 months of its release.</b></p> <p>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.</p>
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III	Machinery Advance	Maximum 5 % of the contract price	<p>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.</p> <p>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.</p> <p>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.</p>
	<p>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 form of bank guarantee shall be prescribed by the departments.</p> <p>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.</p>		

	(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 02 years 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.**

##### **1. Defect Liability Period :-**

- (i) The defect liability-cum-maintenance period shall be 2 years from the date of completion of works.
- (ii) The date of completion shall be considered as date certified by the Engineer-In-charge.
- (iii) The Engineer shall give notice to the contractor of any defects before the end of the Defect Liability-cum Maintenance Period.
- (iv) The Defects Liability-cum-Maintenance period shall be extended for as long as defects remain to be corrected.
- (v) The Contractor shall correct the notified Defects within the length of 07 days' time or as specified by the Engineer's notice. In case, the agency failed to rectify the defects within 07 days of issuance of notice during DLP period, a sum of Rs.2000/- per day will be deducted from the retention money. The repair will be got executed by HSI IDC at the risk & cost of the agency.
- (vi) The supplier will be responsible for the quality and workmanship of the works executed by him.
- (vii) The liability on account of shortcomings in executed items found by any investigating agency during the defect liability period or afterwards shall be born by the agency.

##### **2. Retention Money :-**

5% (six percent) retention money shall be deducted from running bills of the agreement amount and shall be refunded 50% after completion of work to the satisfaction of Engineer-in-Charge & balance 50% will be released after two years of DLP.

##### **3. Technical Specifications :-**

- (i) All the Medium Density Fiber (MDF) Board should be IS 12406 standards.
- (ii) Prelaminated Particle Board should be IS 12823 standards.
- (iii) MS CRCA sheet should be IS 513 standards. (Cold Rolled Closed Annealed)
- (iv) Powder Coating should be of 40 micron IS-13871 standards
- (v) HR polyurethane seat foam is moulded with density  $45 \pm 2 \text{ kg/m}^3$  and hardness  $14 \pm 2 \text{ kgf}$  as per IS:7888 for 25% compression.
- (vi) Fabric – Intertek test report against specs for voila (crepe) and Foam laminated (Pluto).
- (vii) Under structure should be made of &empty;  $2.54 \pm 0.03 \text{ cm} \times 0.2 \pm 0.016 \text{ cm.thk.}$  M.S. E.R.W. tube IS 7138 standards
- (viii) Under structure/frame should be made of  $\varnothing 2.54 \pm 0.03 \text{ cm} \times 0.02 \pm 0.016 \text{ cm}$  thick SS 202 tube.

## **Section 4-B** **Technical Specifications**

Technical specification for execution of the work.



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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:-Procurement/supply of furniture items at Old Age Home at Sector-15, Panchkula under CSR scheme.**

**NS ITEMS:**

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
1.	Providing and Placing in position executive desk where size shall be 1804 Width x 750 Depth x 725 Height. Top shall be of 18 mm thickness made of PLT board with 2 mm Edge banding. Wenge and savannah Maple PLT board shall be used. The Understructure shall be in pre-laminated panels made with PLT boards. 2- Drawer and 3 - Drawer storage units with different combinations to support tops made with 18 mm PLT boards of different colours. Modesty and back panels made with 18 mm PLT boards. The pedestals / storages shall be fitted with necessary locks.	1.00	Nos.		
2.	Providing and Placing in position back storage unit where size shall be 1804 Width x 450 Depth x 750 Height. Top shall be made up of PVC membrane pressed of 25 mm thick MDF - one side laminate board with 0.4 mm PVC membrane Pressed on to tops. The top shall be having duck nose and half round profile edges and top is made in only one finish which is European Ash.	1.00	Nos.		
3.	Providing and Placing high Back Chair with overall size of 76.1 cm W x 76.1 cm D x 112.7 – 130.2 cm H x 43.1 – 53.1 cm Seat Height. The seat is cushioned seat made of injection molded plastic outer and inner. Plastic inner is upholstered with leatherette and molded high resilience polyurethane foam of density 45±2 kg/m³, and hardness load of 16±2 kgf as per IS:7888 for 25% compression. Seat Size is 47.0 W cm x 48.0 D cm. The product shall be Greenguard UL, Greenpro CII, GRIHA and Indoor Advantage Gold and Bifma level 2 certified. The back is cushioned made of PU foam with insitu molded M.S. ERW round tube of size 1.9±0.03cm x 0.16±0.0128cm, upholstered with leatherette. The back size is 47.7 W cm x 76.4 D cm. The armrest top is molded from polyurethane and mounted on to a drop lift adjustable type tubular armrest support made of Ø3.81±0.03cm x 0.2±0.01cm thick M.S. ERW tube having chrome plated finish. The armrest is height adjustable up to 6.5±0.5 cm in 5 steps. The adjustable tilting mechanism is designed with following features : 360° revolving type, front-pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, tilt tension adjustment can be operated in seating position, 5-position tilt limiter giving option of variable tilt angle to the chair, Seat/back tilt ratio 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 6.0±0.5cm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 10.0±0.3cm. The pedestal is high pressure die cast polished aluminium and fitted with 5 nos. of twin wheel castors. The pedestal is 65.0±0.5cm pitch centre dia. (75.0±1.0cm with castors). 5 nos. of twin wheel castors are injection molded in plastic having 6.0±0.1cm wheel diameter and assembled to pedestal.	1.00	Nos.		

## HSIIDC

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
4.	Providing and Placing Visitors Chair with overall size of 60.9 W m x 64.2 D cm x 98.2 H cm x 44.8 Seat Height cm. The seat is cushioned seat made of injection molded plastic outer and inner. Plastic inner is upholstered with leatherette and molded high resilience polyurethane foam of density $45\pm 2$ kg/m <sup>3</sup> , and hardness load of $16\pm 2$ kgf as per IS:7888 for 25% compression. Seat Size is 47.0 W cm x 48.0 D cm. The back is cushioned made of PU foam with insitu molded M.S. ERW round tube of size $1.9\pm 0.03$ cm x $0.16\pm 0.0128$ cm, upholstered with leatherette. The back size is 47.7 W cm x 76.4 D cm. The tubular frame is cantilever type and made of $\varnothing 2.54\pm 0.03$ cm x $0.2\pm 0.016$ cm thick SS 202 tube. The back connected to frame through chrome plated high pressure die casted connector pipe.	2.00	Nos.		

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
5.	Providing and Placing in position high back chair where the cushioned seat assembly shall consists of seat outer (material-30% glass fiber nylon) and upholstered seat inner (material-polypropylene) with moulded polyurethane foam and polyster fabric. The product shall be Greenguard UL, Indoor advantage Gold, BIFMA Level 2 and GRIHA certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. The net back should made up of back outer (material-glass fiber filled nylon) and back inner (material-PP) and upholstered using polyester mesh fabric with high tenacity yarn. Size of back shall be (W)-46.5cm, (H)-60.0cm and size of seat shall be (W)-51.0cm x (D)-49.0cm. The supprot spine should made up of high pressure die cast polished aluminium. Armrest is having two adjustment, Height(6 plus /-0.5cm) and depth(6 plus /-0.5cm). Height adjustment shall be provided in aluminium structure of armrest which is connected to aluminium back spine and is operated with button. Armtop is made up of PU molded over plastic inner. The mechanism shall be Active BioSynchro Mechanism. The mechanism of chair shall have following features:360 degree revolving type, Seat/Back tilt ratio of 1:2, Active Bio-Synchro mechanism, 5 position tilt limiter giving option of variable tilt angle to the chair. Front-Pivot for tilt with feet resting on ground and continious lumber support should ensure more comfort. The mechanism housing should made up of HPDC Aluminium and black powder coated. The chair shall be provided with pneumatic height adjustment which shall have stroke of 10.0 plus /- 0.3 cm. The pedestal shall be made of die-cast polished aluminium. it shall be fitted with 5 nos twin wheel castor. The size of the pedestal shall be 65.0 plus /- 0.5 cm pitch-centre-dia (75.0 plus /- 1.0 cm with castors). The twin wheel castors shall be injection moulded in black polypropylene. The lumbar support assembly should consists of lumber spine (material-glass fiber filled nylon) which is fixed to Aluminium back spine. The neckrest assembly consists of upholstered neckrest inner (material-poly propylene) with moulded polyurethane foam and polyster fabric upholstered inner shall be fixed to neck rest cover. Neckrest shall be fixed to back assembly through neckrest spine. Overall dimensions of Chair shall be, Width of Chair - 75.0cm, Depth of Chair - 75.0 cm as measured from pedestal below. Height from ground - min 109.3 to max 124.4 cm. Seat height - min 45.5cm to max 55.5cm. Dimensions tolerance / variations shall be within plus /- 1 cm.	3.00	Nos.		

## HSI IDC

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
6.	Providing and Placing in position visitor chair where the cushioned seat assembly shall consists of seat outer (material-30% glass fiber nylon) and upholstered seat inner (material-polypropylene) with moulded polyurethane foam and polyester fabric. The product shall be Greenguard UL, Indoor advantage Gold, BIFMA Level 2 and GRIHA certified. The net back should made up of back outer(material-glass fiber filled nylon) and back inner(material-PP) and upholstered using polyester mesh fabric with high tenacity yarn. Size of back shall be (W)-46.5cm, (H)-60.0cm and size of seat shall be (W)-51.0cm x (D)-49.0cm. The supprot spine should made up of high pressure die cast polished aluminium. Armtop is made up of PU molded over plastic inner. The lumbar support assembly should consists of lumber spine(material-glass fiber filled nylon) which is fixed to Aluminium back spine. Overall dimensions of Chair shall be, Width of Chair - 70.5cm, Depth of Chair - 70.5 cm as measured from pedestal below. Height from ground - 99.0cm. Seat height -49.0cm. Dimensions tolerance / variations shall be within plus /- 1 cm.	5.00	Nos.		
7.	Recliner three seater ~Providing and Placing in position recliner where the overall size of 3 Seater should be : Width : 197cm Depth : 74cm Height : 100cm Seating Height : 44cm and 1 str overall size should be Width : 83cm Depth : 74cm Height : 100cm Seating Height : 44cm. Stitching thread : nylon 40 tktpitch: gap 2 mm from border plus pitch 6 per inch full pu leatherette. Frame material should be made of rubberwood. Moisture content should be in the range of 12 – 14 %, Seat foam with 24 density foam plus pocket spring (49 nos. of dia 50 mm / seat) spring rod dia =1.6 mm plus 24 density foam. Back foam: (density, type) :24 density foam plus polyester fabric (recron). Armrest foam: (density, type) :24 density foam. Smooth reclining mechanism for noiseless and effortless reclining at any angle. <ul style="list-style-type: none"> <li>• It should have side pocket to store book or magazine in a convenient easy-to-reach for comfy reading.</li> <li>• Synthetic leather upholstered, this durable exterior has a superior smooth finish with symmetrical stitching lines for enhanced aesthetics.</li> <li>• A soft foam seat and conjugated fibre filler in both arms and backrest provide a relaxed cushioned feeling.</li> <li>• Comes with an integrated coffee table and backrest.</li> </ul>	1.00	Nos.		

## HSIIDC

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
8.	<p>Recliner one seater - `Providing and Placing in position recliner where the overall size of 3 Seater should be : Width : 197cm Depth : 74cm Height : 100cm Seating Height : 44cm and 1 str overall size should be Width : 83cm Depth : 74cm Height : 100cm Seating Height : 44cm. Stitching thread : nylon 40 tktpitch: gap 2 mm from border plus pitch 6 per inch full pu leatherette. Frame material should be made of rubberwood. Moisture content should be in the range of 12 – 14 %, Seat foam with 24 density foam plus pocket spring (49 nos. of dia 50 mm / seat) spring rod dia =1.6 mm plus 24 density foam. Back foam: (density, type) :24 density foam plus polyester fabric (recron). Armrest foam: (density, type) :24 density foam. Smooth reclining mechanism for noiseless and effortless reclining at any angle.</p> <ul style="list-style-type: none"> <li>• It should have side pocket to store book or magazine in a convenient easy-to-reach for comfy reading.</li> <li>• Synthetic leather upholstered, this durable exterior has a superior smooth finish with symmetrical stitching lines for enhanced aesthetics.</li> <li>• A soft foam seat and conjugated fibre filler in both arms and backrest provide a relaxed cushioned feeling.</li> <li>• Comes with an integrated coffee table and backrest.`</li> </ul>	2.00	Nos.		



Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
9.	<p>Providing and Placing in position Semi-Fowler Bed with overall dimension: (L) 2138 x (W) 908 x (H) 559mm. Functions : Two function bed with adjustable backrest 70deg and upper leg rest 24degree. Head board and foot board : 25.4 mm dia 1.2 mm thick ss202 made tube with 18 mm thick PLT board. Bed frame should be made of MS ERW rectangular section tube of size 30mmx60mm of 1.6mm thick. It has provision of 4 IV pole holders. It is strengthened by rectangular tube section of size 60mmx30 mm having 1.6 mm thickness leg. Under Structure : ERW round tubes used with thickness of 1.2mm with section 31.75 mm dia. OEM should compliant with ISO 13485: 2016, OHSAS 1800, CE certification and US FDA registration.</p> <p>Lying surface should be made of MS ERW of thickness of 1.0 mm thick. This lying surface have 4 sections for bed profiling i.e. back adjustment, fixed pelvic section, upper and lower leg adjustment. Lower leg rest section is Provisionided with Ratchet for leg rest adjustment. Mattress platform is strengthened by tubular frame of size 25.4mm dia x 1.2mm thickness. It is strengthened by trapezoidal contour (rounded corner) 16 nos, embossed cut out. All metal components are pre treated with zinc phosphating and then powder coated with epoxy polyester powder coating. Mechanism All functions are operated with lead screw mechanism, ACME threaded EN8 made 6mm pitch for easy in movement.</p> <p>Castors : High endurance, metal castors of 125mm dia having Provisionision for diagonal locking with stem dia 22mm should be Provisionided for better stability Powder coating :Anti rust, thermosetting epoxy polyester powder coating should be used. All powder coating is in Ral White. Maximum weight :Maximum safe working load is 135 kg.</p> <p>Handle : All the functions are operated with the help of single ergonomically handle, which are made of metal inserted PP copolymer, it's lever is snap locked when not in use. All the handles are provided with operating guidance stickers. To ensure good quality welding ``Co2 Argon`` process is adhered to.</p> <p>All metal components are pretreated with zinc phosphating in 7 tank process and then coated with epoxy polyester powder coating. Goods are supplied in knocked down construction to reduce carbon emission. In house test report : proof loading test , cycle tests , impact test, horizontal and vertical load tests for side rails, salt spray test, castor break test, pull test for head and foot board.`</p>	2.00	Nos.		
10.	<p>Providing and placing 2 section mattress where overall size shall be 1965 L mm x 830 mm W with 100 mm thickness. Foam density shall be 40 plus /- 2 Kg/cubic metre. Hardness shall be 45 plus /- 2 Kg for 25% compression. OEM should compliant with ISO 13485: 2016, OHSAS 1800, CE certification and US FDA registration. Upholstery should be fire retardant and antimicrobial painted to prevent bacterial growth. Goods should be supplied in knocked down construction to reduce carbon emission.</p>	2.00	Nos.		

## HSIIDC

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
11.	Providing and placing bedside locker unit with overall dimensions of 400W x 420 D x 840mm H. The Locker should have one drawer unit and one cabinet unit fitted with Cam lock. OEM should compliant with ISO 13485: 2016, OHSAS 1800, CE certification and US FDA registration. Gap should be provided between the drawer and Cabinet unit for storage. The locker top should be of 0.8mm thick SS 304 Grade sheet. The SS sheet is finished in buff-Matt finish. The top has raised border of 10mm height on three sides. Drawer of 1 mm thick CRCA sheet. It is fitted with ball slides for smooth drawer movement. It is Provided with recess to serve as handle. It is fitted with lock. Cabinet 1 mm thick CRCA sheet. It is fitted with hinge door and lock. The door should have louvers for ventilation. It is Provisionided with recess to serve as handle. Back of the locker Provided with vertical spacer made of nylon.it has uniformly distributed total load bearing capacity of 20 kg.it should ensure good quality welding `Co2 Argon` process is adhered to. All metal components are pre treated with zinc phosphating in 7 tank process and then powder coated with epoxy polyester powder coating. Goods are supplied in knocked down construction to reduce carbon emission.	2.00	Nos.		
12.	Providing and placing height adjustable stool with overall sizes i.e. Diagonal Leg Dia 538 mm, H470 min-655max. Top plate made of SS 304 made sheet with spin section of thickness 1mm and non corrosive. OEM should compliant with ISO 13485: 2016, OHSAS 1800, CE certification and US FDA registration. It has a diameter of 305mm, seat base made of MS ring and rectangular tube. EN8 Screw having dia of 22 mm is used for height adjustment of the seat base. The round hub made of MS ERW tube having dia of 38mm and thickness 2 mm. The Hub is welded with the legs and it accommodate and cover the lead screw mechanism. The under-structure consist of 4 legs made up of MS ERW tube of diameter 25.4 mm and 1.6mm thick. The press formed pipe leg give a round and clean look. All the legs is Provided with 4 nos of Nylon-6 bush. All metal components are pre treated with zinc phosphating in 7 tank process and then powder coated with epoxy polyester powder coating. Safe working load is 135kg.	5.00	Nos.		

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
13.	<p>Providing and placing in position in position modular storage where one main unit size shall be 900Wx450Dx1950H having 2 doors of 450mm each. The addon units are stack widthwise to form a row of storages. 2 aisle units 900W shall be supplied with doors and 2 middle units 900W shall be supplied without doors. The product shall be Greenguard UL, Indoor advantage Gold certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name.</p> <p>Construction and Material :- Made from 0.6mm Thick CRCA (D Grade, IS-513) Soft closing Hinge. Shelves are 12 bend panel made of .7mm thick CRCA. Each shelve has maximum load capacity of 55KG UDL in 900W unit.</p> <p>Door Construction and Material - Made of 18mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990 Soft closing Hinge. Handle:-Asthetically appealing handle made of Aluminium. Lipping:- Lipping 2mm Thk on all edges. Lock Options:- Cam Lock with 3 Way locking provision.</p> <ul style="list-style-type: none"> <li>- Click action mechanism.</li> <li>- Key removable in locked and unlocked positions.</li> <li>- Zinc alloy die cast housing.</li> </ul> <p>Legs fitted with screw type levellor. Finish:- Epoxy Polyester Powder coated to the thickness of 50 microns ( plus +/-10 micron).`</p>	4.00	Nos.		
14.	<p>Providing and Placing in position main table without CPU Hanger size 1350 Width mm x 750 Depth mm x 728 Height mm. The product shall be Greenguard UL, GRIHA and Indoor Advantage Gold certified. Top shall be 18 mm thick Pre laminated particle board all work surface edges shall be having duly sealed with 2 mm thick PVC edgebanding. Understructure : The Rectangular frame shall be fabricated component in 1.2 mm thick CRCA , Finish : powder Coat( epoxy polyster) . Leg shall be fabricated component in 38 mm x 25 mm 1.2 mm thick MS ERW Tube, finish powder coat (epoxy polyster). The pedestal handle shall be of injection moulded polypropylene and leveler glide for leg shall be nylon 6 and MS bolt. The pedestal storage shall be having shell and drawer tray 0.6 mm and 0.5 mm respectively thick CRCA Finish powder coat (epoxy polyster) plus the drawer front shall be 0.6 mm thick CRCA Finish powder coat (epoxy polyster) plus lock with 10 lever and handle and leveller. The wire management shall be horizontal wire carrier 0.7 mm thick CRCA Finish powder coat (epoxy polyster) and vertical wire carrier 0.8 mm thick CRCA Finish powder coat (epoxy polyster).</p>	1.00	Nos.		

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
15.	<p>Providing and placing in position examination couch with overall dimension 1975 mm (L) x 560 mm (W) x 805 mm (H). Examination couch with three drawers with three cabinets, inbuilt step stool and BP tray holder. the base frame is made of 30 mm x 30 mm X 1.6 thick ERW tube. OEM should compliant with ISO 13485: 2016, OHSAS 1800, CE certification and US FDA registration.</p> <p>The cabinets is made of 1 mm thick CRCA sheet with recessed plastic handles and with lock and plastic door latch. the hinges of the cabinet are made of sheet metal and pin arrangement. The internal dimension of the two side cabinets are 422 mm (W) x 455 mm (D) x 540 mm (H).</p> <p>The storage cabinet unit is mount tubular base frame. The head rest is adjustable on gas spring which is actuated with C shaped handle lever .</p> <p>The drawers is made of 1 mm thick CRCA sheet with recessed plastic handles and work on double extension ball slides for smooth glide. the internal dimension of the drawer are 330 mm (W) x 427 mm (D) x 92 mm (H)</p> <p>The mattress platform is 65 mm thick which is made of 12 mm thick ply and PU foam and covered with Leatherite cover. The cover is water resistant, fire retardant, anti microbial. The end of the top mattress surface is tapered end edge for ergonomic benefit.</p> <p>There is ss304 made tissue roll holder present on the lower side of the back rest and 1 mm thick CRCA made step stool with levler.</p> <p>There is 1 mm thick CRCA made BP apparatus holder which has adjustable in height on a SS made height adjustable rod. Total load bearing capacity of 135 kg.</p> <p>The examination couch should be Provision with six numbers levelers made of metal and plastic for adjustment on the uneven floor. All the metal parts should be pre treated and powder coated with epoxy polyester powder coating.</p>	1.00	Nos.		
16.	<p>Providing and placing in position with overall Dimensions of one 600W Main unit shall be 600 mm W x 326 mm D x 785 mm H. One 600W addon units are also stack widthwise to form a row of storages. The Construction shall be aesthetically appealing completely knock down construction made from 0.6 mm thk. CRCA as per IS - 513. Horizontal stiffener shall be made from 1.2 mm thk. CRCA as per IS - 513 . The doors shall be made from 18 mm thk. interior grade pre-laminated board as per IS - 12823 or 18 mm thk Plain particle board as per IS -3087 with 0.6 thk. with 0.6 mm thick decorative laminate and 0.6 mm thk. backing laminate as per IS - 2046 on either side . All edges shall be duly sealed with 2 mm thk. PVC edge banding. Two door with single lock on RH door. Locking shall be 10 lever cam lock lever at the bottom of the door. Shelving shall be Heightwise adjustable shelf 1 no. Uniformly distributed load capacity of 25 Kg UDL. The finish shall be Epoxy powder coated to the thickness of 50 microns.</p>	1.00	Nos.		

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				In figures	In words
17.	<p>Providing and placing in position modular storage where one main unit size shall be 900Wx450Dx1950H having 2 doors of 450mm each. One 900W addon units should also stack widthwise to form a row of storages. The product shall be Greenguard UL, Indoor advantage Gold certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name.</p> <p>Construction and Material :- Made from 0.6mm Thick CRCA (D Grade, IS-513) Soft closing Hinge. Shelves are 12 bend panel made of .7mm thick CRCA. Each shelve has maximum load capacity of 55KG UDL in 900W unit.</p> <p>Door Construction and Material - Made of 18mm Thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990. Soft closing Hinge.</p> <p>Handle:-Asthetically appealing handle made of Aluminium. Lipping:- Lipping 2mm Thk on all edges.</p> <p>Lock Options:- Cam Lock with 3 Way locking provision.</p> <ul style="list-style-type: none"> <li>- Click action mechanism.</li> <li>- Key removable in locked and unlocked positions.</li> <li>- Zinc alloy die cast housing.</li> </ul> <p>Legs fitted with screw type levellor. Finish:- Epoxy Polyester Powder coated to the thickness of 50 microns ( plus +/-10 micron).`</p>	2.00	Nos.		
18.	<p>Providing and Placing in position 3 seater sofa with overall dimensions of Width 2050mm x Depth 840mm and Height : 760mm. Seat and back should be upholstered with Composite Leather. Pure Leather at touch points - seat and backrest and Syn Lth at non touch point matching with the pure leather.</p> <ul style="list-style-type: none"> <li>• Leather Type : Pigmented, • Syn Leather : PVC. • Thickness of upholstery should be Leather : 1 mm and Syn Lth : 1 mm in Cherry shade.</li> <li>• Frame material should be Solid wood frame with ply wood cross section Moisture Content : 12%..</li> <li>• Foam Density : Seat : 28 kg/ cubic meter. • Webbing : S spring. Legs should be made of Rubber wood. `</li> </ul>	1.00	Nos.		
19.	<p>Providing and Placing in position 1 seater sofa with overall dimensions of Width 1060mm x Depth 840mm and Height : 760mm. Seat and back should be upholstered with Composite Leather. Pure Leather at touch points - seat and backrest and Syn Lth at non touch point matching with the pure leather.</p> <ul style="list-style-type: none"> <li>• Leather Type : Pigmented, • Syn Leather : PVC. • Thickness of upholstery should be Leather : 1 mm and Syn Lth : 1 mm in Cherry shade.</li> <li>• Frame material should be Solid wood frame with ply wood cross section Moisture Content : 12%.</li> <li>• Foam Density : Seat : 28 kg/ cubic meter. • Webbing : S spring. Legs should be made of Rubber wood. `</li> </ul>	2.00	Nos.		
20.	<p>Providing and placing in position wooden centre table wth Primary Material - Plywood, Finish Color - Walnut and Net Weight (kg) - 12. Maximum Load Capacity (kg)should be 30.</p> <p>Style - Contemporary and Modern Sophisticated Walnut colour, neat corners, and curved legs add an ethnic charm to spaces. Sturdy durable rubber wood understructure with high density premium finish plywood table top.`</p>	2.00	Nos.		

## HSI IDC

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
21.	Providing and placing modular metal storage unit wher main unit 450W size shall 45cm x 45cm x 202.5cm. Aesthetically appealing plain, made from combination of dent resistance 0.5mm and CRCA 0.8mm hanging rod made of 1.0mm thk MS ERW oblong tube. Legs are fitted with screw type leveler. The product shall be GreenPro certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. Construction:completely knock down. Finish : All MS sheetmetal and metal frame components are powder coated with epoxy polyster powder to the thickness of 50-60 microns. Aesthetically appealing doors compositely made from MDF, honeycomb and decorative laminated with wooden design finish on both sides. All the edges are edge banded with 2mm thick PVC lipping. Finish : decorative laminate of suede finish options. High quality hardware shall be used like screw, washer, lock, door hinges, bumpers etc`	27.00	Nos.		
22.	Providing and placing in position table with the overall dimensions shall be 1500 x 750 x 750mm. Table top shall be made from 25mm thick MDF OSR board with membrane coating on top side. The product shall be GreenGuard UL certified. Legs are made by welding the combination of MS ERW round tube of dimater 63.5mm x 2mm thick. Flanges of 1.6mm thick CRCA and 1.2mm thick. Insde platew are made from HR 5mm thick sheet. Assembly is epoxy polyester powder coated. Table top folds upside at offset center pivot provided on support bracket which is Aluminium alloy pressure die cast part coated with epoxy olyester powder caoted min. 40 microns. Table top connected with spring loaded mechanism with membranell handle made of snadwich tubes of MS ERW 1.2mm thick and 1.6mm thick tubes. Coated with epoxy polyester powder coated min. 40 microns. Legs are provided with casters of 65mm diameter loackable type for ease of movement and can be locked when required at any position.	1.00	Nos.		



Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
23.	<p>Providing and placing in position chair with arm where the seat and back are made up of injection moulded high impact strength polypropylene polymer with indoor grade UV resistance. The product shall be Greenguard Gold UL, Green Pro CII, Indoor Advantage Gold and GRIHA certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name.</p> <p>The dimensions of Back shall be 51.6cm. (W) X 40.5cm. (H) and of seat shall be 52.5cm. (W) X 53.2cm. (D). The powder-coated (DFT 40-60 microns ) frame structure shall be made of 3.5±0.03cm x 1.5±0.03cm x 0.16±0.0128cm thk M.S. E.R.W. tube and welded connecting tube made of dia 2.22±0.03cm x 0.16±0.0128cm thk M.S. E.R.W. SQUARE tube to form the Mainframe assembly. The armrest are made of high impact strength polypropylene polymer compound with indoor grade UV resistance and assembled over tubular frame. The shoes are made of high impact strength polypropylene polymer compound with indoor grade UV resistance and pressed fitted with tubular frame. The 'L' shape desklet is madeup of 1.8 plus /-0.05cm thk pre laminated particle board with 0.2 plus /-0.05cm thk injectio moulded polypropylene all around. Desklet has front and back adjustment of 4.4cm plus /-0.5 cm. The outer dimensions of desklet are 31.5 plus /-0.1cm (W) x 47.0 plus /-0.1 cm (D).</p>	50.00	Nos.		
24.	<p>Providing and Placing in position 2 seater sofa with the overall dimensions of the sofa shall be 1452W x 901D x 847H. The seat should be made of PU foam with Density 28 ± 2 kg/cu. mtr having an additional top layer of supersoft PU foam with Density 32 ± 2 kg/cu. Seat should be upholstered with leatherette. 2) BACK FOAM: The back should be made of PU foam with Density 28 ± 2 kg/cu. mtr with two additional top layer of supersoft foam of density 32±2 kg/cu. mtr, upholstered with leatherette. Understructure should be made up of 1.2±0.1 cm. thick hot pressed plywood (which also shall be resistance and termite proof as per IS:303.) and pinewood of cross section deviod of major knots and surface defects 6 nos. per seat and 3.8mm dia zigzag spring assembly is mounted over understrucrure for cushioning effect. Leg Assembly : It should be a welded assembly made in Stainless steel (grade SS 202) tube and plate with plastic endcap.</p>	1.00	Nos.		
25.	<p>Providing and placing wooden center table with overall size : (Width) 119.9cm, (Depth) : 59.9cm and (Height) : 45cm. Primary Material of the table should be Plywood and rubberwood with Walnut finish. Maximum Load Capacity should be 50kg. Vintage era inspired colour and design, with curved legs and a walnut finish, that adds a classic charm to the space. • Made of high-density plywood and a rubber wood underframe, this clean design free of unnecessary details makes it easy to maintain. Table top should be 24mm thick surface.</p>	3.00	Nos.		

## HSIIDC

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
26.	Providing and placing in position overhead storage unit with overall Dimensions of one 600W Main unit shall be 600 mm W x 326 mm D x 785 mm H. The addon units are stack widthwise to form a row of storages. The Construction shall be aesthetically appealing completely knock down construction made from 0.6 mm thk. CRCA as per IS - 513. Horizontal stiffener shall be made from 1.2 mm thk. CRCA as per IS - 513 . The doors shall be made from 18 mm thk. interior grade pre-laminated board as per IS - 12823 or 18 mm thk Plain particle board as per IS -3087 with 0.6 thk. with 0.6 mm thick decorative laminate and 0.6 mm thk. backing laminate as per IS - 2046 on either side . All edges shall be duly sealed with 2 mm thk. PVC edge banding. Two door with single lock on RH door. Locking shall be 10 lever cam lock lever at the bottom of the door. Shelving shall be Heightwise adjustable shelf 1 no. Uniformly distributed load capacity of 25 Kg UDL. The finish shall be Epoxy powder coated to the thickness of 50 microns.	4.00	Nos.		
27.	Providing and placing in position main table with overall size of table 1650 x 1650 x 750mm. The product shall be Greenguard UL, Green Pro, GRIHA and Indoor Advantage Gold certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. The main table shall be of size 1650 x 750 x 750mm. The side unit shall be 900 x 500 x 750mm. The table is made of 25 mm thick MDF – one side pre-laminate board confirming to IS-14587:1998 with 0.4 mm PVC membrane pressed on to top. Soft closing access flap within-build power box are provided on work surface for wire management. The ERU top is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The understructure is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade edge banded with matching 2 mm thick PVC lipping. The pedestal is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade edge banded with matching 2 mm thick PVC lipping. Drawer fronts made of 25 mm thick MDF one side pre-laminate board with 0.4 mm PVC membrane pressed on to top pedestal construction is BOX-BOX-FILE type which uses powder coated 400 MM long metal Panel Drawer Slides. Drawer extension is 325 MM. Drawers have a soft closing and anti slam mechanism. Handles are provided for ease of opening. Pedestals are provided with lock for security.	3.00	Nos.		

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				In figures	In words
28.	Providing and Placing in position high back chair with overall size of 76.1cm x 76.1cm x (113.6-131.1cm) Height. The product shall be Greenguard UL, Green Pro, GRIHA and Indoor Advantage Gold and BIFMA Level2 certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. The seat height shall be 44.5cm-54.5cm. The cushioned seat and back is made of injection moulded Plastic outer and Inner. Plaster inner is upholstered with stitched cover and moulded high Resilience Polyurethane foam of density 45kg per meter cube. The stitched cover is made from spacer fabric and leatherette. Seat size shall be 47cm x 48cm. The Back size shall be 45cm x 75.5cm. The armrests top is moulded from PU and mounted on to a drop lift adjustment type tubular armrest support made of 3.8cm diameter x 0.2cm thick MS ERW tube. The armrest height is adjustable upto 6.5cm in 5 steps. The armrest structure is powder coated upto 40-60 microns. It shall have active bio synchro mechanism with features like 360 degree revolving, front pivot tilt mechanism, tilt tension adjustment, 5-position tilt limiter, etc.. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is 6cm. It shall also have adjustable back support. Back frame is connected to Up/Down mechanism housed in plastic T spine. It can be adjusted fro 7.2cm for comfortable back support to suit individual need. The pneumatic height adjustment has an stroke of 10cm. The pedestal is injection moulded in black 33 % glass filled Nylon 66 and fitted with 5 nos. of twin wheel castors. The pedestal is 66cm pitch center dia.	2.00	Nos.		
29.	Providing and Placing in position visitors chair with overall size of the chair shall be 60.9cm x 64.3cm x 99.6cm. The product shall be Greenguard UL, Green Pro, GRIHA and Indoor Advantage Gold and BIFMA Level2 certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. The seat height shall be 44.8cm. The cushioned seat and back is made of injection moulded Plastic outer and Inner. Plaster inner is upholstered with stitched cover and moulded high Resilience Polyurethane foam of density 45kg per meter cube. The stitched cover is made from spacer fabric and leatherette. Seat size shall be 47cm x 48cm. The Back size shall be 45cm x 60.5cm. The armrests top is moulded from PU and mounted on to a drop lift adjustment type tubular armrest support made of 3.8cm diameter x 0.2cm thick MS ERW tube. The tubular frame shall be powder coated DFT 40-60 microns and is cantilever type and made of 2.54cm X 0.2cm thick MS ERW tube. The back is connect to frame through powder coated high pressure die cast connector piece.	4.00	Nos.		

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				In figures	In words
30.	Providing and Placing in position low height storage unit in knockdown construction of 25mm thk and 18mm thk Pre-Laminated boards with metal cladding of 0.8mm thk C.R.C.A (as per IS:513) from outside. The product shall be Green Pro, Indoor advantage Gold and GRIHA certified. Side metal cladding should be coated with Epoxy polyester powder of 50±10 microns thickness. Wooden top should be made of 25mm thick Pre-laminated board. The doors are made of 18mm thk Pre-laminated boards with decorative laminate on one side and backing laminate on the other side. Height wise adjustable shelf mounting holes provided on side panels for easy interchange of shelf height as required. Uniformly distributed load capacity for each shelf will be 40Kg maximum. The skirting units should be provided with 150mm high skirting made of 0.8mm thick C.R.C.A (as per IS: 513) which is coated with Epoxy Polyester powder of 50±10 microns thickness. Screw type adjustable leveler with plastic base is to be provided for vertical adjustment for floor unevenness and leveling of units. Back panels should be made of 18mm thick Pre-Laminated boards with options of Decorative laminate as well as Fabric finishes. It shall consist of single back panel. 3-way nickel plated wooden furniture lock to be provided for effective and positive locking of doors. Aesthetically appealing recessed handles of Aluminium extrusion should be provided for easy opening and closing.	3.00	Nos.		
31.	Providing and Placing in position 2 seater sofa with overall dimensions shall be 1452W x 901D x 847H. The seat should be made of PU foam with Density 28 ± 2 kg/cu. mtr having an additional top layer of supersoft PU foam with Density 32 ± 2 kg/cu. Seat should be upholstered with leatherette. 2) BACK FOAM: The back should be made of PU foam with Density 28 ± 2 kg/cu. mtr with two additional top layer of supersoft foam of density 32±2 kg/cu. mtr, upholstered with leatherette. Understructure should be made up of 1.2±0.1 cm. thick hot pressed plywood (which also shall be resistance and termite proof as per IS:303.) and pinewood of cross section devoid of major knots and surface defects 6 nos. per seat and 3.8mm dia. zigzag spring assembly is mounted over understructure for cushioning effect. Leg Assembly : It should be a welded assembly made in Stainless steel (grade SS 202) tube and plate with plastic endcap. The Bidder/OEM shall be ISO 9001, ISO 14001, ISO 45001, Greenguard UL, BIFMA level 2, Indoor Advantage Gold certified and BIFMA membership for minimum 12 years. In case of Contractor or Authorized Dealer, Completion certificates of execution of similar works by OEM/manufacturers (as per approved list) and other credentials are also valid for similar work experience provided a consent letter is given along with OEM authorization certificate.	2.00	Nos.		
32.	Providing and placing in position wooden corner table with overall size of Width : 60cm, Depth : 60cm Height : 49.8cm. Construction should be in Knock down. Finish : All 18 mm prelaminated particle board panels are Noce Versailles with walnut edge band. PU lamination is high gloss in Ecru shade.	1.00	Nos.		

## HSIIDC

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				In figures	In words
33.	Providing and Placing in position Reading Tables where worktop shall be made of 25MM thick Pre-Laminated Board conforming to IS: 12823. All the edges of work surface shall be provided with machine pressed 2 mm thick PVC lipping glued with hot melt EVA glue. The product shall be GreenGuard by UL, Green Pro, BIFMA Level 2 certified, Indoor Advantage GOLD and GRIHA Certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. Understructure : Legs shall be fabricated by Argo Shield welding MS ERW Tube 50 mm x 25 mm x 1.2mm thk, 40 mm x 20mm x 1.2 mm thk with the base of the MS tube, fitted with a Glide plate 5mm thk HR over which shall be a straight M8 leveler, fitted with bottom translucent cap, which shall allow for adjustment of the height by 50mm. Support brackets 3 mm thk HR shall be welded on top side of Leg for fixing top.The slanted legs shall be connected to the understructure with the help of PDC Connectors to provide a stable and sturdy base for the worktops. Cross members shall be made from 50 mm x 25 mm x 1.2mm thk MS ERW Tube. Cross members shall be assembled by friction fit PDC joinery and Grub screws. All cross members shall be mounted at a distance of 165 mm from worktop sides. Cross connectors shall be fabricated by Argoshield welding 3mm thk HR plate at ends.	1.00	Nos.		
34.	Providing and placing in position multipurpose chair where the seat and Back are made up of injection moulded high impact strength PolyPropylene polymer compound with indoor grade UV resistance. Product shall be Greenguard Gold, Green Pro, Indoor advantage gold, GRIHA and SVAGRIHA and BIFMA level 2 certified. Seat size shall be 52.5cm x 53.2cm. Back size shall be 51.6cm x 40.5cm. The tubular welded frame is made of dia. 2.22cm x 0.12cm and 3.5cm x 1.5cm x 0.12cm stainless steel 202 grade tube. The rubes are buff polished to give shiny finish. The shoes and Amrest are made of high impacy strength PolyPropylene polyemr compound with indoor grade UV resistance and pressed and press fitted with tubular frame. The overall dimensions of the chair shall be 52.4cm x 55.8cm x 84.5cm. The seating height shall be 45.0cm.	6.00	Nos.		



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				In figures	In words
35.	<p>Providing and placing in position double Body Book Rack. Overall size of bookrack shall be 1200W x 300D x 2078H mm.</p> <p>Body : A. Side panels, Frame and Cross L bracket shall be made using 0.8 mm CRCA (IS:513). B. The assembly shall consists of 2 tie rods, 4 fixing bracket sand 2 turnbuckles in each body. The tie rods shall be fixed in a shape of 'X' The tie rods shall be made of 4mm diameter rods of MS while fixing brackets shall made of 2mm thick. CRCA IS:513 Grade. C. C. Provision of optional extra wooden panel shall be of 25mm thk PLT, E1-P2 grade board for PLT to be added on both sides if required on additional extra cost. Edges shall be provided with machine pressed 2 mm thick PVC lipping glued with hot melt EVA glue.</p> <p>Understructure : A. It shall be made of 0.8m CRCA (IS:513). B. Sizes of under structure for Double body : 1200W x 595D x 80H. Shelves : A. Shelves used shall be 10 bend panel made of 0.8mm CRCA (IS:513). B. Shelf panels shall be placed on shelf support and then fixed using nutand bolts from below. C. It shall consists of 6 loading levels formed by 5 no of adjusted shelf for each main and add on unit. D. Uniformly Distributed Load Capacity shall be per each shelf is 80 Kg maximum. Construction shall be Completely Knock down. All MS sheet metal and metal frame components shall be powder coated with epoxy polyester powder to the min thickness of min 45microns. Stackability : The add-on units shall be be stacked width wise to form a bank of racks. Shelves back stiffener: At the rear side of the shelves back stiffeners shall be provided. These shall be act as separators made of 0.8mm THK CRCA (IS:513). Label Holder: It shall be an aluminum extrusion of length 296mm for single body bookrack, fitted on to front of body. The Paper shall be 300GSM matt finish, to be inserted into the aluminum extrusion. The length of paper shall be 296mm.'</p>	2.00	Nos.		
36.	<p>Providing and Placing in position round table with overall size of 900mm Dia X 700mm (H). WORKTOP shall be made of 25mm MDF OSR with pu matt finish on top side. Hardness on top surface should be 2H.</p> <p>Understructure should consists of an InnerTube Assembly with Top Plate for Worktop Mounting and an Outer Tube Assembly with Round bottom plate. The Inner and Outer Tube Assemblies are telescopically connected. The Top Plate is made of 5mm thk HOT ROLLED Steel Plates (HR) (As per IS:2062) and the bottom plate is made of 8mm thk HOT ROLLED Steel Plates (HR) (As per IS:2062). The Inner Tube Assembly is made of 082.5 x 2thk ROUND ELECTRIC RESISTANCE WELDED Tubes (ERW)(As per IS:7138) and 8mm thk HOT ROLLED Steel Plates (HR) (As per IS:2062) welded together using TUNGSTEN INERT GAS Welding. The Outer Tube Assembly is made of 0.89 x 2.5 thk and ROUND ELECTRIC RESISTANCE WELDED Tubes (ERW) (As per IS:7138) and 8mm thk HOT ROLLED Steel Plates (HR) (As per IS:2062) welded together using TUNGSTEN INERT GAS Welding. The whole structure is EPDXY POLYESTER Powder Coated (DFT 40-60 microns). The product has a knock-down construction. It is assembled using alloy steel hardware (blackened and coated with rust preventive oil).</p>	1.00	Nos.		



## HSIIDC

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				In figures	In words
37.	Providing and placing in position lounge chair with overall size of 635 mm (W) x 630 mm (D) x 800 mm (H) and seat height of 455mm. The seat-back shall be made of 15mm plywood (as per IS:503) panels connected using brackets made from 3mm hot rolled steel plates (as per IS:2062) powder coated in epoxy polyester (DFT 40-60 microns), 25mm PU slab-stock foam is pasted onto the both sides of the shell and pinched together to achieve the radius along the periphery. The seat cushion is made using 50mm PU slab-stock foam and upholstered in leatherette. The understructure is made of FSC-certified seasoned teakwood finished with clear matt coat of PU lacquer. Shell is fitted to the understructure using alloy-steel hardware (blackened and coated with rust preventive oil).	4.00	Nos.		
38.	Providing and placing in position 6 seater dining table with overall size of Length : 150cm Width : 90cm Height :75.7cm TABLE MATERIALS and SIZE :TOP shall be made of 19mm MDF board with okume veneer,Color : Brown Black. LEGS: 720 x 103 x 20 solid wood , Color : Brown Black.	1.00	Nos.		
39.	Providing and placing in position dining chair made of rubberwood in dark coffee colour. Cushioned seat and back upholstery with PVC in beige shade. Overall dimensions of the chair should be 42x92.3x55.6cm and should be supplied in knock-down condition.	6.00	Nos.		
40.	Providing and placing in position free standing drawer storage unit with castors with overall dimensions shall be 390mm(W)x440mm(D)x646mm(H). The construction and material used shall be welded assembled, 0.8 mm thick CRCA for body shell, drawer front and tray, front side stiffener, rear side stiffener and 1.2 mm thick CRCA Top stiffener and Bottom stiffener. The product shall be GreenGuard UL certified. The drawer fronts shall be metal front straight edge. Locking shall be 10 lever cam lock and Central RH locking with actuator and lock channel mechanism for box-box-file Pedestal. The top panel shall be metal straight edge top. Castor should be swiveling non - lockable castors mounted below the body shell for free standing full height mobile pedestal and M8 Leveling stud for free standing pedestal . The anti-tipping mechanism shall have fifth roller arrangement mounted below file drawer to avoid toppling of unit when file drawer is pulled out. Partition in drawer shall be 1 no. Partition in box drawers with lock mounted. Plastic pencil tray shall be optional accessory. Finish shall be epoxy polyester powder coated to the thickness of 50 microns. Application shall be suitable for pushing below work surface which has got a clear height of 725 mm from below. For drawer pulling side wise tapered recess provided in shell behind drawer fronts..	27.00	Nos.		
41.	Providing and placing chair with overall weight of 21 (kg). Seat and Back should be leatherette upholstery. Overall Dimensions should be W x H x D (cm):- 60 x 78 x 43.5 and Seat Height (cm):- 47.5. Finish Color should be Peanut and Contemporary and Modern style.	34.00	Nos.		

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
42.	Providing and placing in position wooden centre table with overall size of Width : 120cm Depth : 60cm Height : 36.7cm. Materials : All carcass panel are made of 18 mm prelaminated particle board with edge banding 1.5 mm thickness. Drawer bottom is made of .9 mm thick prelaminated particle board. Drawer front is made of 18 mm thick PU painted MDF. Legs : Rubber wood. Hardware : Hettich. Construction : Knock down. Finish : All 18 mm prelaminated particle board panels are Noce Versailles with walnut edge band. PU lamination is high gloss in Ecu shade..	15.00	Nos.		
43.	Providing and placing in position 2 door wardrobe with overall size including top cornice : Width - 946.0 mm Depth - 598.0 mm Height - 1941.0 mm. Material : Body panels are made of 18 mm thick Prelaminated Particle Board. All the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Door are made of 18 mm thick Prelaminated Particle board with all the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Side panel are made of 18 mm thick Prelaminated Particle board with all the exposed edges are edge banded with 0.8 mm thick PVC edge banding and with imported H.D.F. foil wrapped decorative trim fixed on to it. Drawer components are made of 18 mm thick Prelaminated Particle Board. All the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Body back and drawer bottom are made of 8 mm thick Prelaminated particle board. Top cornice is made of imported H.D.F. foil wrapped decorative Trim. Hardware : The high quality hardware used like Roller slides, Hinges, minifix, wooden dowels is of make Hettich. Lock used for main door is 3 way lock and lock used for drawer is cam lock Construction : Knock Down construction. Finish :. 18 mm thick Prelaminated Particle Board is in Walnut shade..	4.00	Nos.		
44.	Providing and placing in position double bed king size shall have an overall size of Dimensions (in cm) W x H x D (cm) 187.5 x 108.2 x 207.1. The product shall be Green Pro certified. It shall have pull-out Storage mechanism from the tail side. Finish Color shall be in brown. Primary Material shall be engineered Wood and Primary Material Subtype shall be particle Board. Storage Included:- YES. Style:- Contemporary and Modern`	3.00	Nos.		
45.	Providing and placing in position bed side table with overall size of Depth X Width X Height - 461.0 mm X 460.0 mm X 516.5 mm. The product shall be Green Pro certified. Material Body panels of Bed side table are made of 18 mm thick Prelaminated Particle Board of E1 grade. All the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Drawer front is made of 18 mm thick Membrane pressed MDF of E1 grade. Hardware-The high quality hardware used like Roller slides, Hinges, minifix, dowels is of make Hettich. Construction should be in Knock Down condition.	3.00	Nos.		

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Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
46.	Providing and placing in position 2 door wardrobe with overall size shall be Dimensions W x H x D (cm) 88.1 × 191 × 54.8. Door Type:- Hinged. Finish Color- Brown. Number of Drawers Net Weight should be 107kg. Total Number of Shelves should be 5. The product shall be Green Pro certified. Style Contemporary and Modern. Primary Material should be Prelaminated Particle Board and MDF Board. Construction : Knock Down construction. Finish :. 18 mm thick Prelaminated Particle Board is in Walnut shade.	3.00	Nos.		
47.	Providing and placing in position double bed mattress with thickness of 12.5 cm. It is the solution to all common orthopaedic disorders. It can be used dual sided and helps makes sure one doesn't have any stiffness, aches, muscular discomfort or back pains. Matt. Dimensions L x W x T (cm) 198.1 x 1500 x 12.7.	3.00	Nos.		
48.	Providing and placing 3 Seater visitor benches where the seat shell shall be a welded assembly of seat, back and side frame. The seat and back shall be made of 0.12±0.013cm thk CR steel sheet with oblong perforations.They shall be welded to sideframe of size 32 Mm x 5 mm thk HR steel. The welded assembly shall be powder coated ( DFT 40-60 microns). The seat shall has a front water fall edge to provide popliteal clearance for comfortable seating. It also shall has a buttock support curve that not only provides rear support but also prevents small children from falling through the gap between seat and back. Clean and flat surfaces of seat and back shall aids in easy maintenance. The dimensions of seat shall be 47.8 cm (W) x 44.6 cm (D) and of back shall be 41.6 cm (W) x 23. cm (H). Understructure assembly shall consists of connecting beam and leg assembly made of M.S.E.R.W. oblong tube of size 75 mm x 50 mm x 2 mm thk.The welded structure assembly shall be powder coated (DFT 40-60 microns ).The leg assembly shall be fitted with shoes and levellers in Nylon. The leg structure shall be designed with minimal area of contact close to ground providing easy access for cleaning purposes. The shoes fiited to leg assembly shall help in aligning the structure for back to back arrangements. Levelers should take care of uneven flooring .Connecting beam shall be fitted with snap locking end cap.It also aids in side-by-side understructure alignment. Armrest assembly shall consists of armrest frame and armrest pad. The armrest frame shall be made up of size 3.175±0.05cm x 0.47±0.027cm thk HR steel and it shall be powder coated (DFT 40-60 microns). Armrest pad shall be injection molded in Nylon and shall be fitted onto the armrest frame. Overall Dimensions shall be Seat Height - 44.1 cm, Height - 78.5 cm, Width and Depth of Chair as measured from pedestal - Width-169.5cm and Depth-63.8 cm..	12.00	Nos.		

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
49.	<p>Providing and placing in position single bed with overall size of 2060.0 mm(L) x 1131.0 (W) x Height - 945.0 mm. The product shall be Green Pro certified.</p> <p>Material : Bed Structure consist of metal frames made of M.S. Channels in 1.0 mm Thickness. Horizontal plinths and bottom plinth are made of 25 mm Thick Prelaminated Particle Board. Head board is made of 18 mm thick Prelaminated Particle board with imported H.D.F. foil wrapped decorative trims fixed to it. Tail board is made of 18 mm thick Prelaminated Particle board with imported H.D.F. foil wrapped decorative trims fixed to it.</p> <p>Side rail is made of 18 mm thick Prelaminated Particle board with imported H.D.F. foil wrapped decorative trims fixed on to it. Mattress panels of Bed are made of 18 mm thick Prelaminated Particle Board with all the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Finish : 18 mm thick Prelaminated Particle Board is in Walnut shade.</p> <p>Metal frames are powder coated in shade Mat Black to the thickness of 50 microns ( plus +/-10).</p> <p>Overall size of understorage shall be Depth - 757.5mm, Width - 1491.0 mm Height - 255 mm.</p> <p>Material : Body parts of under storage unit are made of 18 mm thick Prelaminated Particle Board in Walnut shade. All the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Door panels of under storage unit are made of 8 mm thick Prelaminated Particle Board. All the exposed edges are edgebanded with 0.8 mm thick PVC edge banding. Bracket for Side Roller in 1.2 mm thickness. Hardware : The high quality hardware used like Rollers, castors, minifix, dowels is of make Hettich. Construction : Knock Down construction. Metal parts are powder coated in shade black to thickness of 50 microns( plus -10). Construction should be in Knock Down conditions.</p>	48.00	Nos.		
50.	<p>Providing and placing in position bed side table with overall size of Depth - 450.0 mm Width - 440.0 mm and Height - 510.0 mm. The product shall be Green Pro certified.</p> <p>Material : Body and drawer panels of Bed side table are made of 18 mm thick Prelaminated Particle Board. All the exposed edges are edge banded with 0.8 mm thick PVC edge banding. Side panels are made of 18 mm thick Prelaminated Particle board with imported H.D.F. foil wrapped decorative trim fixed on to it. Hardware : The high quality hardware used like Roller slides, Hinges , minifix, dowels is of make Hettich. Construction should be in Knock Down condition. Finish : 18 mm thick Prelaminated Particle Board is in Walnut shade.</p>	14.00	Nos.		

Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
51.	Providing and placing modular 900W metal storage unit where main and addon unit 450W each size shall 45 cm x 50cm x 202.5cm. Aesthetically appealing plain, made from combination of dent resistance 0.5mm and CRCA 0.8mm hanging rod made of 1.0mm thk. MS ERW oblong tube. Legs are fitted with screw type leveler. The product shall be GreenPro certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name. Construction should be completely knock down. Finish : All MS sheetmetal and metal frame components are powder coated with epoxy polyester powder to the thickness of 50-60 microns. Hardware:High quality standard hardware like screw,washer,shelf supports, lock, door hinges, bumpers etc. Aesthetically appealing doors compositely made from MDF, honeycomb and decorative laminated with wooden design finish on both sides.All the edges are edge banded with 2mm thick PVC lipping. Finish: decorative laminate of suede finish options. All hardware should be used of high quality standard hardware like screw, washer, lock, door hinges, bumpers etc`	7.00	Nos.		
52.	Providing and placing in position single bed mattress with thickness of 12.5 cm. Construction should have the bonded foam with PU foam quilting on both sides. It is the solution to all common orthopaedic disorders. It can be used dual sided and helps makes sure one doesn't have any stiffness, aches, muscular discomfort or back pains. Mattress Overall dimensions should be L x W x T (cm) 198.1 x 88.9 x 12.7.`	53.00	Nos.		
53.	Providing quilted pillow with micro peach finish, is made to transport you to a world of luxurious and rejuvenating sleep. Overall size should be 41x67 cm. The Bidder/OEM shall be ISO 9001, ISO 14001, ISO 45001, Green Pro certified and must have inhouse manufacturing of all the products of said requirement i.e. furniture, mattresses, kitchen etc. OEM/Bidder should have completion of all mentioned products. In case of Authorized Dealer, Completion certificates of execution of similar works by manufacturers and other credentials are also valid for similar work experience provided a consent letter is given by furniture manufacturers.	68.00	Nos.		
54.	Providing and plaacing in position desk based study table with a drawer with overall size of 1200x600x740mm. The product shall be GreenGuard by UL, Green Pro, BIFMA Level 2 certified, Indoor Advantage GOLD and GRIHA Certified. UNDERSTRUCTURE: Comprising of metal powder coated cross connectors between legs and legs. Made up of metal powder coated finish and the entire assempley is fixed to the worktop. WORKSURFACE made out of 25 mm thk prelam particle board with flat pvc lipping edge banding. Metal modesty: Lazer cut perforated Metal modesty are mounted on the worktop with the help of the modesty mounting brackets. Modesty terminates at 400 mm from ground. A small usable drawer shall also be provided below the worktop.	11.00	Nos.		



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Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
55.	Providing and plaacing in position desk based study table with a drawer with overall size of 1500x600x740mm. The product shall be GreenGuard by UL, Green Pro, BIFMA Level 2 certified, Indoor Advantage GOLD and GRIHA Certified. UNDERSTRUCTURE: Comprising of metal powder coated cross connectors between legs and legs. Made up of metal powder coated finish and the entire assemply is fixed to the worktop. WORKSURFACE made out of 25 mm thk prelam particle board with flat pvc lipping edge banding. Metal modesty: Lazer cut perforated Metal modesty are mounted on the worktop with the help of the modesty mounting brackets. Modesty terminates at 400 mm from ground. A small usable drawer shall also be provided below the worktop.	3.00	Nos.		
56.	Providing and placing in position revolving chair where cushioned seat and back assembly consists of seat base moulded in glass filled Poly-amide, moulded polyurethane foam and upholstered with high stretch knitted polyester fabric. The Product shall be Greenguard Gold UL, Green Pro CII, Indoor Advantage Gold and Bifma Level 2 certified. The back size shall be 45.5cm W x 53.0cm H. The HR polyurethane foam used in seat and back cushion is moulded in density 45kg per m3. The seat and back are firmly connected to the base frame and are cantilevered in such a way that it gives a multi dimensional movement possibility just with a simple lean on the sides or back, without need for complex manual adjusments. The cantilevered seat offers impact cushioning while seating and synchronises with the back movement during posture changes. The 'S' shaped spines moulded in high strength glass filled Polyamide and the spine connector moulded in glass filled Polyamide form the back spine structure involved in multi dimensional recline motion. The variable tilt angle recline motion can be adjusted with 3 position Tilt limiter feature which is inbuilt in saet base and the tension is user weight dependent. The adjustable armrests assembly consists of armrest housing sliding over the armrest structure, both moulded in glass filled Polyamide. The pneumatic height adjustment shall have a stroke of 9.2cm. The pedestal is injection moulded in glass filled Polyamide and fitted with 5 nos. twin wheel castors. The pedestal is 66cm pitch centre diameter and 76cm with castors. The overall dimensions of the chair shall be 76cmx 76cm x(99.5-108.8cm). The seat height shall be (44.5-53.8cm). The certificate mentioned in the specification must be issued by an authorized certificate issuer..	17.00	Nos.		



Sr. No	Description of Item with brief specification and reference to book of specification.	Quantity	Unit	Rate(Rs.) to be quoted by the contractor/ society	
				In figures	In words
57.	<p>Providing and placing modular metal storage unit where main unit 450W size shall 45cm x 50cm x 202.5cm. Aesthetically appealing plain, made from combination of dent resistance 0.5mm and CRCA 0.8mm hanging rod made of 1.0mm thk. MS ERW oblong tube. Legs are fitted with screw type leveler. The product shall be GreenPro certified. The certificate mentioned in the specification must be issued by an authorized certificate issuer and must mention product name along with manufacturer name.</p> <p>Construction:completely knock down. Finish:All MS sheet metal and metal frame components are powder coated with epoxy polyster powder to the thickness of 50-60 microns.</p> <p>Addon Dresser Unit should also be attached 900W : 90cm x 50cm x 202.5cm. Aesthetically appealing plain made from combination of dent resistance 0.5mm and CRCA 0.8mm. Mirror panel is made from combination of dent resistance 0.5mm and CRCA 0.8mm with 4 mm thick mirror fixed on to it with help of adhesive tape. Storage is provided behind the mirror panel. Mirror panel is mounted on the side panel with help of high quality soft closing hinges. Drawer welded assembly,drawer front cover and upper shelf drawer is made of 0.5mm thick dent resistance MS sheet. Drawers are mounted with ball slides for smooth operation. Legs are fitted with screw type leveler.Finish:All MS sheetmetal and metal frame components are powder coated with epoxy polyster powder to the thickness of 50-60 microns. High quality standard hardware should be used like screw,washer,shelf supports,light fixture,ball slides,lock, soft closing door hinges,bumpers,etc.</p> <p>Aesthetically appealing doors compositely made from MDF, honeycomb and decorative laminated with wooden design finish on both sides. All the edges are edge banded with 2mm thick PVC lipping. Finish: decorative laminate of suede finish in the following options. All hardware should be of high quality standard like screw,washer, lock ,door hinges , bumpers etc`</p>	14.00	Nos.		

**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 28 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
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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

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**(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 prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been here-in-before expressly provided for the same shall be referred to the Employer whose decision shall be final and the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

## (I) Integrity Pact Format

### **INTEGRITY PACT FORMAT**

(To be executed on plain paper and submitted alongwith Technical Bid/Tender documents for tenders having a value of Rs 1 cr. or above. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the State)

This integrity Pact is made at on this day of **2023**.

### BETWEEN

Engineer-in-Chief on the behalf of Governor of Haryana through its Superintending Engineer or Executive Engineer "Employer" through which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)

### AND

{*Name and address of the Firm/Company*}, (hereinafter referred to as "The Bidder(s)/Contractor(s) /Concessionaire (s)/Consultant(s) and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

### **Preamble**

Whereas, the Employer has floated the Tender (NIT No.....dtd .....} (hereinafter referred 'to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract/s for {Name of the work}(hereinafter referred to as the "Contract").

And Whereas the Employer values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire (s)/Consultant(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact" or "Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

### **Article-1: Commitments of the Employer**

(1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Employer, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitled to.
- b) The Employer will, during the Tender process treat all Bidder(s) with equity and reason. The Employer will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to

the tender process or the contract execution.

- c) The Employer will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

(2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

### **Article-2: Commitments of the Bidder(s) / Contractor(s) / Concessionaires) / Consultant(s)**

The Bidder(s)/ Contractor(s)/Concessionaire (s)/Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s)/Contractor(s) /Concessionaire (s)/Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which lie/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b) The Bidder(s)/Contractor(s) /Concessionaire (s)/Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) /Contractor(s) / Concessionaire(s) /Consultant(s) will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts; further the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as paid of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- e) The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- f) The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

### **Article-3 Disqualification from tender process and exclusion from future contracts.**

1. If the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Employer is entitled to disqualify the Bidder(s)/ Contractor(s)/Concessionaire

(s)/Consultant(s) from the tender process.

2. If the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) / Contractor(s) /Concessionaire(s) / Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
4. The Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Employer absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Employer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s) / Contractor(s) / Concessionaire(s) /Consultant(s) however, the Bidder(s) / Contractor(s) / Concessionaire(s) / Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
6. On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Employer, the exclusion of the Bidder(s)/ Contractor(s) /Concessionaire (s)/Consultant(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s)/Concessionaire (s)/Consultant(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

#### **Article-4: Compensation for Damages.**

1. If the Employer has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Employer shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Employer.
2. In addition to I above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor Default. In such case, the Employer shall be entitled to forfeit the Performance Bank Guarantee of the Contractor demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

#### **Article-5: Previous Transgressions**

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, lie can be disqualified from the tender process oi action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

**Article-6: Equal treatment of all Bidders/Contractors//Concessionaire (s)/Consultant(s).**

1. The Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) undertake(s) to demand from all commitment in conformity with this Integrity Pact, and to submit it to the Employer before contract signing.
2. The Employer will enter into agreements with identical conditions as this one with all Bidders/Contractors//Concessionaire (s)/Consultant(s)
3. The Employer will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

**Article-7: Criminal charges against violating Bidder(s)/ Contractor(s)/Concessionaire (s)/Consultant(s).**

If the Employer obtains knowledge of conduct of a Bidder/Contractor/Concessionaire/ Consultant or of an employee or a representative or an associate of a Bidder/Contractor, which constitutes corruption, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to the Chief Vigilance Officer.

**Article-8: Independent External Monitor (IEM)**

1. The Employer has appointed a Independent External Monitor (herein after referred to as "Monitor") for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Engineer – In – Chief.
3. The Bidder(s)/Contractor(s)/Concessionaire (s)/Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Employer including that provided by the Bidder(s)/ Contractor(s)/ Concessionaire(s)/Consultant(s). The Bidder (s)/Contractor(s)/Concessionaire (s)/Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestrictedand unconditional access to his project documentation.The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality.
4. The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor



the option to participate in such meetings.

5. As soon as the monitor notices, or has reason to believe, a violation of this Pact, lie will so inform the Management of the Employer and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Engineer – In – Chief within 8 to 10 weeks from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Engineer – In – Chief, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Engineer – In – Chief has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Chief Vigilance Officer.
8. The word 'Monitor' would include both singular and plural.

### **Article — 9 Pact Duration**

This Pact begins when both parties have legally signed it. It expires 12 months after the Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 06 months after this Contract has been awarded. If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Engineer – In – Chief.

### **Article - 10 Other Provisions.**

1. This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Employer
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Bidder/Contractor/Concessionaire(s)/Consultant(s) is a partnership or a consortium, this pact must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Employer in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.
6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-



(For & On behalf of the Employer)

(For & On behalf of the Bidder/  
ContractorConcessionaire  
(s)/Consultant(s)/)

(Office Seal)

Place                      Date

Witness 1 : (Name & Address):

Witness 2 : (Name & Address):

**(J) Undertaking**

**UNDERTAKING**

Description of the Works :

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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.