



**PLANNING, DESIGN, FABRICATION, SUPPLY AND LABOUR JOB FOR  
INSTALLATION, TESTING COMMISSIONING & TRIAL RUN OF 1 MONTH OF  
MATERIAL HANDLING EQUIPMENT, RACKING SYSTEM, PALLETS AND  
CRATES ETC. COMPLETE WITH ALL MEANS ON TURNKEY BASIS**

**ANNUAL MAINTENANCE FOR THREE YEARS POST DEFECT LIABILITY  
PERIOD AND TECHNICAL OPERATION OF THREE YEARS POST TRIAL RUN  
AT CORE PROCESSING CENTER, HAFED MEGA FOOD PARK, ROHTAK  
DISTRICT, HARYANA STATE**

**Issued By:**

Haryana State Cooperative Supply and Marketing Federation Limited HAFED Building, Sector 5, Panchkula,  
Haryana 134108

<b>Name of work: -</b>	Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis  Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State
<b>Estimated cost:</b>	Rs.577.00 Lakhs
<b>Time Limit: -</b>	6 Months
<b>Earnest Money:</b>	Rs.11.54 Lakhs

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## SECTION-1 (I): PRESS NOTICE

### HAFED NOTICE INVITING TENDERS

**E-Tender** is invited from the experienced reputed bidders for the following work for HAFED Mega Food Park at IMT Rohtak, Rohtak, Haryana.

Name of the Work	Estimated Cost (Rs. in Lakhs)	Bid Security / Earnest Money (in Rs. Lakhs)	Cost of Bid Document + E-tendering Fee (Rs.)	Time Limit	Date and time for bid preparation & submission
Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis  Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State	577.00	11.54	6000/- (5000+1000)	6 Months	20.11.2020 at 16:01 Hrs to 18.12.2020 at 16:00 Hrs

- The eligibility criteria for the bidders have been defined in the Tender documents.
- The tender document containing details of required work, quantity, specifications, e tendering schedule etc. and other terms & conditions are available on e-tendering portal, i.e.- <http://etenders.hry.nic.in>
- The interested parties may download the tender document and must remit the funds before 18.12.2020 at 16:00Hrs.
- The date of bid submission is from 20.11.2020 at 16:01Hrs to 18.12.2020 at 16:00 Hrs through e-Tender portal as mentioned above
- Pre-Bid meeting will be held on 27.11.2020 at 15.00 Hrs. At HAFED Corporate Office, Sector- 5, Panchkula, Haryana.
- The technical bids will be opened on 21.12.2020 at 11.00 Hrs at HAFED Corporate Office, Sector- 5, Panchkula(Haryana). The schedule of opening of financial bids will be notified separately after opening of the technical bids
- HAFED reserve the right to reject any/all tenders without assigning any reason whatsoever.

Managing Director

**SECTION-1 (II):  
DETAILED NOTICE INVITING TENDER/BIDS**

**E-Tender** is invited from the experienced reputed bidders for the following work for HAFED Mega Food Park at IMT Rohtak, Rohtak, Haryana.

Name of the Work	Estimated Cost (Rs. in Lakhs)	Bid Security / Earnest Money (in Rs. Lakhs)	Cost of Bid Document + E-tendering Fee (Rs.)	Time Limit	Date and time for bid preparation & submission
Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis  Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State	577.00	11.54	6000/- (5000+1000)	6 Months	20.11.2020 at 16:01 Hrs to 18.12.2020 at 16:00 Hrs

- Under this process, the Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical & Financial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (Technical) with respect to eligibility and qualification criteria prescribed in this Tender Document. The Price Bid under the second cover shall be opened for only those Applicants whose Technical Applications are responsive to eligibility and qualification requirements as per Tender Document.
- The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking Accounts the payment can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document. In case of EMD, bidders can submit the in the form of Bank Guarantee from any Nationalized Bank. The EMD in the form of Bank Guarantee should remain valid for 165 days from date of Technical bid opening. The Bank Guarantee is required to scan & upload in the online portal. Original Bank Guarantee should be submitted to HAFED Office, Panchkula addressing to Managing Director of HAFED & mentioning the DNIT details on the top of the cover within 3 days of Technical Bid Opening.
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <http://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **The intended bidders fails to upload EMD during the bid submission shall not be allowed to submit his/her bids for the respective event/Tenders.**

4. The interested bidders must remit the funds (Tender Document Fee, e-Service Fee & others as mentioned in the Portal) at least T + 1 working day (Transaction + One Day) in advance i.e. **on or before 00.00.0000 and make payment Vis RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective event/Tenders at <http://etenders.hry.nic.in>**

The interest bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs. 1000/- (Rupee One Thousand only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Card & Internet Banking.

5. Tender Documents can be downloaded online from the Portal <https://etenders.hry.nic.in> by the Contractors registering on the Portal.
6. The bids are required to be submitted on single percentage basis above or below given as estimated cost in this tender document in figures as well as in words in the space provided in section– 7 Tender Form for filling rates (form of bid).
7. As the Bids are to be submitted online, these are required to be encrypted and digitally signed, the Bidders are advised to obtain the same at the earliest. For obtaining Digital Certificate, the Bidders may contact the representative of Next Tenders, the service Providers of Electronic Tendering System or any other service provider.
8. The bidders can submit their tender documents on line as per dates mentioned in the key dated mentioned below:

Sr. No.	HAFED Stage.	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Authorization & Publishing	-	20.11.2020 16.01 Hrs	18.12.2020 16.00 Hrs
2	-	Downloading of Tender Document & Bid Preparation	20.11.2020 16.01 Hrs	18.12.2020 16.00 Hrs
3	Pre Bid Meeting		27.11.2020 15.00 Hrs	
4	Corrigendum Issue (if any)		03.12.2020 17.00 Hrs	
5.	-	Submission of Tender Document Fees, EMD, E-Service Fee and (Technical) Documents.	20.11.2020 16.01 Hrs	18.12.2020 16.00 Hrs
6.	Technical Bid Opening	-	21.12.2020 11.00 Hrs	
7.	Commercial Bid Opening / Price Bid	-	Will be notified separately	

**CONDITIONS:-**

- 1) Conditional tenders will not be entertained & liable to be rejected.
- 2) In case of the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
- 3) HAFED reserves the right to reject any tender or all the tenders without assigning any reason.
- 4) The tender without earnest money will not be opened.
- 5) The jurisdiction of court will be at Panchkula.
- 6) The financial bids of the bidders who does not satisfy the qualification criteria in the bid documents will not be opened and no claim whatsoever on this account will be considered.
- 7) The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the date of opening of technical bids. If any bidder / tenderer withdraws his bid / tender before the said period or makes any modifications in the terms and conditions of the bid, the bids security of that bidder may be forfeited.

Managing Director, HAFED,

## SECTION-2

### INSTRUCTIONS TO BIDDERS (ITB)

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

**Eligibility Criteria:** - This Invitation for Bids is open to all bidders who fulfil the qualification criteria prescribed as under:

#### I. Experience:

Sr. No.	Description of works	DNIT cost (Rs. in Lakhs)	The bidder must have successfully executed & completed similar works in last ten years i.e. SITC of Material Handling Equipment, Racking, Pallets, Crate in Cold Storage/Industrial Parks and Preferably in Cold Storages with allied works (Rs. in Lakhs)			
			One work of magnitude of 80% i.e.	O r	Two works of magnitude of 50% each i.e.	O r Three works of magnitude of 40% each i.e.
1	Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State	577.00	461.60		288.50	230.80

- a) For this, a Certificate from the competent authority shall be submitted along with the applicant incorporating clearly the name of the work, Contract value, billing amount, date of commencement as well as completion of works, satisfactory performance of the Contractor and any other relevant information.

#### II- Financial Credentials

- a) **Turnover:** The bidder should demonstrate an average annual turnover of Rs.4.61 Crores during the last three financial years.
- b) **Net worth:** Financial net worth of bidder should be positive as on 31 March of the previous financial year and should be certified by Chartered Accountants.

#### The net worth shall be worked out as under:

Net Worth = (Paid Up Equity + Reserves) – (Revaluation Reserves + Misc. expenditure not written off and accrued liabilities)



c) **Bid Capacity or Solvency:**

**Bid Capacity:** The assessed available Bid Capacity of the Bidder shall not be less than Rs. 5.77 Crores. To be calculated as per follow:

**Working Bid Capacity** > Total estimated **cost of work(s) at the time of bidding**. Contractors should calculate the available bid capacity as per given formula.

$$WBC = 2AN - B$$

A	Average Annual Turnover of the bidder for last three financial years from similar nature of projects
B	Value of the existing commitments and ongoing works of the bidder to be completed during next 6 months (period of completion of works as per bid)
N	No. of years prescribed for completion of works for which bids are invited i.e. 0.5 in this case.

**OR**

**Solvency Certificate:** Solvency of the amount equal to 40% of the estimated cost of the work i.e . Rs. 2.30 Crore. The date of this Certificate must be within 6 months of the date of opening this tender.

The Bidders are advised to raise all their queries and submit their deviations (if any) in the pre bid meeting on any parameter or technical specifications. No deviations will be allowed during execution.

**III. Joint Venture or Consortium:** JV or Consortium is allowed. The consortium members shall nominate the lead member of the consortium which should be responsible for the overall management, delivery of the project.

- Joint Ventures are allowed upto maximum of two memberstoprticipate in the bid. In case the bidder is a JointVenture(JV),the members shall authorize one of the JV members to act on their behalf as lead member in exercising all the rights and obligations towards the Client under this document, including without limitation to the receiving of instructions and payments from the Client. Though, lead member shall be responsible for the overall management, deliver of the project, all the members of consortium/JV shall be jointly and severally responsible for execution of the works in relation to the project.
- AProposalsubmittedbyaJointVentureshallbesignedbyallmemberssoastobelegallybindingon all members, or by an authorized representative who has a written power of attorney signed by each member's authorizedrepresentative.
- If the Proposal is submitted by a joint venture, there shall be a Joint Venture Agreement specific for this contract between the constituent firms/ members, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongstthem.AcropyoftheJVagreemententeredintobytheJointVenturemembersshallbesubmitted along with thebid
- In the case of a Joint Venture, a power of attorney for the authorized representative of each JV member,andapowerofattorneyfortherepresentativeoftheleadmembertorepresentallJVmembers shall be submitted along with theproposal.
- TheLeadPartnermustindividuallyqualifythefinancialegiblecriteriai.ecriteriaII-(a),(b)and(c)as stipulatedabove

## SECTION-3 SUBMISSION OF BIDS

### **INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM**

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

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

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

**2. Obtaining a Digital Certificate:**

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity(i.e.

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

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

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

**2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at a safe place under proper security (for its use in case of emergencies).

**2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.7 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the newuser.
- 2.8 The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
3. **Pre-requisites for online bidding:**  
In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <https://etenders.hry.nic.in> The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.
4. **Online Viewing of Detailed Notice Inviting Tenders:**  
The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>
5. **Download of Tender Documents:**  
The tender documents can be downloaded free of cost from the e- Procurement portal <https://etenders.hry.nic.in>
6. **Key Dates:**  
The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.
7. **Online Payment of Tender Document Fee, Processing fee, Bid Preparation & Submission (Technical & Commercial/ Price Bid):**
- 7.1 **Online Payment of Tender Document Fee + Processing fee:** The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.  
The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.
- 7.2 **PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:**
- (i) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) **FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

## 8. ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact

Note: Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject line while emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

Tel:-0120-4200462,0120-4001002

Mobile:88262-46593

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number 0120-4001002,0120-4200462,0120-4001005,120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID [eproc.nichry@yahoo.com](mailto:eproc.nichry@yahoo.com), Tel:0172-2700275

**Timing:** Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors).

**Note:** Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

**NOTE:-** *Bidders participating in online tenders shall check the validity of his/ her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>*

## (Online Payment Guidelines)

### **Guideline for Online Payments at e-Procurement Portal of Government of Haryana.**

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

- A. DebitCard
- B. NetBanking
- C. RTGS/NEFT or Over The Counter(OTC)

### **Operative Procedures for Bidder Payments**

#### **A) Debit Card**

**The procedure for paying through Debit Card will be as follows:**

- (i) Bidder selects Debit Card option in e-Procurementportal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by thebidder.
- (iii) Bidder clicks on "Continue"button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gatewayscreen.
- (v) Bidder enters card credentials and confirmspayment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurementportal.
- (vii) The page is automatically routed back to e-Procurementportal
- (viii) The status of the payment is displayed as "successful" ine-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date andtimestamp.
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previousattempt.

#### **B) Net Banking**

**The procedure for paying through Net Banking will be as follows:**

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

- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date andtimestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previousattempt.

**C) RTGS/NEFT**

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than thousands bank branches and would enable the bidder to make the payment from almost any bank branch acrossIndia.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT paymentoption.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC codeeach.

**RTGS / NEFT Payment Procedure**

The bidder shall be required to take a print of the challan and make the RTGS/ NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/ PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security DepositA/c.

**D) Over the Counter(OTC)**

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <=Rs 49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurementportal.
- (ii) Thee-Procurement portal displays the amount to be paid. Thebidder chooses the bank account number for refund of theamount.
- (iii) Bidder clicks on“Continue” Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on “Print\_Challan” and print the OTCChallan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with

Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).

- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder. (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as “verification successful” in e-Procurement Portal, when the bidder clicks on the verification option in the portal.

Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

## SECTION 4 (I) CONDITIONS OF CONTRACT

**Clause 1:-** The time allowed for carrying out of work as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to Commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor). To ensure good progress during the execution of work the contractor shall be bound in all cases in which the time allowed for any work exceeds one months to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one-half of the work before one half of such time has elapsed and three fourth of the work before the three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay compensation as mentioned below:-

- a) If the work is not initiated or left before the middle stage i.e. the work paid is less than 60% then compensation will be levied @ 2% per week of delay subject to a maximum of 10% of the original tender cost, as advertised in the newspaper.
- b) If 60% work is over and paid and then left incomplete or delayed then percentage compensation will be levied @ 2% per week subject to a maximum of 5% of the tendercost.
- c) If 80% work is already paid and then left in-complete or delayed then percentage compensation will be levied at the rate of 2% per week of the tender cost subject to a maximum of 2% of the tender cost.
- d) Penalty applicable for AMC Period: In case supplier does not address the issue after information received by HAFED or Contractor's Team and make delay in response, **penalty** shall be **imposed @ 10% of the entire AMC value quoted by the bidder per week** for the maximum limit of 2 weeks. In case the supplier fails to address the issues & submit report / solutions to HAFED even after extended period of 2 weeks with penalty, the security (Performance Bank Guarantee) will be forfeited.
- e) Penalty applicable for Operations Period: In case the Operations team provided by the Contractor found as ineligible to run the plant or if the Contractor provides insufficient manpower to run the plant, then HAFED shall inform the same to Contractor to take adequate actions to deploy sufficient experienced manpower / operator. In case Contractor does not address the issue after information received by HAFED and make delay in response, **penalty** shall be **imposed @ 10% of the entire Operations value quoted by the bidder per week** for the maximum limit of 2 weeks. In case the supplier fails to address the issues & submit report / solutions to HAFED even after extended period of 2 weeks with penalty, the security (Performance Bank Guarantee) will be forfeited.
- f) The MD, HAFED will have the power to reduce or waive the penalty/compensation after receiving the representation from the contractor and if it is felt that penalty is wrong-fully imposed but such representation will be entertained only after the contractor first completes the work and then makes the representation. The decision of MD, HAFED will be final and will not be challengeable before the arbitrator or any other court of law in thecountry.
- g) The date of completion of work will be the one on which the contractor has received the completion certificate from the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED,Rohtak.

**Clause 2:** In any case, in which under any clause or clauses of this contract the Contractor has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments), the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak on behalf of the Federation shall have power to adopt any of following course as he may deem best suited to the interest of Federation.



- (a) To rescind the contract of which rescission notice in writing to the Contractor under the hand of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak dispatched by registered post to the address of the Contractor given in the Tender shall be conclusive evidence and in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of Government.
- (b) To employ labour and to supply materials to carry out the work, or any part of the work debiting the Contractor with the cost of the labour and the price of the materials and crediting him with the value of the work done at the same rates as if it had been carried out by the Contractor under the terms of his contract. The certificate of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak to the value of the work done, and quantity, rate & amount of the labour and material employed for doing the work shall be final and conclusive against the Contractor.
- (c) To measure the work of the Contractor and to take such part there-of as shall be unexecuted out of his hands and to give it to another Contractor to complete. In such case, any expends which may be incurred in excess of the sum which would have been paid to the original Contractor shall be borne and paid by the original Contractor. Certificate in writing of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak in respect of work taken out of the hands of original Contractor, and the excess expenditure incurred shall be final and conclusive. This money may be deducted from any money due to him by Government under the contract or otherwise or from his security deposit.

In the event of any one or more of the above courses being adopted by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advances on account of or with a view to the execution of the work for the performance of the contract and in case the action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work actually executed under the contract, unless and until the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**Clause 3:** In any case in which any of the powers conferred upon the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak by clause 2 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak exercising either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants materials and stores in or upon the works, or the site there of belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak whose certificate thereof shall be final.

Otherwise the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools and plant material or stores from the premises within a time to be specified in such notice. In the event of the Contractor failing to comply with any such requisition, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects and the certificate of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak to the expense of any such removal and the amount of the proceeds and expenses of any such sale be final and conclusive against the Contractor.

**Clause 4:** If the Contractor shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak within 30 days of the date of the hindrance, on account of which he desires such extension as aforesaid. The Federation shall, if in its opinion (which shall be final) reasonable grounds be shown there-for, authorize such extension of time, if any, as may, in its opinion be necessary or proper.

**Clause 5 :** Contractor shall deliver in the office of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak the work execution progress on fortnight basis. No extra items will be considered during execution from the contractor side as this contract is turn-key.

**Clause 6 :** Without prejudice to the rights of Federation under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak of such completion, but no such certificate shall be given, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all Surplus materials, and rubbish and cleaned of the dirt from all wood works, doors, windows, walls, floors or other parts of this work. In upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor, If the contractor shall fail to comply with the requirements of this clause as to removal of surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may at the expenses of the contractor, remove such surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof less any expense incurred by GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak in connection therewith

**Clause 7 :** No payment shall be made for work estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in case of works estimate to cost more than rupees one thousand, the contractor shall be submitting the bill thereof, be entitled to receive a monthly payment proportionate to the part thereof then approved & passed by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advances against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due of performance of the contract, or any part thereof in any respect or according of any claim, nor shall it conclude, determine or affecting any way the powers of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak under these conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work otherwise the GM's HAFED, CFP, Rohtak/Executive Engineer's, HAFED, Rohtak certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

**Clause 7 (a):** If Retention in running bills or such part thereof as may be due to the contractor under this contract shall be payable to the contractor after a period of three months has lapsed after payment of final bill.

**Clause 8:** A bill shall be submitted by the Contractor each month on or before the date fixed by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak for the work executed in the previous month. The Contractor shall submit all bills on the printed forms available with the department. The charges in the bills shall always be entered at the rates specified in the tender. In case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work. Final bill in respect of the Contract shall be submitted by the Contractor within 30 days of the date fixed for completion of the Work or the date of the certificate of completion furnished by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak. GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, if possible, before the expiry of 10 days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may depute a subordinate to measure up the said work in the presence of the Contractor, whose countersignature to the measurement list will be sufficient warrant. GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may prepare a bill from such list which shall be binding on the Contractor in all respects.

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

**Clause 10 :** If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the GM's HAFED, CFP, Rohtak/Executive Engineer's, HAFED, Rohtak store or if it is required that the contractor shall use certain stores to be provided by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak (such materials and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract, specified in the schedule of memorandum, have to be annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due on thereafter to become due to the contractor under the contract or otherwise, against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or as sufficient portion thereof being in this case sold for the purpose. All material supplied to the contractor,

shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak and shall at all the times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of completion or termination of the contract shall be returned to the GM's HAFED, CFP, Rohtak/Executive Engineer's, HAFED, Rohtak store if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such material unless with such consent and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

**Clause 11 (a):** The GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall have full powers, at all times to object of the employment of any workman, foreman, or other employee on the works by the contractor and if the contractor shall receive notice in writing from the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak requesting the removal of any such man or men from the work the contractor shall comply with the request forthwith.

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

The contractor shall not be entitled to demand the reason from the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak for requiring the removal of any such workman, foreman or other employees.

**Clause 12:** The GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall have power to make any alteration in, omissions from, addition to or substitutions for the original specifications, drawing designs and instructions that may appear to him to be necessary or advisable during the progress of the work. The Contractor shall be bound to carry out the work in accordance with such instructions given to him in writing signed by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak. Such alterations, omissions, additions or substitutions shall not invalidate the contract. Such altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion the altered, additional or substituted work bears to the original contract work and the certificate of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall be conclusive as to such proportion. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak of the rate which he intends to charge for such class of work. If the GM HAFED, CFP,

Rohtak/Executive Engineer, HAFED, Rohtak does not agree with this rate, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the Contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak. In the event of a dispute the decision of the Federation shall be final.

**Clause 13 :** If at any time after the commencement of the work, the Federation shall for any reason whatsoever not require the whole work, or part thereof, as specified in the contract to be carried out, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall give notice in writing of the fact to the Contractor who shall have no claim to have any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, that which he did not derive in consequence of the full amount of the work not having been carried out. The Contractor shall also not have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

**Clause 14 :** If it shall appear to the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the Work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall, on demand in writing which shall be made by GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost. In the event of his failing to do so within a period to be specified by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak in his demand aforesaid, the Contractor shall be liable to pay compensation at the rate of 1% of the estimated cost of the Work (as shown in the tender) for every day not exceeding ten days, while his failure to do so shall continue. In the case of any such failure, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may, be at the risk and expense in all respects of the Contractor.

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

**Clause 16 :** The Contractor shall give not less than 7 days' notice in writing to the \ GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up, placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak or his subordinate - in - charge of the work. If any work shall be covered up or placed beyond the reach of the measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expenses or in default thereof no payment of allowances shall be made for such work or the materials with which the same was executed.

**Clause 17 :** If the Contractor or his workers shall break, deface, injure or destroy any part of building in which they may be working, or any building, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone posts or wires, trees, grass or cultivated ground contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defect, shrinkage or other faults of imperfections appear in the Work within 9 months after a certificate final or otherwise of its completion shall have been given by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak as aforesaid, the Contractor shall, upon a receipt of a notice in writing in that behalf, make the same good at his own expense. In default, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may cause the same to be made good by other workmen and deduct the expense from any sums that may be then, or at anytime thereafter may become due to the Contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

**Clause 18 :** The Contractor shall supply at his own cost all materials plant, tools, cranes, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for proper execution of the work, whether original, altered or substituted and whether included in the Specifications or other documents forming part of the Contract referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with requirements of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage there-for to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out work and counting, weighing and assisting in the measurement or examination at any time and from time to time of the Work or materials. Failing his so doing the same may be provided by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak at the expense of the Contractor and the expenses may be deducted from any money due to the Contractor or from his security deposit or the proceeds of sales thereof or of sufficient contract portion thereof.

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

**Clause 18(a):** The final bill of the contractor shall not be paid unless or until he furnishes to the satisfaction of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak a proof of the clarity of submission of all taxes. The contractor shall also be liable to indemnify the Government against all claims made proceedings and action taken by any person in respect of the price of the earth removed by the contractor from his land for the work against all losses, damages cost and expenses which the Government may suffer or incurred as a result of a such claims.

**Clause 19 (a):** No labour below the age of 16 years shall be employed on the work.

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

**Clause 20:** No work shall be done on Sunday without the sanction in writing of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak.

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

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

**Clause 21:** The contract shall not be assigned or sublet without the written approval of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak. And if the Contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any in-solvency proceedings or make any composition with his creditors or attempt to do so or give any bribe, gratuity, gift, loan, requisite reward of advantage, pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of Federation in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may thereupon by notice in writing rescind the Contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the Federation and the same consequences shall ensure as if the Contract had been rescinded under Clause 2 hereof and in addition the Contractor shall not be entitled to recover or be paid for any work there-for actually performed under theContract.

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

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

**Clause 23:** In the case of tender by partners any change in the constitution of the firm shall be forthwith notified by the Contractor to the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak for his information.

**Clause 24:** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

**Clause 25 :** No claims for payment of an extra ordinary nature such as claims for a bonus for extra employed in completing the work before the expiry of the contractual period at the request of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak or claims for compensation where work has been temporarily brought to a standstill though no fault of the Contractor shall be allowed unless and to the extent that the same shall have been expressly sanctioned debit for payment and extradition any nature to be referred to Federation for decision of the M.D,HAFED.

## **ARBITRATION CLAUSE**

**Clause 25 (a) (i):** If any dispute or difference of any kind whatsoever shall arise between the Federation/ his authorized agents and the contractor in connection with or arising out of the contract or the execution of the work that is (i) 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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak 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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, in charge as aforesaid with all due diligence whether he or the Federation is authorized agent requires arbitration as hereinafter provided or not. If the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, 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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak 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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak request to Divisional Head that the matters in dispute be referred to arbitration as hereinafter provided.

1. 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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak /Divisional Head to be nominated by designation by the M.D.HAFED at the relevant time, there will be no objection to any such appointment that the arbitrator so appointed is a Federation 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 Federation 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.

In case the arbitrator nominated by the M.D.HAFED is unable or HAFED unwilling to act as such for any reason, whatsoever the M.D. shall be competent to appoint and nominate any other Superintending Engineer as the case may be, as arbitrator in his place and the Arbitrator so appointed shall be entitled to proceed with the reference.



2. It is also a term of this arbitration agreement that no person other than a person appointed by the M.D.HAFED 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. 25,000/- (Rupees Twenty five thousand only) the arbitrator must invariably give reasons for his award in respect of each claim and counter-claim separately.
3. 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.
4. 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 Divisional Head and its being heard or/ and has been finally decided by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, 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 Divisional Head, In charge of the work, if it is being heard or has already been decided by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak.
  - 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 Federation and has been so decided finally by the HAFED.
5. The independent claims of the party other than the one getting the arbitrator appointed, as also counter-claims of any party will be entertained by the arbitrator notwithstanding that the arbitrator had been appointed at the instance of the other party.
6. 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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, 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.10,000	2% of amount claimed.
(ii) For claims of Rs.10,000 and below Rs.1,00,000.	5% of amount claimed. Above and
(iii) For claims of Rs. 1,00,000 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.

7. 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.

8. 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 the work as certified by GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, Engineer-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 GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, In charge of the work that final payment due to 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.

9. 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 arbitration shall not restraint Federation to terminate the contract and make alternative arrangements for the completion of the work.
10. 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.
11. 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. 1940 or any other law in force for the time being.

**Clause 26:** Work shall be carried out in accordance with the Technical Specifications mentioned in this DNIT & as per relevant IS Codes. In the event of there being no specifications, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak.

**Clause 27:** In the case of any clause of work for which there is no such specification as is mentioned in rule 1, such work shall be carried out in accordance with the district specifications, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak.

**Clause 28 :** The expression "works" or where used in these conditions shall unless there be something either in the subject or context repugnant to such works be construed and taken to mean the work by or by virtue of the Contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

**Clause 29:** The terms and conditions of the agreement have been explained to me/ us and I/ we clearly understand them.

## **ADDITIONAL CLAUSES**

**Clause 30:** The contractor states that he is not related to any of the officers employed by the HAFED.

**Clause 31:** No pit shall be dug by the contractor near the site of the work for taking out earth for use on the work. In case of default the pit so dug will be filled in by the Federation at the cost of the contractor.

**Clause 32:** Fair wage clauses are attached.

*Clause 33: The contractor shall have to pay GST and other applicable taxes, in accordance with the rules in force from time to time.*

**Clause 34:** All payments for work done under this contract shall be made by cheque or RTGS (as applicable) to the contractor. The work covered by this contract as shown on plan which have been signed by the contractor are annexed herewith.

**Clause 35:** Should the tenderer withdraw or modify his tender within three months from the date of opening of tender, he is liable to be black listed and earnest money forfeited.

**Clause 36:** When a final bill is likely to be for a minus amount, the security deposit will be with-held till the bill is passed and the recoverable amount is first made good.

**Clause 37 :** All taxes should be included in the rates to be quoted and is payable by the contractor.

**Clause 38:** The rates given are for the work inclusive of GST and other applicable taxes etc.

**Clause 39:** It will be the responsibility of the contractor to ensure that the trees at the site of work and in the vicinity or their fruit etc. are not damaged by his labour or agent. The assessed cost of such damage if any will be at the discretion of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak and shall be deducted from the bill of the contractor.

**Clause 40:** The contractor shall provide at his own cost separate latrine, bathing enclosures and platform for use of the men and women labour and keep them clean to the satisfaction of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak. He should also arrange at his own expenses for clean drinking water, housing, medical facilities necessary for the welfare of the labour employed at his work. In case of his failure, the same shall be provided by Federation at contractor's cost. Any dispute regarding this will be settled by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak whose decision will be binding.

**Clause 41:** Any material left on the site of work after one month from the date of completion of the work shall become the property of the Federation and no payment shall be made for it.

**Clause 42:** The amount of the work can be increased or decreased according to the requirement of the Federation and no claim whatsoever on this account will be entertained.

**Clause 43:** The Federation Reserves option to take away any items of the work or part thereof any time during the currency of the contract and re-allot it to another agency with due notice to the contractor without liability or compensation

**Clause 44:** It is not obligatory on the contractor to employ labour through employment exchange but he may avail of the facilities offered by the employment exchange in case he wishes to do so.

**Clause 45:** No claim on account of fluctuation in prices due to war or any other cause will be entertained.

**Clause 46:** The contractor shall be liable to make good all damages caused by breakage from the moment the stores, pipes and fittings etc. are handed over to his charge.

**Clause 47:** No compensation whatsoever will be payable on account of any delay or default in the supply of material mentioned in the List of material to be issued to the contractor by the Federation and consequence delay in the execution of work.

**Clause 48:** GST/Taxes as applicable will be deducted from gross payment as per govt. instructions.

**Clause 49:** The contractor shall be liable to pay the ESI/CPF/EPF/ contribution, workers welfare cess etc. as applicable or as applied during the pendency of the contract under the provision of Provident Fund Act/ Labour Act to the persons engaged and shall have the registration with Regional Provident Fund Commissioner/ and Labour Officer etc. under Provident Fund Act/ Labour Act as applicable from time to time. The Federation shall not be responsible for any default committed under these Acts.

## **FAIR WAGES CLAUSES**

- a) The contractor shall pay not less than fair wage to labour engaged by him on the work.  
**Explanation :** 'Fair Wage' means wage whether for time or piece-work notified at the time of inviting tenders of the work and where such wages have not been so notified the wages prescribed by the Public Works Department, Building and Roads Branch, Labour Deptt. Haryana for the district in which the work is done
- b) The contractor shall, notwithstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labourers, and indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- c) In respect of labour directly employed on the works for the performances of the contractor's part of this agreement the contract shall comply with or cause to be complied with the Haryana Public Works Department Contractor's Labour's Regulations made by Government from time to time in regard to payment or wages period deductions from wages recovery of wages not paid and deduction unauthorisedly made maintenance of wage work, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of like nature.
- d) The GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, concerned shall have the right to deduct from the money 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-fulfilment of the conditions of the contract for benefit of the workers, non-payment of wages or deduction made from his or their wages, which are not justified by the terms of the contract for non-observance of the regulations referred to in clause (c) above.

- e) Vis-à-vis the Federation, the contractor, shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.
- f) The regulations aforesaid shall be deemed to be part of this contract.
- g) Attendance card should invariably be issued by the contractors to their workers, which should be returned to the contractors concerned at the time of receiving payment of their wages.
- h) Before making payment to the contractors the authorities concerned should obtain a certificate from the contractors that he has made payment to all the workers connected with the execution of the work for which the payment is being made.
- i) Contractors employing 50 or more workers on the site of a particular work should provide facilities of housing, latrines, water and light to their workers at their own expense.
- j) The normal working hours of workers employed by contractors for the execution of work allotted to them should be 8 hours per day with a break of 2 hours during summer, one hour during winter after continuous work of 4 hours at the latest. The spread over should in no case exceed 10 hours. Workers working beyond these hours should be paid overtime wages at the double the ordinary rate of their wages calculated by the hour.

## **HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED (CONTRACTOR'S LABOUR REGULATION)**

### **A. Short title**

These regulations may be called HAFED Contractor's Labour Regulations.

### **B. Definition**

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

- (i) Labour means workers employed by HAFED contractor's directly or indirectly, a sub-contractor or other persons or by an agent on his behalf.
- (ii) Fair wages means, whether for item or piece work, notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Labour Deptt. Haryana for the district in which the work is done.
- (iii) Contractor shall include every person whether a sub-contractor or headman or agent employing labour on the work, taken on contract.
- (iv) "Wages" shall have the same meaning as defined in the payment of Wages Act and includes time and piece rate wages.

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

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly in a clean and legible condition in conspicuous places of the work, notice in English and in the Local Language spoken by the majority of the workers, giving the rate of wages which have been certified by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, or Regional Labour Commissioner as fair wages and the hours of work for which such wages are earned and a copy of such notices to the District Labour Welfare Officer.

#### **2. Payment of Wages**

- (i) Wages due to every worker be paid to him directly.
- (ii) All wages shall be paid in current coin or currency or in both.

#### **3. Fixation of Wage Periods**

- (i) The contractor shall fix the wage periods in respect of which the wages shall be payable.
- (ii) No wage period shall exceed one month.
- (iii) Wages of every workman employed on the contract shall be paid before the expiry of ten days after the last of the wage period in respect of which the wages are payable.
- (iv) When the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of succeeding the one on which his employment is terminated.
- (v) All payment of wages shall be made on a working day except the work is completed before the expiry of the wages period in which case final payment shall be made within 48 hours of the last working day.

**Notes:** -The terms working day means a day, on which the work on which the labour is employed is in progress.

#### **4. Wages book and Wages Slip etc.**

- (i) The contractor shall maintain a wage book of each worker in such a form as may be convenient but the same shall include the following particulars:-
  - a) Rate of daily or monthly wages.
  - b) Nature of work for which employed.
  - c) Total number of days worked during each wage period.
  - d) Total amount payable for the work during each wage period.
  - e) All deduction made from the wages within an indication in each case of the ground for which the deduction is made from the wage.
  - f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wage slip for each worker employed on the work. The wage slip shall contain all the particulars given in the wage book.
- (iii) The GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may grant exemption from the maintenance of Wage Book and Wage Slips to a contractor who in his opinion may not directly or indirectly employ more than 50 persons on the work.

#### **5. Fine and deductions which may be made from wages**

- (i) The wages of workers shall be paid to him without any deduction of any kind except the following:
  - a) Fines
  - b) Deductions for absence from duty viz, from the place or places Where by the terms of his employment is required to work.
  - c) The amount of deduction shall be in proportion to the period for which he was absent.
  - d) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money for which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - e) Any other deduction which the Government may from time to time allow.
- (ii) No fine shall be imposed on a worker and no deduction for damage or loss be made until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iii) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to Five paise in a rupee of the wage payable to him in respect of that wage period.
- (iv) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 90 days from the date in which it was imposed.

#### **6. Register of Fine etc.**

- (i) The contractor shall maintain a Register of fine and of all deduction for damage or loss Such Register shall maintain the reason for which fine was imposed or deduction for damage or loss made.
- (ii) The contractor shall maintain, both in English and local Indian Language, a list approved by the Chief Labour Commissioner clearly stating the acts and commissions for which penalty or fine may be imposed on workmen and display it in a good condition in a conspicuous place on the work

#### **7. Preservation of Registers**

The wage book, the wage slips and the Register of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them.

### **8. Power of Labour Welfare Officer to make Investigation /Enquiry**

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

### **9. Report of Labour Welfare Officer**

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

### **10. Appeal against the decision of Labour Welfare Officer**

Any person aggrieved to the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision, to the Regional Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, concerned, but subject to such appeal, the decision of the Labour Welfare Officer shall be final and binding upon the contractor.

### **11. Representation of Parties**

- (i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
  - a) An officer of a registered trade union to which he is a member.
  - b) An officer of Federation of trade unions to which the trade union referred to in clause (a) is affiliated.
  - c) Where the worker is not a member of any registered union, an officer of registered trade union connected with, or by any other workman employed in the industry in which the worker is employed.
- (ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by:
  - a) An employer of an association of employers of which he is a member.
  - b) An officer of an association of employers to which the association referred to in clause (a) is affiliated.
  - c) Where the employer is not a member of any association of employers by an officer of an association of employers connected with or by any other employer engaged.

### **12. Inspection of Books**

The contractor shall allow inspection of Wage Book, the Wage Slips and Register of Fines and deduction to any of this worker or his agent at a convenient time and place after notice is received or to the Labour Welfare Officer or any other person authorised by the Government on his behalf.



### **13.Submission of Returns**

The contractor will be regulated by (Regulation and Abolition Act 1970) and the contract labour (Regulations and Abolition Central Rule 1971) enforced by Haryana Labour and employment Department Memo No. 12 (26-78-4- Labour dated 10-6-79).

The contractor shall submit periodical returns specified from time to time.

### **14.Licensing ofContractor**

Every contractor who employs or who employed on any day of the preceding 12 calendar months, 20 or more workmen, is covered by the act and is required to obtain a license. The contractor should obtain the necessary license as required under section 12 of contract labour (regulation and abolition Act 1970 before commencing thework).

### **15.Amendments**

The Haryana Government may from time to time and or amend these regulations on any question as to application, interpretation or effect of these regulations the decision of the Labour Commissioner to Haryana Government in that behalf shall be final.

1. In case of duplicity/variation/contradiction of term & condition in the printed Tender Document and in special terms & conditions, terms and conditions mentioned in the Special terms & conditions will prevail.
2. The rate will be firm and bidding on the contractor during the currency of contractor including extended time period. No escalation shall be paid for any increase in cost of material &labour.

**16.** The Bidder is advised to visit and examine the site conditions, approach road, traffic, location, surroundings, climate, availability of power, water and other utilities for installation & commissioning, access to site, handling and storage of materials, weather data, applicable laws and regulations, and obtain for itself on its own responsibility all information, as per their understanding, may be necessary for preparing the Bid and entering into the Contract Agreement. All the expenses of visiting the Site and its associated costs shall be borne by the Bidder. The bidder is advised to go through the documents with all details and understand the exact quantum of works. The scope of the works is in turnkey nature and no exclusions at the time of execution will be accepted.

## SECTION-4 (II)

### SPECIAL TERMS & CONDITIONS OF CONTRACT

In addition to the terms & conditions as stipulated in contract agreement, following special conditions shall also be applicable in this contract:

1. 5% security will be deducted from running bills and the 50 % of same will be refunded after 3 months from the satisfactory completion of work. Balance 50% after completion of defect liability period of two years or after submission of performance bank guarantee of equivalent amount valid upto Defect Liability period.
2. All applicable taxes (GST & others) are to be deducted from all the running bills as per standard norms of GoI.
3. Cess @ 1% of the total cost of this package of project from the payment of contractor under section-3 of the “Building & Other Construction Workers Welfare Cess Act-1996” & registration of establishment under section-7 of the “Building & Other Construction Workers” (regulation of employment and condition of service tax act 1996) shall be deducted from all running & final bills.
4. The rate to be quoted by the contractor shall be inclusive of applicable GST and other taxes.
5. **Valuations of Variations:-**  
Since this is a turnkey contract, no extra items / claims will be accepted by HAFED under any circumstances.
6. **Extent of variations:-**  
Quoted rates for all items shall be firm and binding on the contractor irrespective of any variation. No extra payment will be made beyond the total quoted amount.
7. **Measurements:-**  
**Measurement of work executed:-**  
The contractor shall, without extra charges, provide all assistance with every appliance, labour and other things necessary for measurement and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurement shall be taken in accordance with the procedure set forth in the specification notwithstanding any provisions in the relevant Indian Standard Method of Measurement or any general or local custom. In the case of items which are not covered by specification, measurement shall be taken in accordance with relevant standard method of measurement issued by the bureau of Indian Standard and if for any item no such standard is available then a mutually agreed method shall be followed.

GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak or his authorized representative may cause either themselves or through another officer of the HAFED to check the measurements recorded jointly or otherwise as aforesaid and all provision stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a term of his contract that recording of measurement of any item of work in the measurement book and/ or its payment of the interim on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the Defects Liabilities Period.

**8. Monthly Payments:-**

The said statement shall be approved or amended by the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak in such a way that in his opinion, it reflects the amount due to the contractor in accordance with the contract, after deduction, of any sums which may have become due and payable by the contractor to the Employer. In case where there is difference of opinion as to the value of any item the GM's HAFED, CFP, Rohtak/Executive Engineer's, HAFED, Rohtak view shall prevail. Within the 7<sup>th</sup> day of the month following the receipt of the monthly statement, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall determine the outstanding amounts due to the contractor and shall issue to the contractor a certificate called "interim payment certificate" certifying the amount due to the contractor. However, the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak may recommend advance payment against on account bills when there is likely to be delay in authorizing payments for some special reasons which should be recorded.

9. The work shall be carried out as per the latest Respective Indian Standard Codes, Haryana PWD & Technical specifications mentioned in Tender Documents. In absence of specifications from Haryana PWD specifications, specifications from standard Engineering practice, IS codes and as per direction of the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall be followed.
10. The time period for completion of work shall be **Six Months** from the date of handing over of site to the agency.
11. The work shall be inspected and frequency of tests required shall be as per relevant IS Code.
12. The defect liability period shall be 24 (Twenty Four)-calendar months after commissioning of the works. Any defect in material or workmanship observed in the work during execution of work or within Defect liability period shall be rectified by agency at his own cost. In the case the contractor fails to rectify the defects within 15 days, the department shall get the work executed at his risks and costs and recovered from the Contractor.
13. Dispute arising out of this contract shall be limited to the jurisdictions of Panchkula court / Punjab & Haryana High Court, Chandigarh (as applicable) only.
14. All material to be arranged by contractor himself, shall be conforming to relevant ISI specification, duly ISI marked and as per list of approved manufactures/ makes by HAFED attached in the DNIT. Wherever referred ISI codes shall be with its latest amendments.
15. Contractor will have to supply manufacturer's certificate certifying that materials have been manufactured as per ISI specification, duly supported by necessary documentation.
16. Necessary certificate from the manufacturer for all the material brought at site shall be supplied to the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, certifying that this lot of material have been manufactured as per Standard of BIS and confirms to relevant ISI Code.

17. HAFED reserves its right to get any material tested from M/s Shri Ram Institute for Industrial research or other equivalent reputed test house to ensure for quality of material/work. Testing charges shall be borne by the Contractor, but in Case of failure of any lot of material, all the work executed with that lot of the material shall be rejected.
18. Sampling of work in progress shall be carried out by representative of GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, Contractor and shall be got tested as per approved Quality Assurance Plan from M/s Shri Ram Institute for Industrial research Delhi / M/s Delhi Test House, New Delhi and NIT Kurukshetra or any other lab as suggested by HAFED. Fee of testing shall be borne by the Contractor. But in case, if any sample fails, rectification of defective work, to be done upto the entire satisfaction of GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak, as defined in the Technical Specifications in Tender Documents, Relevant IS Codes & Haryana P.W.D. specifications as applicable..
19. All types of works to be carried out by maintaining industrial safety acts., Tools for maintaining the same at site to be arranged by the contractor at his own expenses. In case of any accidents occurred at site, Contractor is fully responsible for the same.
20. The contractor shall submit the CAR (Contractor's All Risks) Policy for the awarded value of the work and valid of the work and valid for the entire duration of the work including the extended period of work, if any. The contractor shall provide to the Federation copy of the insurance policies and document taken out by him pursuant of the contract immediately after such insurance coverage. If the contractor fails to effect and keep in force insurance, as per the terms of contract, the Federation may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Federation as aforesaid from any money due or which may become due to the contractor, or recover the same as debit due from the contractor.
21. The contractor shall be responsible for preparing all claims and make good for all damage or loss by way of repairs and or replacement of portion of any works damaged or lost. The transfer of title shall not in any way relieve the contractor of his responsibilities during the period of the contract including the Defects Liability Period.
22. The contractor shall abide by the local laws and regulations governing labour applicable from time to time. During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notification and by laws (including rules), regulation, 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.
23. The rate to be quoted shall include GST and other applicable taxes and nothing extra shall be payable to the agency on this account.
24. Nothing shall be paid for any loss and damages done to rain, floods or any other act of God and payment shall be made only for material acceptable to the department.
25. Material purchased in excess shall not be measured and paid for and if not removed within one month after completion of the work, the material shall become the property of the HAFED and no claim on this account shall be entertained.
26. The contractor shall provide suitable measuring arrangement at site for checking of various material supplied by him.

27. In case of duplicity/variation/contradiction of term & condition in the printed Tender Document and in special terms & conditions, terms and conditions mentioned in the Special terms & conditions will prevail.
28. The rate will be firm and binding on the contractor during the currency of contract including extended time period. No escalation shall be paid for any increase in cost of material & labour.

**29. Electricity & Water Electricity**

The contractor will bear all electricity & diesel charges during installation, testing, commissioning & trial run of 1 month period, at its own cost.

**Water**

Contractor is required to make his own arrangement for the water required for the installation, testing & commissioning, trial run of 1 month period, as well as for drinking and other uses of his workers at its own cost. In either case water being provided should be fit for the respective usage and the contractor shall provide the test report of water being used. In case the water is provided by HAFED the same shall be charged at the prevailing rates of HAFED water policy/norms.

**30. Taxes**

It is being specifically intimated that the bidders should include GST and other applicable taxes.

**31. Performance Security:**

- A. Performance Security for SITC (Supply, Installation, Testing, Commissioning & Trial Run) of Work which shall valid upto Defect Liability Period plus 60 days

The successful Bidder, i.e. the Bidder whose Bid is acceptable to the Employer, shall have to deposit Performance Security equal to 10% of the total contract value after deduction of the AMC value quoted by the bidder within 30 days of receipt of notification of award of the Contract. The performance security may be furnished in the form of Bank Guarantee from any Scheduled/ Nationalised bank in the format given in Bid Documents. The Bank guarantee for performance security shall remain in force as given in the Bid Document shall be valid up to 60 days beyond the expiry of the Defects Liability Period of two years. The extension of the Bank Guarantee will be extended and submitted by the bidder accordingly if there is any delay on the decision of HAFED.

The proceeds of the performance security shall be payable to the HAFED as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

**B. Performance Security for AMC which shall valid upto AMC Period plus 60days**

The successful Bidder, i.e. the Bidder whose Bid is acceptable to the Employer, shall have to deposit Performance Security equal to 50% of the AMC contract value quoted by the bidder before 30 days of completion of Defect Liability Period. The performance security may be furnished in the form of Bank Guarantee from any Scheduled/ Nationalised bank in the format given in Bid Documents. The Bank guarantee for performance security shall remain valid up to 60 days beyond the expiry of the AMC Period of three years. The extension of the Bank Guarantee will be extended and submitted by the bidder accordingly if there is any delay on the decision of HAFED.

The proceeds of the performance security shall be payable to the HAFED as compensation for any delay /loss resulting from the Contractor's failure to complete its obligations under the Contract.

**C. Performance Security for Operations, which shall valid upto Operations Period plus 60 days**

The Successful Bidder, i.e the Bidder whose Bid is acceptable to the Employer, shall have to deposit Performance Security equal to 50% of the Operations Contract Value quoted by the bidder before 30 days of completion of trial run of all Equipments. The performance security may be furnished in the form of Bank Guarantee from any Scheduled/ Nationalised bank in the format given in Bid Documents. The Bank guarantee for performance security shall remain valid up to 60 days beyond the expiry of the AMC Period of three years. The extension of the Bank Guarantee will be extended and submitted by the bidder accordingly if there is any delay on the decision of HAFED. The proceeds of the performance security shall be payable to the HAFED as compensation for any delay/ loss resulting from the Contractor's failure to complete its obligations under the Contract.

**1. Payment(Clause16)**

**I. Mobilization advance(Mandatory)**

- a) The contractor can avail 20% mobilization advance for Supply, Installation, Testing, Commissioning works of the contract value @ 9% of simple interest for capital works to expedite the deployment of technical staff, establishment of office for own & employees staff, material, movement of equipment and machinery etc. at site. This advance shall be paid against bank guarantee from any nationalised bank of India to be given by the contractor. The Employer is rightly entitled to check that mobilisation advance is utilised for the work for which it is given. Mobilization advance shall be recovered @ 20% of gross value of work done from each running account bill, however, in any case full mobilisation advance shall be recovered before 80% of total work completed. The bank guarantee shall be released after 100% of the recovery of Mobilisationadvance.
- b) Bonus @ 0.5% of contract value per fortnightly shall be paid to contractor for early completion. The bonus incentive for period less than fortnight shall not be paidfor.

**NOTE:**

- (i) The interest rate applicable for advance will be 9% per annum (simple interest) on the outstanding advance amount. The advance shall be adjusted by recovery on pro rata basis along with interest from the 1<sup>st</sup> Supply/RA Bill onwards. The interest shall be calculated on the basis of advance adjusted from the date of cheque towards advance payment to the date of receipt of material at site, on actual number ofdays.

- (ii) All bank guarantees should be issued by Nationalised Banks approved by RBI to be at par with Nationalised Banks for the limited purpose of acceptance of guarantee or foreign banks having branches in India.
- (iii) The successful bidder may raise running bills for supply as soon as supply is completed as per the schedule and bills for Installation & Commissioning job shall be raised as applicable.

## **II. Terms of Payment**

### **A. Terms of Payment for Supply Installation, Testing, Commissioning & Trial Run:**

- (a) 70% of contract price (against detailed item wise cost breakup be furnished by the Contractor in advance and accepted/ approved by SPV) on safe receipt of the goods at site and after inspection and approval of the SPV. 20% of mobilization advance will be recovered from each running bill on pro rata basis.
- (b) 20% of contract price shall be paid on actual completion of installation/erection and after due inspection and approval by the SPV (against detailed break up cost to be furnished by the Contractor in advance and accepted by the SPV).
- (c) The balance 10% shall be paid after successful commissioning and 1 month trial run of plant (on continuous satisfactory running of the complete plant for three month), and acceptance by the SPV's representative, within the scope of this contract.

**B. Terms of Payment for AMC Period:** The payment for AMC shall be made on quarterly basis and the above terms and conditions of payment and clause for mobilization advance is applicable only for Supply, Installation, Erection and Commissioning of equipments & machinery up-to defect liability period. No mobilization advance is to be given for AMC.

**C. Terms of Payment for Operations Period:** The payment of Operations shall be made on Monthly basis & the clause of mobilization advance is applicable only for Supply, Installation, Erection and Commissioning of equipments & machinery up-to defect liability period. No mobilization advance is to be given for Operations Period.

## **SECTION 4 (III) SCOPE OF WORK**

### **SCOPE OF WORK**

Design, detailed engineering, manufacturing, vetting from technical body, inspection at manufacturer's works, packing, forwarding, unloading, erection, testing, commissioning, achieving rated equipment and capacities including trial run, and handing over to HAFED's satisfaction of the following as given section wise in the list below and not limited to:

#### **A) Design and supply of Erection, testing and commissioning of**

- Material Handling Equipment
  1. 2 No's Reach Truck
  2. 2 No's Electric Forklift
  3. 2 No's Electric Pallet Truck
  4. 12 No's Hand Pallet Truck
- Double Deep Racking System
- Pallets and Crate etc.

#### **B) Trial Run and Training**

- Trial Run of the facility (Plant and machinery in the scope of the tender), starts from the date of commissioning for one month period. The scope under the trial run covers successful running and operation of all components in the scope for successful trial run, etc. All staff and materials required for trial run are to be deployed by the Successful Contractor.
- A minimum of one week training or more if required is to be arranged by the Successful Contractor for the running and operation staff proposed by HAFED during the trial run period. Prior Communication and Approval is to be done with HAFED regarding the training. The training should cover all details on running, monitoring, data recording and safety measures, etc. of all the equipment.



Sr No	Subject	Details	Remarks
1	Date of start of trial run	From the date of Commissioning	
2	Period of trial run	1 calendar months	
3	Brief Scope	<p>Running and operation of all the equipment: Successful running and operation MHE and other associated components in the scope</p> <p>And</p> <p>A minimum of one week training or more if required is to be arranged by the Successful Contractor for the running, and operation staff proposed by HAFED</p>	<p>Successful trial run shall be monitored for MHE etc.</p> <p>Minimum of one week training or more as required is to be organized by the Contractor.</p>

Trial run shall be for the period where consistent capacity proof is achieved for every component. Consistent capacity means running the plant at a rated capacity. Staff required for successful trial run are to be arranged by the Contractor.

The time period of Trial Run is 1 month to ensure all parameters should be achieved.

**C) Defect Liability period and Warranty, Annual Maintenance of the Plant and Machinery in the scope of the tender:**

The defect liability period shall be 24 (Twenty Four)-calendar months after commissioning of the Equipment, Plant and Machinery in the scope of the tender.

Any defect in material or workmanship observed in the work during execution of work or within Defect liability period shall be rectified by agency at his own cost (the contractor's Cost). In the case the contractor fails to rectify the defects within 15 days, HAFED shall get the work executed at his risks and costs and recovered from the Contractor.

The warranty and guarantee certificates of all the components and machinery in the scope of the tender shall be submitted to HAFED at the time of Supply and Installation and the same shall hold true if it is more than the defect liability period. Otherwise, defect liability of two years holds true for all the equipment.

The Bidder shall quote for 3 years (36 calendar months) of Annual Maintenance Services post completion of Defect Liability Period. The same shall also include warranty / guarantee / spare parts / maintenance of the all the equipment & machinery. (If warranty of equipment/machinery is more than the defect liability period of 24 months).

The services during the annual maintenance period of three years shall be the same as mentioned in the defect liability period. However, the cost of spares or machinery/equipment shall be paid by HAFED (if warranty given by original equipment manufacturer has expired) after ascertaining the same. The successful contractor shall prepare a list of the equipment for requirements of spare parts or for the equipment for which replacement may be required and submit the same with its quoted rates to HAFED during the financial bid submission. The quoted rates for the spare parts shall be in limits and shall correspond to the rates quoted for the Supply and installation of equipment in the scope of the tender. If any equipment is to be repaired/replaced which is not in the list of spare parts submitted then the Contractor shall submit three quotations to HAFED of that equipment / spare parts etc and take prior approval from HAFED for any kind of rework or replacement during the three years of maintenance period. HAFED deserves the right to verify the same by competitive third party agency.

Table for Defect Liability Period & Warranty:

Sr No	Subject	Details	Remarks
1	Date of start of defect liability and warranty	From the date of Commissioning	
2	Period of defect liability and warranty	Minimum of 24 calendar months (2 years) and beyond for all the equipment whose Warranty is for more than 24 months as per Original Equipment Manufacturer.	
3	Brief Scope	Rectification and Replacement of the equipment if defects or error in functioning are found.	Reporting and Approval from HAFED

Table for Annual Maintenance Period:

Sr No	Subject	Details	Remarks
1	Date of start of Annual Maintenance	From the date of Completion of defect liability period	
2	Period of Annual Maintenance	Minimum of 36 calendar months (3 years) and beyond for all the equipment whose Warranty is for more than 24 months as per Original Equipment Manufacturer.	
3	Brief Scope	The successful contractor shall prepare a list of the equipment for requirements of spare parts or for the equipment for which replacement may be required and submit the same with its quoted rates to HAFED during the financial bid submission. The quoted rates for the spare parts shall be in limits and shall correspond to the rates quoted for the Supply and installation of equipment in the scope of the tender. If any equipment is to be repaired/ replaced which is not in the list of spare parts submitted then the Contractor shall submit three quotations to HAFED of that equipment / spare parts etc and take prior approval from HAFED for any kind of rework or replacement during the three years of maintenance period. HAFED deserves the right to verify the same by competitive third party agency	Reporting and Approval from HAFED

**\*\*\*\* It may be noted that if warranty/guarantee is more than 60 months (24 months of Defect Liability and 36 months of Annual Maintenance) then the Contractor has to replace/rectify the same. If warranty exists beyond 36 months it is the sole responsibility of the Contractor to maintain the same in case of any damage as stated by Original Manufacturer agency.**

**III. Technical Operations of the Plant and Machinery in the scope of the tender** The Bidder shall quote for 3

years of Operations of the Plant and Machinery from the date of Successful trial run. This includes all required staff for technical operation/technical assistance of all the plant and machinery supplied in the scope of the tender on compulsory 24x 7 hours basis. (On 3 shifts or as proposed by the contractor). The bidder should mention the operation staff proposed with their qualification and academic details for running and operating the plant and machinery in the technical bid and quote for the same accordingly in the financial bid bifurcating the staff requirements. After commissioning, all required other staff for the facility such as Security, Housekeeping, Marketing Manager, Administrative Manager, Material Handling Equipment Operators etc. are to be deployed by HAFED as per their own decisions. However, technical staff and any other staff required for technical operation of plant and machinery for the three years period after successful trial run are to be deployed by Bidder/Successful contractor on 24x7 basis, responsible for all plant and machinery in the scope of the tender as mentioned above in detail. (The bidder should include only for the operation staff, services for the plant and machinery and not for the entire facility. No housekeeping staff/security staff/ are to be included)

<b>Sr No</b>	<b>Subject</b>	<b>Details</b>	<b>Remarks</b>
1	Date of start of Annual Maintenance	From the date of Successful Completion of trial run of all the equipment	
2	Period of Annual Maintenance	Minimum of 36 calendar months (3 years) for all the equipment , plant and , machinery in the scope of tender	
3	Brief Scope	Only running and operation of all the equipment in the scope of tender. No role in administration, Housekeeping, Marketing and security etc.	Reporting and Approval from HAFED

**Note:**

- **The completion date of commissioning of all equipment will be marked as the final date of commissioning for further reference of Trial Run, Defect Liability Period and subsequently for Annual MaintenancePeriod.**
- **In case, any equipment is replaced or repaired during Defect Liability period or annual maintenance period (falling in the warranty period given by Original Equipment Manufacturer), all tests are to be performed by the contractor for the new equipment as per the Quality Assurance Plan. Schedule of spares inventory should be presented to HAFED at the time ofcommissioning.**

## SECTION 5(I)

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

In this Contract, the following terms shall be interpreted as indicated.

- a) "The Contract" means the agreement entered into between the HAFED and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;
- c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Contractor is required to supply to the HAFED under the Contract;
- d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the Contract;
- e) "The Contractor" means the individual or firm supplying the Goods and services under this Contract.
- f) "Office-in-charge" means the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak designated as such or other Officer appointed from time to time by the HAFED and notified in writing to the Contractor to act as Officer-in-charge for the purposes of contract.
- g) "Works" means all goods to be provided and work (Services) to be done by the Contractor under the contract.

#### 2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### 3. Country of Origin

3.1 For purpose of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.2 The origin of Goods and Services is distinct from the nationality of the Contractor.

#### 4. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

**5. Use of Contract Documents and Information**

5. 1. The Contractor shall not, without the HAFED's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the HAFED in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
5. 2. The Contractor shall not, without the HAFED's prior written consent, make use of any document or information enumerated in para. 5.1 Except for purposes of performing the Contract.
5. 3. Any document, other than the Contract itself, enumerated in Para. 5.1 shall remain the property of the HAFED and shall be returned (in all copies) to the HAFED on completion of the Contractor's performance under the Contract if so required by the HAFED.

**6. Patent Rights**

The Contractor shall indemnify the HAFED against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**7. Inspection and Tests**

- 8.1 The HAFED or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests and QAP attached in the document the HAFED requires and where they are to be conducted. The HAFED shall notify the Contractor in writing of the identity of any representatives, if retained for these purposes. The contractor has to inform HAFED prior to despatch of any major equipment of the contract document. The contractor can only supply material if the inspection is found satisfactory.
- 8.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery and/or at the Goods' final destination. Where conducted on the premises of the Contractor or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the HAFED. In case of any defects or deficiency notified by the HAFED's inspection authority, the Contractor will rectify and make good the same without delay and not proceed with further processing of such item(s) of Goods without obtaining approval from the inspection authority.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the HAFED may reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the HAFED.
- 8.4 The HAFED's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the HAFED or its representative prior to the Goods shipment from the country of origin.

## **8.5 Tests upon completion**

- 8.5.1** The Contractor shall give to the HAFED 21 days notice of the date after which he will be ready to make the tests of completion (the Test). Unless otherwise agreed, the Tests shall take place within 14 days after the said date on such day or days, as the HAFED shall notify the Contractor.
- 8.5.2** If the HAFED fails to appoint a time after having been asked to do so, or does not attend at the time and place appointed, the Contractor shall be entitled to proceed with the Tests in his absence. The tests shall then be deemed to have been made in the presence of the HAFED and the results of the Tests shall be accepted as accurate.
- 8.5.3** If the Tests are being unreasonably delayed by the Contractor the HAFED may give notice requiring the Contractor to make the tests within 21 days after the receipt of such notice. The Contractor shall make the Tests on such days within that period as the Contractor may fix and of which he shall give notice to the HAFED.
- 8.5.4** If the Contractor fails to make the Tests within 21 days the HAFED may himself proceed with the Tests. All tests so made by the HAFED shall be at the risk and cost of the Contractor and the cost thereof shall be deducted from the Contractor's price. The test shall then be deemed to have been made in the presence of the Contractor and results of the tests shall be accepted as accurate.
- 8.5.5** If the Goods/services or any section fails to pass the Tests, the Contractor may require such tests to be repeated on the same terms and conditions. All costs to which the HAFED may be put to by the repetition of the tests under this sub-clause or under sub-clause 8.5.14 shall be deducted from the Contract Price.
- 8.5.6** If the HAFED and the Contractor disagree on the interpretation of the test results each shall give a statement of his views to the other within 14 days after such disagreement arises. The statement shall be accompanied by all relevant evidence. The HAFED will review both the statements and render a final decision within a further period of fourteen (14) days, which shall be binding on the Contractor.
- 8.5.7** If the Goods/Services or any Section fails to pass the Tests on the repetition thereof under sub-clause 8.5.4 the HAFED after due consultation with the Contractor, shall be entitled to:
- a) Order one further repetition of the Tests under the conditions of sub-clause 8.5.4 or
  - b) Reject the Goods or a section thereof in which event the HAFED shall have the same remedies against the Contractor as are provided under sub-clause 8.5.12.
  - c) Issue a taking over certificate, if the HAFED so wishes, notwithstanding that the Goods are not complete. The Contractor's price shall then be reduced by such amount as may be agreed to by the HAFED and the Contractor or failing an agreement, as may be determined through arbitration.
- 8.5.8** In considering the results of tests carried out under sub-clause 8.5.11 and 8.5.14 and the HAFED shall make allowances for the effect of any use of the Goods by him on the performance or other characteristics of the Goods.
- 8.5.9** As soon as the Goods/Services or any section thereof has passed the tests, the HAFED shall issue a certificate to the Contractor to that effect.

**8.5.10** The Goods and Services shall be accepted by the HAFED when they have been completed in accordance with the contract, except in minor respects that do not affect the use of the Goods for their intended purposes and having passed the tests on completion and a taking over certificate has been issued or deemed to have been issued in accordance with sub-clause 8.5.10

**8.5.11** The Contractor may apply by notice to the HAFED for a taking over certificate not earlier than 14 days before the goods will in the Contractor's opinion be complete and ready for taking over under sub-clause 8.5.9.

The HAFED shall within 28 days after the receipt of the Contractor's application either:

- a) Issue the taking over certificate to the Contractor stating the date on which the works were complete and ready for taking over, or
- b) Reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the taking over certificate to be issued.

If the HAFED fails either to issue the taking over certificate or to reject the Contractor's application within the period of 28 days he shall be deemed to have issued the taking over certificate on the last day of that period.

If the services are divided by the Contract into sections the Contractor shall be entitled to apply for separate taking over certificate for each such section.

**8.5.12** The HAFED shall not use any part of the Goods unless taking over certificate has been issued in respect thereof.

If nevertheless the HAFED uses any part of the Goods that part which is used shall be deemed to have been taken over at the date of such use. The HAFED shall on request of the Contractor issue a taking over certificate accordingly. If the HAFED uses any part of the Goods before taking over, the Contractor shall be given the earliest opportunity of taking such steps as may be necessary to carry out the tests on completion.

**8.5.13** If the Contractor fails to remedy a defect or damage pointed out by the HAFED within a reasonable time, the HAFED may fix a final time for remedying the defect or damage.

If the Contractor fails to do so, the HAFED may:

- a) Carry out the work himself or by others at the Contractor's risk and cost, provided that he does so in a reasonable manner. The costs properly incurred by the HAFED in remedying the defect or damage shall be deducted from the Contract Price, but the Contractor shall have no responsibility for such work, or
- b) Require the Contractor to grant the HAFED a reasonable reduction in the Contract Price to be agreed or fixed by arbitration or

- c) If the defect or damage is such that the HAFED has been deprived of substantially the whole of the benefits of the Goods or a part thereof, he may terminate the Contract, in respect of such parts of the Goods as cannot be put to the intended use. The HAFED shall, to the exclusion of any remedy be entitled to recover all sums paid in respect of such parts of the Goods together with the cost of dismantling the same, clearing the site and returning plant to the Contractor or otherwise disposing of it in accordance with the Contractor's instructions.

**8.5.14** If the defect or damage is such that repairs cannot be expeditiously carried out on the site, the Contractor may with the consent of the HAFED remove from the site for the purpose of repair any part of the works which is defective or damaged, after furnishing a suitable guarantee as may be prescribed by the HAFED.

**8.5.15** If the replacement or renewals are such that they may affect the performance of the services, the HAFED may request that the tests on completion be repeated to the extent necessary. The request shall be made by notice within 28 days after the replacement or renewal. The tests shall be carried out in accordance with clauses 8.5.1 to 8.5.3.

**8.5.16** Until the final certificate of commissioning has been issued, the Contractor shall have the right of access to all parts of the Goods and to the records of the working and performance of the Goods and Services.

Such right of access shall be during the HAFED's normal working hours at the Contractor's risk and cost. Access shall also be granted to any duly authorized representative of the Contractor whose name has been communicated in writing to the Contractor.

Subject to the HAFED's approval, the Contractor may also at his own risk and cost Make any tests, which he considers desirable.

**8.6** Nothing in the clause 8 shall in any way relieve the Contractor from any warranty or other obligations under this Contract.

## **9. Packing and Marking**

9. 1. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9. 2. The packing, marking and documents within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 18 and any subsequent instructions given by the HAFED.

9. 3. Each package shall be marked to indicate:

- |                           |  |
|---------------------------|--|
| a) Name of the Contractor | d) Purchase Order number                               |
| b) Details of items in    | e) Gross, net and tare the package weights of the item |
| c) Name of the Consignee  | f) Destination   |



## **10 Delivery and Documents**

Delivery of the Goods shall be made by the Contractor in accordance with the terms specified by the HAFED in its Schedule of Requirements and the Special Conditions of Contract.

## **11. Insurance**

- 11.1** The Goods supplied under the Contract shall be fully insured in Indian Rupees or a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage at site, delivery and up to handing over of the plant and equipment in the manner specified in the Special Conditions of Contract.
- 11.2** Where delivery of the Goods is required by the HAFED on a CIF basis, the Contractor shall arrange and pay for marine insurance naming the HAFED as the beneficiary.
- 11.3** The Contractor shall provide a copy of the insurance policy along with invoice to the HAFED who will make arrangements to extend the validity of the policy, if necessary.
- 11.4** Should any loss or damage occur, the Contractor should-
  - a.** Initiate and pursue claim till settlement, and
  - b.** Promptly make arrangements for repair and/or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

## **12. Transportation**

- 12.1** Where the Contractor is required under the Contract to deliver the Goods FOR DESTINATION, as specified in the schedule of requirements. Transportation shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.
- 12.3** Where the Contractor is required to effect delivery under any other terms, for example, by post or to another address in the source country, the Contractor shall be required to meet all transport and storage expenses until delivery.
- 12.4** In all the cases, transportation of the Goods up to the project site shall be the responsibility of the Bidder and the cost thereof shall be included/ indicated in the contract price.
- 12.5** Where the Contractor is required under the Contract to deliver the Goods CIF, no further restrictions shall be placed on the choice of the ocean carrier.

## **13. Incidental Services**

**13.1** As specified in the General Conditions of Contract, the Contractor may be required to provide any or all of the following services:

- a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; and manuals covering the operation and maintenance of automation software and control systems.
- d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- e. Conduct of training of the HAFED's personnel, at the Contractor's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.

**13.2** Prices charged by the Contractor for the preceding incidental services, if not included in the price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged from other parties by the Contractor for similar services.

**14. Spare Parts requirement after defect liability period:**

**14.1** As specified in the Special Conditions of Contract, the Contractor may be required to provide the materials and notifications pertaining to spare parts manufactured or distributed by the Contractor:

- a. Such spare parts as the HAFED may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any warranty obligations under the Contract; and
- b. In the event of termination of production of the spare parts:
  - i. Advance notification to the HAFED of the pending termination, in sufficient time to permit the HAFED to procure its needed requirements; and
  - ii. Following such termination, furnishing at no cost to the HAFED, the blueprints, drawings and specifications of the spare parts, if and when requested.

**15. A. Defects liability:**

The defect liability period for the work is 24 months after successful commissioning of plants. During the defect liability period contractor shall be responsible for any damage, defects to equipment machinery/plants, services of machinery equipments as per their manual, replacement of any parts/machinery as required for proper functioning of plants.

### **15.1 Completion of Outstanding Work and Remedying Defects**

In order that the Contract Documents and the Works shall be in the condition required by the Contract (fair wear and tear expected) at, or as soon as practicable after, the expiry of the Contract Period, the Contractor shall

- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, as soon as practicable after such date, and
- b) execute all work of amendment, rework, and remedying defects or damage, as may be instructed by the Employer or the Employer's Representative during the Contract Period.

If any such defect appears or damage occurs, the Employer or the Employer's Representative shall promptly notify the Contractor in writing.

### **15.2 Cost of Remedying Defects**

All work referred to in Sub-Clause 15.1 (b) shall be executed by the Contractor at his own cost, if the necessity for such work is due to

- (a) The design of the Works,.
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) Failure by the Contractor to comply with any of his other obligations.

### **15.3 Failure to Remedy Defects**

If the Contractor fails to remedy any defect or damage within a reasonable time, the Employer or the Employer's Representative may fix a date on or by which to remedy the defect or damage, and give the Contractor reasonable notice of such date.

If the Contractor fails to remedy the defect or damage by such date and the necessity for such work is due to a cause stated in Sub-Clause 15.2(a), (b), or (c), the Employer may (at his sole discretion):

- (i) Carry out the work himself or by others, in a reasonable manner and at the Contractor's risk and cost, but the Contractor shall have no responsibility for such work: the costs properly incurred by the Employer in remedying the defect or damage shall be recoverable from the Contractor by the Employer;
- (ii) Require the Employer's Representative to determine and certify a reasonable reduction in the Contract Price; or
- (iii) If the defect or damage is such that the Employer has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in respect of such parts of the Works as cannot be put to the intended use: the Employer shall then be entitled to recover all sums paid for such parts of the Works together with the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor, and Sub-Clause 15.1 shall not apply.

### **15.4 Removal of Defective Work**

If the defect or damage is such that it cannot be remedied expeditiously on the Site, the Contractor may, with the consent of the Employer's Representative or the Employer, remove from the Site for the purposes of repair any part of the Works which is defective or damaged.

## **15. Warranty/Guarantee**

- 15.1** Contractor warrants that the Goods and equipment, supplied, installed and commissioned under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the HAFED's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination. The Contractor also guarantees that the Goods supplied shall perform satisfactorily as per the signed/rated/-installed capacity as provided for in the Contract.
- 15.2** This warranty/guarantee shall remain valid for 24 months and as per the original manufacturer (if it is more than 24 months) after the Goods have been commissioned/ installed at site, installed and the plant successfully tested, commissioned and accepted by the HAFED. The HAFED shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 15.3** Upon receipt of such notice, the Contractor shall, repair or replace the defective Goods or parts thereof within fifteen days without costs to the HAFED other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from the port of entry to the final destination.
- 15.4** If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the HAFED may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the HAFED may have against the Contractor under the Contract.

## **16. Payment**

- 16.1** The method and conditions of payment to be made to the Contractor under the Contract shall be specified in the Special Conditions of Contract.
- 16.2** The Contractor's request(s) for payment shall be made to the HAFED in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by shipping documents, submitted pursuant to Clause 10, and fulfilment of other obligations stipulated in the Contract.
- 16.3** Payments shall be made promptly by the HAFED within thirty (30) days of submission of an invoice/claim by the Contractor.
- 16.4** All payments under this contract shall be made in Indian Rupees only.

## **17. Prices**

1. Prices charged by the Contractor for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid.
2. Price variation on account of change in rates of taxes and duties namely GST etc on the invoices items/services shall not be payable by HAFED.

## **18. Change Orders**

**18.1** The HAFED may, at any time, by a written order given to the Contractor pursuant to Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- a. Drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the HAFED ;
- b. The method of shipment or packing;
- c. The place of delivery; or
- d. The Services to be provided by the Contractor.

**18.2** If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the HAFED 's change order.

## **19. Contract Amendment**

**19.1** Subject to Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **20. Assignment**

**20.1** The Contractor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the HAFED 's prior written consent.

## **21. Subcontracts**

**21.1** The Contractor shall notify the HAFED in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

**21.2** Subcontracts must comply with the provisions of clause 3

## **22. Delays in the Contractor's Performance**

**22.1** Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule specified by the HAFED in its Schedule of Requirements.

**22.2** A non-excused delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to any or all of the following sanctions:  
Forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

**22.3** If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the HAFED in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the HAFED shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

## **23. Liquidated Damages**

**23.1** Subject to Clause 25, if the Contractor fails to deliver any or all the goods or perform the services within the times period (s) specified in the Contract, the HAFED shall, without prejudice to its other remedies under the Contract, deduct from the contract prices, as liquidated damages, a sum equivalent to:

- (1) 0.5% of the full contract value for every completed week (week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculations of liquidated damages) of delay in the supplies/commissioning.
- (2) The total amount so deducted shall not exceed 10% of the Contract value. Once the maximum is reached, the HAFED may consider termination of the contract.

**23.1.2** The total amount so deducted shall not exceed 10% of the Contract value. Once the maximum is reached, the HAFED may consider termination of the Contract pursuant to Clause 24.

**23.2** Any incremental taxes and levies on account of delay in performance of the Contract by the Contractor shall be to the Contractor's account.

## **24. Termination for Default**

### **24.1 Contractor's default:**

**24.1.1** If the Contractor shall assign the Contract, without the consent in writing of the HAFED first obtained, or if in the opinion of the HAFED, the Contractor:

- a. Has abandoned the Contract, or
- b. Without reasonable excuse has failed to commence the Works or has suspended the progress of the works for twenty eight days after receiving from the HAFED written notice to proceed, or
- c. Despite previous warnings by the HAFED, in writing, is not executing the works in accordance with the Contract, or neglecting to carry out his obligations under the contract so as seriously to affect the carrying out of the Works.

Then the HAFED may, after giving fourteen days notice in writing to the Contractor, enter upon the Site and expel the Contractor there from without thereby voiding the contract, or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred by the Contract on the HAFED and may himself complete the works or may employ any other Contractor to complete the Works without prejudice to any other remedy of the HAFED. The HAFED or such other Contractor shall have free use for such completion of so much of the Contractor's Equipment as may be on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the inclusion of any right of the Contractor over the same.

**24.1.2** The HAFED shall, as soon as may be practicable after any such entry and expulsion by the HAFED fix and determine by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any unused or partially used materials on the Site.

**24.1.3** If the HAFED shall enter and expel the Contractor under this Clause, he shall not be liable to pay to the Contractor any money on account of the Contract until the costs of execution and all other expenses incurred by the HAFED have been ascertained and the amount thereof certified. The Contractor shall then be entitled to receive only such sum or sums, if any, as the HAFED may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the HAFED the amount of such excess and it shall be deemed a debt due by the Contractor to the HAFED and shall be recoverable accordingly.

**24.1.4** If the HAFED pursuant to this Clause takes the Works or part thereof out of the Contractor's hands the Contractor's Liability under Clause for delay in completion shall immediately cease, without prejudice to any such liability that may at that time already be recoverable from the Contractor by the HAFED.

**24.1.5** Consequent to such termination of Contract, the HAFED shall also be entitled to recover the advance paid, if any, to the Contractor along with interest @ 18% per annum compounded quarterly on the last day of March, June, September and December on the advance paid for the entire period for which the advance was retained by the Contractor.

## **24.2 Default of the HAFED**

### **24.2.1 In the event of the HAFED:**

- a. Failing to pay to the Contractor the amount due within 60 days after the same shall have become due under the terms of the Contract subject to any deduction that the HAFED is entitled to make under the Contract, or
- b. Becoming bankrupt or (being a company) going into liquidation other than for the purpose of a scheme of reconstruction or amalgamation, or
- c. Being unable to continue to meet his contractual obligations for unforeseen reasons due to economic dislocation

The Contractor shall be entitled without prejudice to any other rights or remedies (and in respect of paragraph (a) above as an alternative to the provisions of Clause 16 for Payment to terminate his employment under the Contract by giving 30 days prior notice in writing to the HAFED .

**24.2.2** Upon the giving of such notice the Contractor shall with all reasonable dispatch remove from the Site all Contractors' equipment brought by him thereon.

**24.2.3** In the event of such termination the HAFED shall be under the same obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of Sub-Clause 25.4.2 hereof but in addition payment specified therein, the HAFED shall pay to the Contractor the amount of any reasonable loss or damage to the Contractor arising out of or in connection with or by consequence of such termination.

**24.2.4** Nothing in this clause contained shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the rights and remedies in this Clause specified any other rights or remedies to which the Contractor may be entitled.

## **25. ForceMajeure**

**25.1** Notwithstanding the provisions of Clauses 22, 23, 24, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of ForceMajeure.

**25.2** For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HAFED either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

**25.3** If a Force Majeure situation arises, the Contractor shall promptly notify the HAFED in writing of such condition and the cause thereof. Unless otherwise directed by the HAFED in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **25.4 Termination in Consequence of Force Majeure**

**25.4.1** If circumstances of Force Majeure have occurred and shall continue for a period of 182 days then, notwithstanding that the Contractor may by reason thereof have been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other 28 days' notice to terminate the Contract. If at the expiry of the period of 28 days Force Majeure shall still continue the Contract shall terminate.

**25.4.2** If the Contract shall be terminated as aforesaid the Contractor shall be paid by the HAFED (in so far as such amounts or items have not already been covered by payments on account made to the Contractor) for all work executed prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a) The amounts payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed, and a proper proportion as certified by the HAFED of any such items the work or service comprised in which has been partially carried out or performed.
- b) The cost of materials or goods reasonably ordered for the Works or for use in connection with the Works which shall have been delivered to the Contractor or of which the Contractor is legally liable to accept delivery (such materials or goods becoming the property of the HAFED upon such payment being made by him).
- c) A sum, to be certified by the HAFED, being the amount of any expenditure, which in the circumstances was reasonably incurred by the Contractor in the expectation of completing the whole of the Works, in so far as such expenditure shall not have been covered by the payments in this Sub-Clause before mentioned.
- d) The reasonable cost of removal under Sub-Clause 2 of this Clause and (if enquired by the Contractor) return thereof to the Contractor's works in his country or to any other destination at no greater cost.



- e) The reasonable cost of repatriation of all the Contractor's staff and workmen employed on or in connection with the Works at the time of such termination.  
Provided always that, against any payments due from the HAFED under this Sub-Clause, the HAFED shall be entitled to be credited with any outstanding balances due from the Contractor for advances in respect of Plant and materials, and any sum previously paid by the HAFED to the Contractor in respect of the execution of the Works.

## **26. Termination for Insolvency**

**26.1** The HAFED may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if:

- a) The Contractor becomes bankrupt or otherwise insolvent,
- b) The Contractor being a Company is wound up voluntarily by the order of a Court receiver, liquidator or Manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or a Manager, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the HAFED.

## **27. Termination for Convenience**

**27.1** The HAFED, may by written sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the HAFED's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

**27.2** The Goods that are complete and ready for shipment within 30 days after the Contractor's receipt of notice of termination shall be purchased by the HAFED at the Contract terms and prices. For the remaining Goods, the HAFED may elect:

- a. To have any portion completed and delivered at the Contract terms and prices; and/or
- b. To cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and for materials and parts previously procured by the Contractor.

## **28. Resolution of Disputes**

**28.1** The HAFED and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

**28.2** If, after thirty (30) days from the commencement of such informal negotiations, the HAFED and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration. The mechanisms shall be specified in the Special Conditions of Contract.

## **29. Governing Language**

**29.1** The Contract shall be written in the language of the bid, as specified by the HAFED in the Instructions to Bidders. Subject to Clause 30, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

## **30. Applicable Law**

**30.1** The Contract shall be interpreted in accordance with the laws of the Union of India.

## **31. Notices**

**31.1** Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex/fax and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

**31.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **32. Taxes and Duties**

**32.1** A Contractor shall be entirely responsible for payment of all taxes, duties, license fees, entry tax etc. until taking over of the works by the 'HAFED'.

## **33. Right to use defective Goods**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the Goods proves to be unsatisfactory, the HAFED shall have the right to continue to operate or use such Goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the HAFED's operation.

## **33. Standard terms & conditions of GST**

**1.0** The price bid by the contractor shall be inclusive of all taxes including GST upto the closing date for submission of bid in the employer's country on the contractor's equipment, plant, material & supplies (payment, temporary and consumable) acquired for the purpose of the contract and on the services performed under the contract.

**2.0** The contractor shall raise taxable invoice provision of GST to HAFED.

**3.0** The transaction on which GST will be claimed from HAFED shall be included in the return to be furnished under GST law & the amount claimed from HAFED shall be amounting for in the GST returns and will be deposited with GST authorities within the time prescribed by law in this regard.

**4.0** The contractor shall indemnify HAFED for all losses caused to HAFED on account of excess charges of GST, In case it is found at a later stage that that wrong or incorrect payment has been recovered by it from HAFED on account of GST, the same will be refunded forthwith.

**5.0 Subsequent Legislation** – If, after the date of submission of tenders for the contract there occur changes to any national or state statute, Ordinance, Decree law which causes additional or reduced cost to the contractor, in the execution of the contract, such additional or reduced cost shall, be determined by GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak and shall be added to or deducted from the contract price and the GM HAFED, CFP, Rohtak/Executive Engineer, HAFED, Rohtak shall notify the contractor accordingly.

- 6.0 Income tax, labour cess and other deductions as applicable/as may be notified by union Government/State Government from time to time will be deducted from gross payment as per Govt. Instructions.
- 7.0 Nothing in the contract shall relive the contractor from his responsibility to pay taxes/duties/cess etc. that may be levied in the employers country on profits made by him in respect of the contract.
- 8.0 HAFED will not facilitate towards issuance of any certificate for availing exemption of any taxes through local administration/Deputy Commissioner or otherwise.
- 9.0 Tax will be deducted at source by HAFED from the payment or credit to be made to the contractor as per provisions of GST law when the provisions of section 51 of CGST Act will be made applicable of HAFED.
- 10.0 An undertaking in this regard be given by agency at **Annexure-I**.

**Undertaking**

1. Certified that the transaction on which GST will be claimed shall be included in the return to be furnished under GST Act and the amount claimed from HAFED shall be accounted for in the returns and will be deposited with GST authorities as required.
  
2. Certified that GST will not be charged on the exempt supplies made to HAFED.
  
3. Certified that we shall indemnify the HAFED in case it is found at a later stage that wrong or incorrect payment has been received on account of GST, the same will be refunded.

(Signature)

Complete Name.....

Address.....

.....

GSTIN.....

## SECTION 5(II)

### GENERAL CONDITIONS OF CONTRACT FOR SUPPLY

**a. Scope:**

The following General Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

**b. Definitions**

1. The HAFED is Haryana State Cooperative Supply and Marketing Federation Limited and would include the term "Owner".
2. The Contractor is (Name of Contractor).

**c. Country of Origin**

The place where the goods were mined, grown or produced from which the services are supplied

**d. Equivalency of Standards and Codes**

Wherever reference is made in the contract to the respective standards and codes in accordance with which goods and materials are to be furnished, and work is to be performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly set forth in the Contract. Where such standards and codes are national in character, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be accepted subject to the HAFED 's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the HAFED at least 30 days prior to the date when the Contractor desires the HAFED 's approval. In the event the HAFED determines that such proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards set forth in the documents.

**e. NA**

**f. Inspection and Tests**

- 6.1 HAFED may depute any third Party inspection of all Mechanical equipment, electrical motors, battery, accessories etc. before dispatch to site. The inspection expenses (Travelling & arrangement) to be borne by the contractor. The HAFED (Employer) shall inform to the contractor, the name(s) of third party at appropriate time.
- 6.2 The inspection of the Goods shall be carried out to check whether the Goods are in conformity with the technical specifications attached to the purchase order form and shall be in line with the inspection/test procedures laid down in the Schedule of Specifications and the Contract conditions.

- 6.3 Manufacturer must have suitable facilities at their works for carrying out various performance tests on the equipment. The bidder should clearly confirm that all the facilities exist for inspection and shall be made available to the inspecting Authority.
- 6.4 A load and functional tests as indicated in the specifications must be carried out at the manufacturer's works. Reliability of the equipment shall be demonstrated to the satisfaction of the appointed inspector or inspecting Agency.
- 6.5 Approved Contractor's drawings shall not be departed from except as provided in the Bidding Document.
- 6.6 The HAFED shall have the right at all reasonable times to inspect, at the Contractor's premises all Contractor's drawings of any part of the work.
- 6.7 The Contractor shall provide, within the time stated in the contract or in the programme, drawings showing how the plant is to be designed and any other information required for-
- a. Preparing suitable foundations or other means of support.
  - b. Providing suitable access on the site for the plant and any necessary equipment to the place where the plant is to be erected and
  - c. Making necessary electrical connections from the panel board provided in the individual sections to the machines.
- 6.8 Before the goods and equipment are taken over by the HAFED, the Contractor shall supply operation and maintenance manuals together with drawings of the goods and equipment as built. These shall be in such details as will enable the HAFED to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the HAFED.
- 6.9 The goods will be accepted after inspection by the HAFED, his representative or any inspection agency appointed by HAFED.

**g. Delivery and Documents (Clause 10)**

Upon shipment/dispatch, the Contractor shall notify to the HAFED by cable or email or fax the full details of dispatch including HAFED order no., description of the goods, quantity, mode of transport, place of loading, date of dispatch etc. The Contractor will mail the following documents to the HAFED with a copy to the Insurance Company:

Original and three copies of:

- (i) The Contractor's invoice showing purchase order no. Goods description, quantity, unit price, total amount;
- (ii) Delivery note/case-wise detailed packing list identifying contents of each package/ lorry receipt;
- (iii) Manufacturer's/Contractor's guarantee certificate;
- (iv) Inspection Certificate issued by the nominated inspection agency, and the Contractor's factory inspection report;
- (v) Certificate of origin;
- (vi) Insurance policy;
- (vii) Any other document evidencing payment of statutory levies.
- (viii) The Contractor's certificate certifying that the defects pointed out during inspection have been rectified.
- (ix)

**Note:** The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. Should be identical to that used in the purchase order. The despatch particulars including name of transporter, LR no. And date should also be mentioned in the invoice/s.

#### **h. Insurance**

1. The “**marine / transit**” insurance to be taken by the contractor / Contractor shall be in an amount equal to 110% of the FOR Destination value of the goods from "warehouse to warehouse" on "All Risks" basis including Strike, Natural calamities but exclusive of War Risks valid for a period not less than 3 months after the date of arrival of Goods at final destination.
2. “**Storage-cum-erection ALL Risks**” insurance for an amount equal to 110% of the contract value valid for a period not less than 3 months after installation, including one month for testing and commissioning, shall be taken by the contractor / Contractor.

OR

As an alternative to (a) & (b) above, “Marine-cum-erection ALL Risks” insurance policy, covering storage of equipment and other erection materials at site, for an amount equal to 110% of the contract value of supply, installation & commissioning and valid for a period not less than 3 months after installation, including one month for testing and commissioning, shall be taken by the contractor / Contractor.

3. **Third Party Insurance** : Before commencing the erection work the contractor / Contractor without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property including that of the Owner / HAFED, or to any person including any employee of the Owner / HAFED. Such insurance shall be for an amount not less than Rs.10.00 lakhs per occurrence with the number of occurrence unlimited.

**i. Incidentalservices**

**9.1** The incidental services for supply, installation and commissioning contract, as follows shall be provided by theContractor:

- (a) Furnishing of tools required for assembly and maintenance of the suppliedgoods for 2 years;
- (b) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the suppliedGoods;
- (c) On-site assembly and start-up of the suppliedGoods;
- (d) Conduct of training of the HAFED 's personnel (approx. for 4 man-weeks); at the Contractor's plant and/or on-site, in assembly, start-up operation, maintenance and/or repair of the supplied Goods.
- (e) Furnishing of layout drawing etc. as specified in clause 3 of Special Conditions of Contract Part II.

**j. SpareParts**

Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares such as gaskets, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within 15 days of placement of order after defect liability period and free of cost during the defect liability period.

**k. Warranty/Guarantee (Clause15)**

The warranty and guarantee certificates of all the components and machinery in the scope of the tender shall be submitted to HAFED at the time of Supply and Installation and the same shall hold true even if it is more than the defect liability period. Otherwise, defect liability holds true for all theequipments.



**SECTION 5(III)**  
**GENERAL CONDITIONS OF CONTRACT FOR INSTALLATION**

**1.0 SUFFICIENCY OF TENDER**

The Contractor by bidding shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract Price, as to the possibility of executing the works as shown and described in the Contract, as to the general circumstances at the site of the works, as to the general labour position at site and to have determined the prices accordingly.

**2.0 PROGRAMME OF INSTALLATION AND COMMISSIONING**

As soon as practicable after the acceptance of the bid, the Contractor shall submit to the HAFED for his approval a comprehensive programme in the form of PERT network/ bar chart and any other form as may be required by the HAFED showing the sequence of order in which the Contractor proposes to carry-out the works including the design, manufacture, delivery to site, erection and commissioning thereof. After submission to and approval by the HAFED of such programme, the Contractor shall adhere to the sequence of order and method stated therein. The submission to and approval by the HAFED of such programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract. The programme approved by the HAFED shall form the basis of evaluating the pace of all works to be performed by the Contractor. The Contractor shall update the PERT Network every month, submit it to the HAFED and shall inform the HAFED the progress on all the activities falling on schedule for the next reporting date.

**3.0 PREPARATION OF DRAWINGS FOR APPROVAL**

The Contractor shall prepare and submit all Drawings to the HAFED for approval:

- a. Within the time given in the specification or in the programme, such drawings, samples, patterns and models as may be called for therein, and in number therein required.
- b. During the progress of works and within such reasonable times as the HAFED may require such drawings of the general arrangement and details of the works as the HAFED may require.

Wherever necessary, the Contractor would be provided with a set of architectural drawings for the buildings where the erection works would be carried out and also the equipment details/ drawings for various equipment to be handed over to the Contractor by the HAFED. The specifications/ conditions concerning the submission of drawings by the Contractor are detailed as under:

- 3.1** Within four weeks from the date of receipt of the Notification of Award, Contractor shall furnish a list of all necessary drawings as briefly described below which the Contractor shall submit for approval, identifying each drawings by a serial number and descriptive title and expected date of submission. This list shall be revised and extended if necessary, during the progress of work depending on the nature of the contract also.

The HAFED/IL&FS shall signify his approval or disapproval of all drawings or such drawings that would affect progress of the contract as per the agreed programme.

If, by reason of any failure or inability of the HAFED to issue within four weeks of time in all the circumstances any drawing or order requested by the Contractor in accordance with sub clause

- i. of this clause, the Contractor suffers delay and/or incurs costs then the HAFED shall take

such delay into account in determining any extension of time to which the Contractor is entitled under Clause 15 hereof and the Contractor shall be paid the amount of such cost as shall be reasonable.

- Brief list of drawings:
- ii. Equipment drawings for fabricated items.
  - iii. Equipment layout for production, packing and service blocks.
  - iv. Flow diagrams for CIP and various services.
  - v. Service piping layouts in production, packing and service blocks.
  - vi. SS piping layout in production and packing blocks.
  - vii. Electrical cable, conduit/cable tray/cable trench layout.
  - viii. Other miscellaneous drawings as required for erection work.
  - ix. Electrical single line diagram, PCC and MCC general arrangement drawing and wiring diagrams.
  - x. Automation system scheme, controls and network diagrams.
- 3.2** Drawings showing fabrication details, dimensions, layouts and bill of materials submitted for approval shall be signed by responsible representative of Contractor and shall be to any one of the following sizes in accordance with Indian Standards: A0, A1, A2, A3 and A4.
- 3.3** All drawings shall show the following particulars in the lower right hand corner in addition to Contractor's name:
- i. Name of the HAFED.
  - ii. Project Title.
  - iii. Title of drawing.
  - iv. Scale.
  - v. Date of drawing.
  - vi. Drawing number.
  - vii. Space for HAFED reference or drawing number.
- 3.4** In addition to the information provided on drawings, each drawing shall carry a revision number, date of revision and brief description of revision carried out. Whenever any revision is carried out, correspondingly revision number must be up-dated.
- 3.5** All dimensions on drawings shall be in metric units.
- 3.6** Drawings (three sets) submitted by the Contractor for approval will be checked, reviewed by the HAFED, and comments, if any, on the same will be conveyed to the Contractor. It is the responsibility of the Contractor to incorporate correctly all the comments conveyed by the HAFED on the Contractor's drawings. The drawings, which are approved with comments, are to be re-submitted to the HAFED for purpose of records. Such drawings will not be checked/reviewed by the HAFED to verify whether all the comments have been incorporated by the Contractor.
- If the Contractor is unable to incorporate any comments in the revised drawings, Contractor shall clearly state in his forwarding letter such non-compliance along with the valid reasons.
- 3.7** Drawings prepared by the Contractor and approved by the HAFED shall be considered as a part of the specifications. However, the examination of the drawings by the HAFED shall not relieve the Contractor of his responsibility for engineering design, workmanship, quality of materials, warranty obligations and satisfactory performance on installation covered under the contract.
- 3.8** If at any time before completion of the work, changes are made necessitating revision of approved drawings, the Contractor shall make such revisions and proceed in the same routine as for the original approval.

### 3.9 Date of submission

In the event, the drawings submitted for approval require many revisions amounting to re-drawing of the same then the date of submission of the revised drawings would be considered as the date of submission for approval.

- 3.10** The Contractor shall furnish to the HAFED before the works are taken over, Operating and Maintenance instructions together with Drawings of the works as completed, in sufficient detail to enable the HAFED to maintain, dismantle, reassemble and adjust all parts of the works. Unless otherwise agreed, the works shall not be considered to be completed for the purposes of taking over until such instructions and drawings have been supplied to the HAFED.

### **4.0 CONTRACTOR'S SUPERINTENDENCE (AND) DEPLOYMENT OF ERECTION TEAM AND CONDUCT OF PERSONNEL**

The Contractor shall employ one or more competent representatives, whose name or names shall have previously been communicated in writing to the HAFED by the Contractor, to superintend the carrying out of the works on the site. The said representative or if more than one shall be employed, then one of such representatives shall be present on the site during all times, and any orders or instructions which the HAFED may give to the said representative of the Contractor shall be deemed to have given to the Contractor. The said representative shall have full technical capabilities and complete administrative and financial powers to expeditiously and efficiently execute the work under the contract.

- 4.1** The Contractor shall, execute the works with due care and diligence within the time for completion and employ Contractor's team comprising qualified and experienced engineers together with adequate skilled. Semi-skilled and unskilled workmen in the site for carrying out the works. The Contractor shall ensure adequate workforce to keep the required pace at all times as per the schedule of completion. Contractor shall also ensure availability of competent engineers during commissioning/start up, trial runs, Operation of the plant/equipment till handing over of the plant.
- 4.2** The Contractor shall furnish the details of qualifications and experience of their senior supervisors and engineers assigned to the work site, including their experience in supervising erection and commissioning of plant and equipment of comparable capacity.
- 4.3** When the Contractor or Contractor's representative is not present on any part of the work where it may be desired to give directions in the event of emergencies, orders may be given by the HAFED and shall be received and observed by the supervisors or foremen who may have charge of the particular part of the work in reference to which orders are given. Any such instructions, directions or notices given by the HAFED shall be deemed to have been given to the Contractor.
- 4.4** The Contractor shall furnish to the HAFED a fortnightly labour force report showing by classifications the number of employees engaged in the work. The Contractor's employment records shall include any reasonable information as may be required by the HAFED. The Contractor should also display necessary information as may be required by statutory regulations.
- 4.5** None of the Contractor's supervisors, engineers, or laborers may be withdrawn from the work without notice to the HAFED and further no such withdrawals shall be made if in the opinion of the HAFED, it will adversely affect the required pace of progress and/or the successful completion of the work.

**4.6** The HAFED shall be at liberty to object to any representative or person, skilled, semi-skilled or unskilled worker employed by the Contractor in the execution of or otherwise about the works who shall, in the opinion of the HAFED, misconduct himself for being incompetent, or negligent or unsuitable, and the Contractor shall remove the person so objected to, upon receipt of notice in writing from the HAFED and shall provide in that place a competent representative at Contractor's own expense within a reasonable time.

**4.7** In the execution of the works no persons other than the Contractor, sub-Contractor and their employees shall be allowed on the site except by the written permission of the HAFED.

## **5.0 HAFED 'S INSTRUCTIONS**

The HAFED may in his absolute discretion, issue from time to time drawings and/or instructions, directions and clarifications which are collectively referred to as HAFED 's instructions in regard to:

**5.1** Any additional drawing and clarification to exhibit or illustrated details.

**5.2** Variations or modifications of the design, quality or quantity of work or the additions or omissions or substitution of any work.

**5.3** Any discrepancy in the drawings or between the schedule of quantities and/or specifications.

**5.4** Removal from the site of any material brought there by the Contractor, which are unacceptable to the HAFED and the substitution of any other material thereof.

**5.5** Removal and/or re-execution of any work erected by the Contractor, which are unacceptable to the HAFED.

**5.6** Dismissal from the work of any persons employed there upon who shall in the opinion of the HAFED , misconduct himself, or be incompetent or negligent.

**5.7** Opening up for inspection of any work covered up.

**5.8** Amending and making good of any defects.

## **6.0 RIGHT OF THE HAFED**

### **6.1 Right to direct works:**

**6.1.1** The HAFED shall have the right to direct the manner in which all works under this Contract shall be conducted, in so far as it may be necessary to secure the safe and proper progress and specified quality of the works. All work shall be done and all materials shall be furnished to the satisfaction and approval of the HAFED.

**6.1.2** Whenever in the opinion of the HAFED , the Contractor has made marked departures from the schedule of completion or when circumstances or requirement force such a departure from the said schedule, the HAFED , in order to ensure compliance with the schedule, shall direct the order, pace and method of conducting the work, which shall be adhered to by the Contractor.

**6.1.3** If in the judgment of the HAFED , it becomes necessary at any time to accelerate the overall pace of the plant erection work, the Contractor, when directed by HAFED , shall cease work at any particular point and transfer Contractor's men to such other point or points and execute such works, as may be directed by the HAFED and at the discretion of the HAFED.

**6.2 Right to order modification of methods and equipment**

If at any time the Contractor's methods, materials or equipment appear to the HAFED to be unsafe, inefficient or inadequate for securing the safety of workmen or the public, the quality of work or the rate of progress required, the HAFED may direct the Contractor to ensure safety, and increase their efficiency and adequacy and the Contractor shall promptly comply with such directives. If at any time the Contractor's working force and equipment are inadequate in the opinion of the HAFED , for securing the necessary progress as stipulated, the Contractor shall if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the HAFED shall not relieve the Contractor of Contractor's obligations to secure the quality, the safe conducting of the work and the rate of progress required by the contract. The Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of Contractor's methods, materials, working force and equipment, irrespective of whether or not the Contractor makes any changes as a result of any order or orders received from the HAFED.

**6.3 Right to inspect the work**

**6.3.1** The HAFED 's representative shall be given full assistance in the form of the necessary tools, instruments, equipment and qualified operators to facilitate inspection.

**6.3.2** The HAFED reserves the right to call for the original test certificates for all the materials used in the erection work.

**6.3.3** In the event the HAFED 's inspection reveals poor quality of work/materials, the HAFED shall be at liberty to specify additional inspection procedures if required, to ascertain Contractor's compliance with the specification of erection work.

**6.3.4** Even though inspection is carried out by the HAFED or HAFED 's representatives, such inspection shall not, however, relieve the Contractor of any or all responsibilities as per the contract, nor prejudice any claim, right or privilege which the HAFED may have because of the use of defective or unsatisfactory materials or bad workmanship.

**7.0 CONTRACTOR'S FUNCTIONS**

**7.1** The Contractor shall provide everything necessary for proper execution of the works, according to the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein, Contractor shall immediately refer the same to the HAFED whose decision shall be final and binding on the Contractor.

**7.2** The Contractor shall proceed with the work to be performed under this Contract in the best and workman like manner by engaging qualified and efficient workers and finish the work in strict conformance with the drawings and specifications and any changes/modifications thereof made by the HAFED.

### 7.3 VARIATIONS

**7.3.1.1** The HAFED shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease the quantity of any work included in the contract,
- b. Omit any such work,
- c. Change the character or quality or kind of any such work,
- d. Change the levels, lines, position and dimensions of any part of the works, and
- e. Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price.

**7.3.1.2** No such variations shall be made by the Contractor without an order in writing of the HAFED. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this clause, but is the result of the quantities exceeding or being less than those stated in the Contract/Bill of Quantities.

**7.3.1.3** All extra or additional work done or work omitted by order of the HAFED shall be valued at the rates and prices set out in the contract if in the opinion of the HAFED, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the HAFED and the Contractor. In the event of disagreement the HAFED shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

**7.3.1.4** Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the HAFED, the rate or price contained in the Contract for any item of the works is, by reason of such omission or addition, rendered unreasonable or inapplicable, then a suitable rate or price shall be agreed upon between the HAFED and the Contractor. In the event of disagreement the HAFED shall fix such other rate or price as shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under sub-clause 7.3.2.1 of this clause or variation of rate or price under sub-clause 7.3.2.2 of this clause shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:

- a. By the Contractor to the HAFED of his intention to claim extra payment or a varied rate or price,

Or

- b. By the HAFED to the Contractor of his intention to vary a rate or price.

**7.3.1.5** If, on certified completion of the whole of the works, it shall be found that a reduction or increase greater than 15 per cent of the sum named in the Letter of Acceptance results from the aggregate effect of all Variation Orders but not from any other cause, the amount of the

Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the HAFED or, failing agreement, fixed by the HAFED having regard to all material and relevant factors, including the Contractor's site and general overhead costs of the contract.

- 7.3.1.6** The Contractor shall send to the HAFED 's representative once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the HAFED which he has executed during the preceding month.

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the HAFED shall be entitled to

authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity, notified the HAFED in writing that he intends to make a claim for such work.

- 7.4** The work shall be carried out as approved by the HAFED or his authorized representative/s from time to time, keeping in view the overall schedule of completion of the project. The Contractor's job schedule must not disturb or interfere with HAFED 's or other Contractors' or Contractors' schedules of day-to-day work. The HAFED will provide all reasonable assistance for carrying out the jobs.
- 7.5** Night work will be permitted only with prior approval of the HAFED . The HAFED may also direct the Contractor to operate extra shifts over and above normal day shift to ensure completion of contract as per schedule. Adequate lighting wherever required should be provided by the Contractor at no extra cost. The Contractor should\ employ qualified electricians and wiremen for these facilities. In case of Contractor's failure to provide these facilities and personnel, the HAFED has the right to arrange such facilities and personnel and to charge the cost thereof to the Contractor.
- 7.6** The Contractor shall, in the joint names of the Contractor and the HAFED , insure the received goods and equipment and so far as reasonably practicable the Works and keep each part thereof insured for the Contract Sum or such other value as may be mutually agreed between the HAFED and the Contractor against all loss or damage from whatever cause arising, other than the excepted risks, from the date of shipment or the date on which it becomes the property of the HAFED , whichever is the earlier, until it is taken over by the HAFED . The Contractor shall insure against the Contractor's liability in respect of any loss or damage occurring whilst the Contractor is on Site for the purpose of making good a defect or carrying out the Tests on Completion.
- 7.7** The HAFED shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor, save and except an accident or injury resulting from any act or default of the HAFED , his agents, or servants. The Contractor shall indemnify and keep indemnified the HAFED against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 7.8** The Contractor shall insure against such liability with an insurer approved by the HAFED , which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works shall, when required,

produce to the HAFED or HAFED 's representative such policy of insurance and the receipt for payment of the current premium.

Provided always that, in respect of any persons employed by any sub-Contractor, the Contractor's obligations to ensure as aforesaid under this sub-clause shall be satisfied if the sub-Contractor shall have insured against the liability in respect of such persons in such manner that the HAFED is indemnified under the policy, but the Contractor shall require such sub-Contractor to produce to the HAFED or HAFED 's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

- 7.9** Whenever proper execution of the work under the Contract depends on the jobs carried out by some other Contractor, in such cases the Contractor should inspect all such erection and installation jobs and report to the HAFED regarding any defects or discrepancies. The Contractor's failure to do so shall constitute as acceptance of the other Contractor's installation/jobs as fit and proper for reception of Contractor's works except those defects which may develop after execution. Contractor should also report any discrepancy between the executed work and the drawings.

The Contractor shall extend all necessary help/co-operation to other Contractors working at the site in the interest of the work.

- 7.10** The Contractor shall keep a check on deliveries of the Goods covered in the scope of erection work and shall advise the HAFED well in advance regarding possible hold-up in Contractor's work due to the likely delay in delivery of such Goods to enable him to take remedial actions.
- 7.11** The Contractor shall be permitted to substitute equipment of equal or better performance subject to approval by the HAFED ; which approval shall not be unreasonably withheld, provided however that the Contractor establishes to the HAFED 's satisfaction that the performance of the substituted equipment is equal or better than the performance of the equipment specified in the contract and without any increase in the Contract price.

## **8.0 ROLE OF THE HAFED VIS-A-VIS THE CONTRACTOR:**

- 8.1** The Goods, if any, to be supplied by the HAFED for erection, testing and commissioning by the Contractor, shall be as listed in the Contract.
- 8.2** Besides the utilities/services as specified in battery limits the following assistance/ facilities shall also be provided to the Contractor by the HAFED for carrying out the installation work.
- 8.2.1** Plant building for reception, processing, and packaging and for services including internal lighting will be made available by the HAFED.
- 8.2.2** Necessary temporary water for carrying out the installation shall be of contractor's responsibility. All necessary distribution tapplings onwards shall also be the Contractor's responsibility.
- 8.2.3** Necessary temporary power for carrying out the installation shall be arranged by the Contractor at Contractor's own cost. The necessary authorisation letter will be issued by the HAFED on written request by the Contractor.

The temporary power may not be reliable at the site and this could affect the welding



operations and other installation works. Contractor shall provide stabilizer and Diesel Generators "as necessary", to ensure adequate quality of welds and to ensure no delay in installation due to temporary power instability. No extra cost shall be paid by the HAFED on this account.

**8.2.4** If the power is provided by the HAFED, the recovery shall be made from the total purchase order value (supply, installation and commissioning). The charges will be deducted from the labour charges of installation and commissioning and testing bills of the Contractor. However, the Contractor shall supply all the items such as switchgear, cabling etc. required for getting temporary power.

**8.3** If the Contractor suffers delay and/or incurs costs from failure on the part of the HAFED in accordance with the mutually agreed schedule, the HAFED shall determine:

a. Any extension of time to which the Contractor is entitled under Clause 22 of GCC and;

## **9.0 SUPPLY OF TOOLS, TACKLES AND MATERIALS**

The Contractor shall, at his own expense, provide all the necessary equipment, tools and tackles, haulage power, consumables necessary for effective execution and completion of the works during erection and commissioning.

## **10.0 PROTECTION OF PLANT**

**10.1** The HAFED shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any erection tools and equipment used by the Contractor or any of Contractor's sub-Contractors even though such tools and equipment may be furnished, rented or loaned to the Contractor or any of Contractor's sub-Contractors. The acceptance and/or use of any such tools and equipment by the Contractor or Contractor's sub-Contractor shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save the HAFED from any and all claims for said damages resulting from the said use, misuse or failure of such tools and equipment.

**10.2** The Contractor and Contractor's sub-Contractor shall be responsible, during the works, for protection of work, which has been completed by other Contractors. Necessary care must be taken to see that the Contractor's men cause no damage to the same during the course of execution of the work.

**10.3** All other works completed or in progress as well as machinery and equipment that are liable to be damaged by the Contractor's work shall be protected by the Contractor and protection shall remain and be maintained until its removal is directed by the HAFED.

**10.4** The Contractor shall effectively protect from the effects of weather and from damages or defacement and shall cover appropriately, wherever required, all the works for their complete protection.

**10.5** The work shall be carried out by the Contractor without damage to any work and property adjacent to the area of Contractor's work to whomsoever it may belong and without interference with the operation of existing machines or equipment.

**10.6** Adequate lighting, guarding and watching at and near all the storage handling, fabrication, pre-

assembly and erection sites for properly carrying out the work and for safety and security shall be provided by the Contractor at Contractor's cost. The Contractor should adequately light the work area during night time also. The Contractor should also engage adequate electricians/wiremen. Helper etc. to carry out and maintain these lighting facilities. If the Contractor fails in this regard, the HAFED may provide lighting facilities as he may deem necessary and charge the cost thereof to the Contractor.

- 10.7** The Contractor shall take full responsibility for the care of the works or any section or portions thereof until the date stated in the taking over certificate issued in respect thereof and in case any damage or loss shall happen to any portion of the works not taken over as aforesaid, from any cause whatsoever, the same shall be made good by and at the sole cost of the Contractor and to the satisfaction of the HAFED. The Contractor shall also be liable for any loss of or damage to the works occasioned by the Contractor or the Contractor's Sub-Contractor in the course of any operations carried out by the Contractor or by the Contractor's Sub-Contractors for the purpose of completing any outstanding work or complying with the Contractor's obligations.

#### **11.0 UNLOADING, TRANSPORTATION AND INSPECTION**

- 11.1** The Contractor shall be required to unload all the Goods from the carriers, received at site after Contractor's team arrives at site. The Contractor shall plan in advance, based the information received from the HAFED, Contractor's requirement of various tools, tackles, jacks, cranes, sleepers etc. required to unload the material/equipment promptly and efficiently. The Contractor shall ensure that adequate and all measures necessary to avoid any damage whatsoever to the equipment at the time of unloading are taken. Any demurrage/detention charges incurred due to the delay in unloading the material/equipment and releasing the carriers shall be charged to the Contractor's account. The Contractor shall be responsible for receipt at site of all Goods and Contractor's equipment delivered for the purposes of the Contract.

- 11.2** The Contractor shall safely transport/shift the unloaded Goods and equipment to the storage area.

- 11.3** All the Goods received by the HAFED prior to arrival of the Contractor at site shall be handed over to the Contractor and there upon the Contractor shall inspect the same and furnish a receipt to the HAFED. The manner in which the inspection shall be carried out is enumerated below:

**11.3.1** The materials/equipment would be carefully unpacked by opening the wooden cases/other modes of packing's as the case maybe.

**11.3.2** Detailed inventory of various items would be prepared clearly listing out the shortages, breakages/damages after checking the contents with respect to the Contractor's packing list, the HAFED's Contract and approved equipment drawings. The Contractor shall also check every equipment for any shortage/shortcoming that may eventually create difficulty at the time of installation or commissioning.

**11.3.3** All the information and observations by the Contractor shall be furnished in the form of 'INSPECTION REPORT' to the HAFED with specific mention / suggestions which in the opinion of the Contractor should be given due consideration and immediate necessary actions, to enable the HAFED to arrange repair or replacement well in time and avoid delays due to non-availability of equipment and parts at the time of their actual need.

**11.3.4** The inspection for all the Goods handed over to the Contractor shall be completed within three week's period.

**11.4** The protection, safety and security of the Goods so taken over from the HAFED shall be the responsibility of the Contractor, until they are handed over to the HAFED after erection, commissioning and testing as per the terms of the Contract.

## **12.0 STORAGE OF GOODS**

The Contractor shall be responsible for the proper storage and maintenance of all Goods under Contractor's custody. Contractor shall take all required steps to carry out frequent inspection of equipment/materials stored as well as erected equipment until the same are taken over by the HAFED. The following procedure shall apply for the same.

**12.1** The Contractor's inspector shall check stored and installed Goods to observe signs of corrosion, damage to protective coating to parts, open ends in pipes, vessels and equipment, insulation resistance of electrical equipment etc. The Contractor shall immediately arrange a coat of protective painting whenever required. A record of all observations made on Goods, defects noticed shall be promptly communicated to the HAFED and HAFED's advice taken regarding the repairs/rectifications. The Contractor shall thereupon carry out such repairs/rectifications at Contractor's own cost. In case the Contractor is not competent to carry out such repairs/rectifications, the HAFED reserves the right to have this done by other competent agencies at the Contractor's responsibility and risk and the entire cost for the same shall be recovered from the Contractor's bills.

**12.2** The Contractor's inspector shall also inspect and provide lubrication to the assembled Goods. The shafts of such equipment shall be periodically rotated to prevent rusting as well as to check freeness of the same.

**12.3** The Inspector shall check for any signs of moisture or rusting in any Goods.

**12.4** If the commissioning of Goods is delayed after installation of the Goods, the Contractor shall carry out all protective measures suggested by the HAFED during such period.

**12.5** Adequate security measures shall be taken by the Contractor to prevent theft and loss of Goods handed over to the Contractor by the HAFED. The Contractor shall carry out periodical inventory checks of the Goods received, stored and installed by the Contractor and any loss noticed shall be immediately reported to the HAFED. A proper record of these inventories shall be maintained by the Contractor. The Contractor should not sell, assign, mortgage, hypothecate or remove Goods which have been installed or which may be necessary for completion of the work without the written consent of the HAFED.

**12.6** A suitable grease recommended for protection of surfaces against rusting (refined from petroleum oil with lanolin minimum (70 deg C) and water in traces) shall be applied over all Goods as required once in every six months.

**12.7** All Goods shall be stored inside a closed shed or in the open depending upon whether they are of indoor or outdoor design. The space heaters where provided into the electrical equipment shall be kept connected with power supply irrespective of their type of storage. Where space heaters are not provided adequate heating with bulbs is recommended. For transformers heating of oil shall be

done by giving 440V supply and short-circuiting the LT terminals. Frequent checks on insulation resistance are essential for all electrical equipment and record of the inspection reports and megger readings shall be maintained equipment wise. Such records shall be presented to the HAFED whenever demanded.

- 12.8** All the necessary Goods required for protection as described above shall be arranged by the Contractor and such cost shall be included in the Contract Price.

### **13.0 APPROVALS**

- 13.1** The Contractor shall obtain the necessary statutory approvals and any other state and local authorities as may be required and the cost of obtaining such approvals shall be included in the Contract Price. All the necessary details, drawings, submission of application and proforma will be furnished by the Contractor to the HAFED for verification/ signature. The necessary application duly filled-in, together with the prescribed fees shall be submitted to the appropriate authorities by the Contractor on behalf of the HAFED . However all the actual statutory prescribed fees paid by the Contractor shall be reimbursed by the HAFED upon production of the receipt/vouchers.

- 13.2** Wherever necessary or required, the Contractor shall furnish the necessary test and/or inspection certificates etc. from the appropriate authorities as per IER (Indian Electricity Rules) and other statutory regulations and the cost for obtaining these certificates shall be included in the Contract Price.

### **14.0 REVIEW AND CO-ORDINATION OF ERECTION WORK**

The Contractor shall depute senior and competent personnel to attend the site co-ordination meetings that would generally be held at the site every month. The Contractor shall take necessary action to implement the decisions arrived at such meetings and shall also update the erection schedule.

### **15.0 EXTENSION OF TIME FOR COMPLETION**

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional or adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, as described in the General Conditions of Contract, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the HAFED shall determine the amount of such extension and shall notify the Contractor accordingly. Provided that the HAFED is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within twenty-eight days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the HAFED full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

## **SECTION – 6**

### **TECHNICAL SPECIFICATIONS**

#### **INTRODUCTION**

This section of the bidding documents outlines the technical specifications for the Design, Manufacture, Supply, Erection, Testing and Commissioning of Material Handling Equipments, Racking System, Pallets, Crates etc complete with all associated accessories, etc required for the Core Processing Center-HAFED Mega Food Park.

These technical specifications are for the guidance of the bidders only and not intended to bring out all the details of design and fabrication of the equipment or equipment components. The successful Bidder shall be fully responsible to undertake all the works involved in the design, engineering, manufacture, supplying equipment at site including the erection, testing and commissioning of all the material handling equipment. They shall be fully responsible in the overall timely implementation of the project on Turnkey basis, within the battery limits defined in this tender. The work being carried out shall conform to high standards of engineering design & workmanship. The equipment offered shall be capable of performing in continuous commercial operation to meet agreed performance standards and acceptable to the HAFED. No exclusions of any nature are acceptable, other than those specifically detailed in this bidding document.

The bidders are required to provide all technical data/information wherever asked for. Any bid not following the bid format structure or provided with insufficient technical data/information/documents is liable to be considered as non-responsive.

The HAFED/Construction Manager will interpret the meaning of various equipment specification and drawings submitted by the bidder and shall have the right to reject any material/equipment, which in their opinion is not in full accordance to tender specifications.

The material handling shall be designed, supplied and executed in accordance with the prevailing standards as applicable to the job.

- Bureau of Indian Standards
- FSSAI Norms
- NHB Norms
- Indian Electricity Rules
- State Electricity Board (SEB) regulations of State
- Chief Electrical Inspectorate requirements of State
- Indian Explosives Act
- Indian Factory Act
- Indian Weights & Measures Act
- Any other applicable Indian Act.

Wherever Indian Standards are not available/applicable, the bidders shall follow International Standards (DIN/British/American). FCI standards are acceptable.

The bidder shall be responsible for arranging approval from various applicable Indian Statutory Authorities (on behalf of the employer). The fees shall be reimbursed by the employer after satisfactory approval as per the requirement of the project. The bidder has to intimate the HAFED before taking any approval.

The Mechanical and Electrical design, performance and function of the main equipment/parts and their accessories, including control and instrumentation panels, shall comply with the latest relevant Indian standards. Safety and other statutory regulations/ requirements shall comply with that being followed in the country.

The Electrical works shall comply with the latest Indian Electricity Rules and other statutory regulations/ requirements of power supply authorities and Chief Electrical Inspectorate.

The electrical installation done by the bidder shall be got approved by them from the above statutory authorities and any modifications or changes if suggested by the authorities, the same shall be carried out by the bidder without any additional cost. Approval certificate shall have to be handed over to the HAFED

Bidder's scope includes arranging (a) inspection and stamping of various weighing equipment provided in System from local Weights & Measures Authority and obtain approval for the same and (b) inspection and obtaining approval for the System building steel structure from Local Factory Inspector.

- The job shall be executed on single responsibility basis and this contract shall be covering design, supply, erection, testing & commissioning of the entire Material handling equipment required
- As stated earlier the entire job will have to be executed on a single responsibility basis and the bidder should consider the complete work as mentioned in this tender in its totality. It should be understood that all minor work which may be necessary to achieve the rated capacity of the System is included in the scope of work, though not specifically mentioned.
- The bidder may visit the site before submitting the bid.

## **MATERIAL HANDLING EQUIPMENT**

**Following are the requirements and scope of the works to handle the products in cold storage on pallets as given above:**

**All the MHE are to be designed for operation for cold storage in (-) 20 Deg temperature (i.e Freezers)**

**1- 2 No's -Reach Trucks(Preferable-Pantograph type) –**

For collection of pallets from bays or chamber doors and stacking within the storage racks, with the following specifications.

Supply, Installation & Commissioning of Double Deep Reach Truck for handling pallets of size as mentioned above, having a minimum lift capacity of 1500kg with full mast. Equipment should have a minimum capacity of 2000 Kg with triple mast and should be suitable for stacking pallets up to 10m height (Minimum) (G+5 Level) and having appropriate size and turning radius to manoeuvre within the aisle width. Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete.

**Minimum Aisle available- 3.7 m**

**2- 2 No's-Electric Fork-lifts (4-wheel type)-**

For loading/stuffing from containers/Reefer trucks and stacking in the bay area or at the chamber doors, of the following specifications

Supply, Installation & Commissioning of fork lift for handling pallets of size as mentioned above, having a minimum capacity of 3000kg with triple mast and should be suitable for stacking pallets up to 4.5m, be able to stuff cargo/food products on pallet inside the Reefer Trucks etc and having appropriate size and turning radius to manoeuvre within the aisle width. Rates to include cost of battery, standby battery with all accessories. chargers, with all applicable accessories, means all complete.

**3- 2 No's-Electric Pallet Trucks-**

For loading/stuffing and stacking in the bay area or at the chamber doors, of the following specifications

Supply, Installation & Commissioning of Electric Pallet Truck for handling pallets of size as mentioned above, having a minimum capacity of 2000kg, be able to stuff cargo/food products on pallet inside the Reefer Trucks etc. and having appropriate size and turning radius to manoeuvre within the aisle width.. Rates to include cost of battery, standby battery with all accessories, chargers, with all applicable accessories, means all complete.

**4- 12 No's-Hand Pallet Trucks. -Supply, Installation & Commissioning of Hand pallet trucks with minimum capacity of 2500kg and twin forks to handle pallets as mentioned above**

## **PALLETS AND CRATES**

For Cold Storage, for Material Handling Equipment to handle Food Products/cargo on injection moulded pallets.

**Specification of injection moulded pallets:**

**Size:** - 1200 mm (L) x 1000 mm (W) x 160 mm (H)

**Weight:** - 18.6 KG +/- 0.5

**Load Bearing:** -

a) Static : - 6000 KG

b) Dynamic : - 1200 KG

c) Racking : - 1000 KG

Entry: 4 ways with forklift, 2 Ways with HPT & Stackers

Bottom: 3 Runners

Material: HDPE Injection Molding

**Quantity-6510**

**Crates**

Sr No	Material Handling Equipment (MHE)	Qty	Specification
1	Crates	25 No's	Jali Regular (JR)-Double Wall (DW) OD: 542 x 360 x 290 mm ID: 510 x 327 x 285 mm
2		50 No's	Complete Closed OD: 525 x 360 x 305 mm ID: 490 x 330 x 300 mm
3		50 No's	Complete Closed OD: 650 x 450 x 315 mm ID: 610 x 405 x 305 mm
4		25 No's	Jali Regular (JR) OD: 650 x 450 x 480 mm ID: 610 x 405 x 470 mm
5	Garbage Collection Bins	10 No's	Capacity: 80 Kg's OD: 400 x 400 x 700 mm (approx)

**DOUBLE DEEP PALLET RACKING SYSTEM SUITABLE FOR STORAGE CHAMBERS:**

Temperature Range	+2deg C to -20 deg C
Rack -beam to beam height	1700 (H) mm (±50mm)
Pallet Size	1000 x 1200 x 1500 (H) MM
Layout	As attached
Chamber Size	As per Layout
No. of Chambers	As per Layout
Load per pallet	1000 Kgs. (1200 Kgs with safety factor)
Factor of safety	1.2 for load, overall 1.5
Color	Preferable -Upright: Blue and beam: orange, as per industrial standards
No. of Levels	G+5
Equipment Considered for operation	Stacker, forklift and pallet trucks
Bottom clearance	350 MM, as per industrial standards and site conditions
Accessories	Row Guard, column guard, back stopper in last rows
Label holder	required two nos. of on every level-Acrylic type
Certificates to be submitted	Steel test certificate, stability certificate, third party design certificate/warranty letter, load bearing certificate with deflection test under load.

**Total Racking Capacity-6500**

P.S.-The contractor needs to ensure that the MHE are operated smoothly and consistent to the Double Deep Racking Design.

**Preferred Minimum Capacity-**

Freezer Chamber-1- 500 MT



Freezer Chamber-2- 500 MT  
 Freezer Chamber-3- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-1- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-2- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-3- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-4- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-5- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-6- 500 MT  
 Dual Temperature Chiller/Freezer Chamber-7- 667 MT  
 Dual Temperature Chiller/Freezer Chamber-8- 667 MT  
 Dual Temperature Chiller/Freezer Chamber-9- 667 MT

#### **LIST OF APPROVED MAKES FOR MAJOR EQUIPMENTS**

<b>Name of item</b>	<b>Make</b>
Double Deep Reach Truck, Forklift, Electric Pallet Truck	Nilkamal/Godrej/Toyota/Mitsubishi/Linde/Crown/Jungheinrich
Hand Pallet Truck	Godrej / Nilkamal/ Voltas/Toyota/Jungheinrich
Double Deep Racking	Nilkamal/ Godrej/ Silver Lining/Kirby/Schaefer/Craftsman Automation
Pallets and Crates	Nilkamal / Godrej/Pilco/Vishaka/Sea Plast/Supreme/Swastik

Note: - In case the bidder proposes any other makes to sufficiency to the technical specifications and the scope of the tender, they should submit a complying statement on all parameters and comparison statement at the time of pre bid meeting only. However HAFED's decision is final.

P.S.- in case of equivalent/competitive makes, bidders have to submit the name of the make list in the pre bid meeting only considering their own design based on which they are bidding ensuring all technical specifications and parameters are achieved and met. As well as they should take approval of HAFED prior to placing the order.

This list of approved makes shall be considered for reference. **The Bidders has to submit the capacity, MOC/input/output parameters and makes in the technical Bid.** Prior to supply and installation of all equipments and machinery, the successful bidder has to take written approval from the SPV/HAFED/Construction Manager.

#### **GENERAL NOTES:**

- The following components needed to be incorporated-
  - (i) All safety accessories and guidelines are to be submitted
  - (ii) The successful contractor has to submit the Quality Assurance Plan within 30 days of award of works for further approval of HAFED/Construction Manager. The client reserves the right to make changes to the QAP as per industrial standards.

- (iii) The OEM certificates of all the equipment are to be submitted to the client at the time of supply.

#### **INSTALLATION TESTING & COMMISSIONING**

- Supplier/ Contractor to submit 3 sets of approved drawing and ensure availability of one set of approved drawing with the erection staff at site.
- Supplier/ Contractor to depute a technically qualified project manager at site to carry out installation, testing & commissioning of all equipment as per approved specifications/ drawing and as per good engineering practice.
- Supplier/ Contractor to commission the complete plant and machinery to the entire satisfaction of the Employer.
- Supplier/Contractor has to ensure all the tests during commissioning are satisfactory as per industrial norms.

**OPERATION & MAINTENANCE** Plant design must be accompanied by Operation & Maintenance Manual for plant operator which should cover following points in English

- No. of operating hours
- Training of operators
- Safety and precautionary measures
- Monitoring & control
- Maintenance of equipment / cold store
- Hygiene issues

#### **VARIATION / AMENDMENT CLAUSE**

The standards prescribed above are not intended to prevent or discourage variations arising out of new concepts, innovations and R & D in technology etc. However, any variations or deviations from the above prescribed standards must be supported by scientific / technical details for prior approval of the competent authority, on the basis of merit who may decide the proposal in view of relevant technical details including critical storage requirements, energy efficiency, availability of *Standards*, environmental concerns, safety etc. Similarly, periodic amendment of standards for general application may also be undertaken by the National Horticulture Board; in consultation with a committee of subject matter experts duly constituted for this purpose.

**ACCEPTANCE TEST COMMISSIONING AND TESTING DEFINITIONS** - For the purpose of commissioning this General Specification the following definitions shall apply.

**Commissioning:** the advancement of an installation from the stage of static completion to full working conditions and to meet the specified requirements. This will include setting into operation and regulation of the installation.

**Setting to work:** The process of setting a static system into motion.

**Off-site Tests:** Tests carried out on items of equipment at manufacturer's works or elsewhere to ensure compliance with the requirements of Specifications and/or relevant Standards or Codes of Practice (or other standards specified).

**Site Tests:** tests on static plant and systems (e.g. inspection, load tests, battery etc.) to ensure correct and safe installation and operation.

**Performance Testing:** the measuring and recording the quantitative performance of the equipment,

insulation panels etc.

### **COMMISSIONING AND TRIAL RUN – GENERAL**

Any defects of workmanship, materials and performance, mal-adjustments or other irregularities which become apparent during commissioning or trial run shall be rectified by the Contractor at no cost to the HAFED and the relevant part of the commissioning or testing procedure shall be repeated at the Contractor's expenses.

The entire commissioning and trial run procedure shall be undertaken by the Contractor's own competent specialist staff or by a competent Independent Commissioning Specialist nominated by and acting for the Contractor and approved by HAFED.

At the appropriate time in the Contract, usually before start of the actual installation work, **the Contractor shall furnish the Provisional Commissioning and Testing Programme, methods, procedures and formats of test records to the HAFED.**

This shall be updated as the work progresses towards completion.

If considered appropriate, the Contractor shall be required to carry out demonstration to dismantle those parts/components of the installation which are considered difficult/impossible for maintenance access. The Contractor shall be responsible for carrying out all necessary modification work at no extra charge to the Employer to alleviate the difficulties associated with dismantling or maintenance access.

### **GENERAL COMMISSIONING REQUIREMENTS**

Systems shall be properly commissioned to demonstrate that all the equipment deliver the designed capacities are balanced in accordance with the design and specifications of tender documents.

**Contractor to Inform HAFED-** The HAFED shall be informed in good time of all site tests for plant, ducting and piping.

**Witness by HAFED or its authorized representative** - The final tests shall be carried out in the presence of the HAFED or its authorized representative, or the Contractor representative, in accordance with the requirements of witness testing and commissioning, trial run as stipulated in the Acceptance Protocol. The Contractor shall give at least 72 hour's notice, in writing, when any part or parts of the installation will be tested.

**Test Equipment and Labour** - The Contractor shall provide all skilled labour, and attendants for all tests including those by Specialist. The Contractor shall be solely responsible for the same and shall make good any defects emerging from the tests, or made manifest under testing or re-testing, until the whole of the equipment is free from defect and is in complete working order to the satisfaction of the HAFED or its authorized representative.

### **DOCUMENTS AND DATA REQUIRED FOR HAND-OVER MEETING**

**General** - The Contractor shall note that the system cannot be handed over until all the foregoing requirements (where applicable) have been carried out to the satisfaction of the HAFED.

**Test Certificates** - Before the handover inspection, the Contractor shall provide the follow test/record certificates where applicable:

Copies of manufacturer's works tests/record certificates, etc.

**As Fitted' Drawings** - All necessary copies of 'As fitted' drawings as detailed in the Contract Documents and this General Specification.

**Operation Maintenance and Services Manuals** - All necessary copies of Operating and Maintenance Manuals as detailed in the Contract Documents and this General Specification. The Contractor shall include functional spare parts and contact lists of the suppliers in the manual.

- **Manufacturer's Name Plate** - Every item of plant supplied by a Manufacturer shall be fitted with a clearly engraved, stamped or cast manufacturer's name plate properly secured to the plant item and showing :-
- Manufacturer's Name
- Serial and/or Model No.
- Date of Supply
- Rating/Capacity

**Labels and Related Instructions** - Provision of all labelling and the related instructions shall comply as per details given in the specifications.

## **FORMATS**

## SCHEDULE – 1

### ELIGIBILITY CRITERIA DOCUMENT

1.	Name of Company/Firm	
	Registered Address	
	Website & Email Address	
	Telephone Number	
	Fax Number	
2.	Description of the company giving detail of activities	
3.	Number of years of experience as a General Contractor	
4.	Number of years of experience as a Sub-Contractor	
5.	Names of members of Board of Directors	
6.	Names of principals who sign documents on behalf of the company	
7.	Attach a Company organization chart	
8.	Previous names of the company with the dates of changes ( if any)	
9.	Previous partners with dates of changes( if any)	
10.	State if a member of any contractor's association/organization.	
11.	In which field of SITC/Engineering do you claim specialization & Interest.	

Encl.:

1) Attach attested copies of original documents:

a) Applicant's legal status.

b) Principal place of business.

c) The place of Incorporation (for applicants who are Corporation), the place of registration and nationality of the owners (for applicants who are partnerships or individually owned firms).

2) Power of attorney or authority to sign duly attested by Magistrate 1st Class.

3) Latest brochures and technical literatures.

**Authorized Signatory with official seal**

**SCHEDULE – 2**  
**ELIGIBILITY CRITERIA DOCUMENT**

**FINANCIAL CAPABILITY**

- a) Summary of assets and liabilities on basis of the audited financial statements of the last three financial years.

ITEM	DESCRIPTION	2017-2018	2018-2019	2019-2020
1.	Total Assets			
2.	Current Assets			
3.	Total Liabilities			
4.	Current liabilities			
5.	Net worth (1-3)			
6.	Working Capital (2-4)			
7.	Annual Turn over			
8.	Services related turn over			
9.	Profit before taxes			
10.	Profit after Taxes			

**Note:**

- a) Attach attested copies of the audited financial statements of the last three financial years.  
b) Details of services related turnover

Name and Address of the Bank providing Credit line

- c) Specify proposed sources of financing to meet the cash flow demands of the project, net of current commitments:

SOURCE OF FINANCING	AMOUNT
1.	
2.	
3.	

4.	
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Firms owned by individuals, partnerships, may submit their balance sheets certified by the registered Chartered Accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin.

**NOTE: (The following information is mandatory)**

- i) The average annual financial turnover during the last 3 years ending 31st March of previous financial year should clearly be indicated.
- ii) The applicant should have positive net worth. This will be judged from audited balance sheet of the last financial year ending on a date not prior to 24 months from the due date of submission of this document.

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**SCHEDULE - 3**  
**ELIGIBILITY CRITERIA DOCUMENT**

Assessed Available Bid capacity

The applicant must fulfil the criteria of...

**Working Bid Capacity** > Total estimated **cost of work(s) at the time of bidding**. Contractors should calculate the bid capacity as per given formula.

$$\text{WBC} = 2\text{AN} - \text{B}$$

A=	Average Annual Turnover of the bidder for last three financial years from similar nature of projects
B=	Value of the existing commitments and ongoing works of the bidder (lead member of the Consortium) to be completed during next 6 months (period of completion of works as per bid)
N=	No. of years prescribed for completion of works for which bids are invited i.e. 0.5 in this case.

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**SECHUDLE – 4**  
**ELIGIBILITY CRITERIA DOCUMENT**

**WORK EXPERIENCE**

**LIST OF RELEVANT PROJECTS OF VALUE OF PACKAGE (FOR WHICH PREQUALIFICATION IS SOUGHT), COMPLETED/STILL CONTINUING, DURING THE LAST TEN YEARS**

Name of Employer / Client	Name, Location, Nature & Description of Work	Contract Price in Indian Rs.	% of Participation of the Company	Contractual Date of Commencement	Contractual Date of completion of Work	Actual Date of Start of Work	Actual Date of Completion of work	Reasons for Delay in Completion, if any	Value of work completed till the last date of submission of bid supported with certificate from employer/client

Note :-

1. Certificates from the employers are to be attached in respect of the information furnished.
2. Attach photographs of completed Projects.
3. Attach additional photo copied pages, if required.
4. Works to be listed separately as per the similarity.
5. Attach performance certificates as per the value of work as defined in this document. There should not be an unsatisfactory performance of the applicant.

**Authorized Signatory with official seal**

**SCHEDULE – 5**  
**ELIGIBILITY CRITERIA DOCUMENT**

**LIST OF CURRENT PROJECTS**

<b>PROJECT TITLE</b>	<b>WORKS INVOLVED</b>	<b>HAFED</b>	<b>CONTRACT VALUE</b>	<b>DATE OF COMMENCEMENT OF WORKS</b>	<b>DUE DATE OF COMPLETION</b>	<b>%AGEWISE COMPLETION</b>	<b>EXPECTEDDATE OF COMPLETION</b>

**Note    :- Works to be listed separately as per the similarity.**

**Authorized Signatory with official seal**

## SCHEDULE – 6

### ELIGIBILITY CRITERIA DOCUMENT

#### INFORMATION REGARDING CURRENT LITIGATION OR ABANDONMENT OF WORK BY APPLICANT

<b>i)</b>	a) Is the applicant currently involved in any arbitration/litigation to the contract works.	<b>Yes / No</b>
	b) If yes, give details	
<b>ii)</b>	a) Has the applicant or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years due to any reason	<b>Yes / No</b>
	b) If yes, give details	
<b>iii)</b>	a) Has the applicant or any of its constituent partners failed to complete any contract work in India during the last 5 years due to any reason.	<b>Yes / No</b>
	b) If yes, give details	
<b>iv)</b>	Applicant shall submit an affidavit with an undertaking that the applicant / associates have not been blacklisted by any Govt. Agency / State Government/ Central Government offices if any of the State in India.	

**Note:-** If any information in this schedule is found to be incorrect or concealed, participation of applicant will be summarily rejected at any time. The applicant is supposed to fill-up the correct details of arbitration/litigation during last five years with their outcome.

Details of dispute	Year	Award for or against applicant	Name of HAFED, cause of litigation and matter of dispute	Current value of disputed amount	Actual awarded amount

Signature with Seal of the Company  
(Name of the Authorized Signatory)  
Title / Designation

**SCHEDULE – 7**  
**ELIGIBILITY CRITERIA DOCUMENT**  
**AFFIDAVIT**

1. I, the undersigned duly authorized on behalf of company/firm/do hereby certify that all the statements made in the required attachments are true and correct to the best of my knowledge.
2. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the HAFED to verify this statement or regarding my(our) competence and general reputation.
3. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the HAFED.

(Signed by an Authorized Officer of the Firm)

**Name and Title of Officer**

Name of the Firm

Date

Encl.: Requisite Power of Attorney duly attested by Magistrate – 1st Class.

**SCHEDULE – 8**  
**ELIGIBILITY CRITERIA DOCUMENT**

**ADDITIONAL INFORMATION**

Following additional information supported with attested copies, may be supplied along with your application:

1. Registration of company, partnership deed, Article of Association, Registration under Labour Law, Registration under GST etc
2. EPF No., PAN No. etc.
3. Details of available site testing equipments.
4. Details of possession of Electrical License from Chief Electrical Inspector of the State for execution of High Tension line network.

Please add any further information, which you consider to be relevant to the evaluation of your application. If you wish to attach other documents please list below, otherwise state “not applicable”.

**Authorized Signatory with official seal**

**Format of Bank Guarantee for Bid Security**  
**(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100)**

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [*name of Bidder*] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [*date*] for the **(insert the name of the works)** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [*name of bank*] of having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are \_\_\_\_\_ bound \_\_\_\_\_ unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum of Rs. \_\_\_\_\_<sup>1</sup> (Rupees \_\_\_\_\_) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2018.  
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 Form of Bid;  
or

(2) If the Bidder having been notified of 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 Instruction to Bidders; or

(c) does not accept the correction of the Bid Price pursuant;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without any protest or demur or any objection, whatsoever on our part and without any first claim or reference to the Contractor, 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 as such deadline 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 OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

[signature, name, and address]

The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Section 1 (II).

**Instruction for furnishing Bank Guarantee**

- ☐ The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing bank.
- ☐ This bank guarantee/ all further communication relating to the bank guarantee should be forwarded to HAFED Office, Panchkula only.
- ☐ The full address along with the Telex/Fax No. and email address of the issuing bank to be mentioned.



## 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 waive notice of any such change, addition or modification.

The Bank guarantee for performance security shall remain in force as given in the Bid Document shall be valid up to 3 months beyond the expiry of the Defects Liability Period.

Signature and Seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

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

## BANK GUARANTEE FOR ADVANCE PAYMENT

To

\_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]  
\_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [name of Contract]

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 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 \_\_\_\_\_ [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.

The 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: \_\_\_\_\_

Name of Bank/Financial Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

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

**INDENTURE FOR SECURED ADVANCES  
FORM 31**

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

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

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

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction 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 and 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 officer authorized by him. In the event of the said materials or any part thereof being stolen, 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 of 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 of 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 repayable by the Contractor to the Employer together with interest thereon at twelve percent per annum from 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 payable under these presents

PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the power contained therein if and whenever the covenant and the money owing shall not be paid in accordance therewith the **Employer** may at any time thereafter adopt all or any of the following courses as he may deem best:

- (a) Seize and utilize the said materials or any 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 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 said materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the **Employer** under these presents and pay over the surplus (if any) to the Contractor.

- (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 of difference arising over the construction of 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.

## **FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM POWER OF ATTORNEY**

### **(Only applicable for JV/ Consortium)**

Whereas the Awarder of India (AWARDER) has invited applications from interested parties for Whereas, the member of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the tender document (DNIT) and other connected documents in respect of the Project.

Whereas, it is necessary under the DNIT Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project.

#### **NOW THIS POWER OF ATTORNEY WITNESSE THAT:**

We, M/s. , M/s. and M/s. (the respective names and addresses of the registered office) do hereby designate M/s.(name and address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium (name and address of the registered office) being one of the members of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium's bid for the Project, including submission of application / Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with AWARDER, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with AWARDER.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of [year] (Executants)

(To be executed by all the members of the Consortium) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants (s)

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

**(Applicable for all bidders including JV)**

*(On Stamp paper of relevant value)*

POWER OF ATTORNEY Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms. (name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging Bid for \_\_\_\_\_ at HAFED Mega Food Park, Rohtak including signing and submission of all documents and providing information / responses to HAFED, representing us in all matters before HAFED, and generally dealing with HAFED in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of ....., ..... For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Signing on behalf of the Bidder/ Lead Member in case of Consortium

Accepted ..... (Signature)

(Name, Title and Address of the Attorney)

## Agreement Form

### Agreement

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

Whereas the Employer is desirous that the Contractor execute

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

NOW THIS AGREEMENT WITNESSTH as follows:

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

In witnessed whereof the parties there to 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 \_\_\_\_\_

Witnesses of Employer	Witnesses of Contractor
1	1
2	2

## Section-7

### BILL OF QUANTITIES/DNIT

Sr. No.	Description	Unit	Estimated Lump-sum Cost (Rs. in Crores)
1	Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis  Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State	JOB	Rs. 5.77Crores

Note:

1. The item wise price of goods to be supplied shall be on F.O.R. site basis inclusive of GST, applicable taxes, duties, freight etc. The item wise price shall also include the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of the goods to their final destination, storage insurance and safe custody at site.
2. The bidder should submit the bill of quantities/ individual price break-up of each item, clearly mentioning the item description, makes, model nos., quantities, rate, amount, GST and all applicable Tax if any and total price in numbers as well as in words. Failing to submit the individual price break-up in the asked format shall not be taken into account for evaluation and shall not be considered for award.
3. Bidders must quote their prices for all the three parts. In case the bidder omits any part(s), their bid will be considered as incomplete and treated as non-responsive.
4. Individual price break-up of each item shall be finalized by Competent Authority of HAFED for billing purpose.
5. The item wise price of goods to be supplied shall be on FOR site basis inclusive of applicable taxes & duties. The item wise price shall also include the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of the goods to their final destination, storage insurance and safe custody at site.
6. In case of discrepancy between unit price and total price, unit price shall prevail.
7. The item wise quoted price should inclusive of service cover/incidental services during defect liability period of 2 years.

## FORM FOR PRICE BID

I/We hereby tender for the execution of the works for the Haryana State Cooperative Supply and Marketing Federation Limited (here in after referred to as HAFED) specified in the underwritten memorandum within the time specified in such memorandum.

Single percentage rates are to be quoted in the box specified below in figures as well as in words above/below applicable on Lump cost mentioned as Estimated cost in Tender documents.

We quote our rates _____ (in figures)  above/below which will be applicable on the LS Amount provided in DNIT	We quote our rates _____ (in words)  above/below which will be applicable on the LS Amount provided in DNIT
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And in accordance, in all respects, with the specifications drawings and instructions in writing referred to in Section 1 to 7 of this document and with such materials as are provided by the Implementing Agency in all other respect in accordance with such conditions so far as applicable. The contract shall be divided in two parts (1-SITC Supply Installation Testing and Commissioning, trial run of Material Handling Equipment, 2-AMC for three years, 3- Operations for three years).

Enter both the rates in figures as well as in words, only in the space provided above. In the event of variation of rate in figures and words, the lower value only shall be considered. Only single percentage on all items of DNIT/BOQ is to be entered. In case more than one percentage is entered, the tender will liable to be rejected.

## MEMORANDUM

(a)	General Description	Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis  Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State
(b)	Estimated Cost	Rs. 577 Lakhs
(c)	Earnest Money	Rs. 11.54 Lakhs
(d)	Security to be deducted	5% of all bills (including earnest money)
(e)	Time allowed for completion of capital work	06 (Six) Months

Signature of Contractor

If, this tender is accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof forfeit to and pay to the

Federation or its successors in office the sums of money mentioned in the said conditions.

The Bank Guarantee of Rs. \_\_\_\_\_ lakhs is being submitted as EMD for this Bid, the full value of which is to be absolutely forfeited by the Federation or its successors in office without prejudice to any other rights or remedies of the said Federation or its successors in office, if I/We fail to commence the works specified in the above memorandum or otherwise the Bank Guarantee of Rs. \_\_\_\_\_ Lakhs shall be retained by the Federation on account of the security deposit. Should I/We withdraw or modify the tender within the period of bid validity, my/our earnest money will stand forfeited to the said Federation.

(Signature of the Contractor)

### Price Schedule

(To be filled by the technical qualified bidders and submitted to HAFED on the date of financial bid opening in sealed envelopes.)

**Planning, Design, Fabrication, Supply and Labour Job for Installation, Testing Commissioning & Trial Run of 1 Month of Material Handling Equipment, Racking System, Pallets and Crates Etc. Complete with All Means on Turnkey Basis**

**Annual Maintenance for Three Years Post Defect Liability Period and Technical Operation of Three Years Post Trial Run at Core Processing Center, HAFED Mega Food Park, Rohtak District, Haryana State**

**Part –I: SITC (Supply Installation, Testing & Commissioning) and Trial Run of Material Handling Equipment, Racking System, Pallets, Crates etc.**

S. NO.	ITEM DESCRIPTION	MAKE	MODEL NO.	QUANTITY	RATE	AMOUNT	PACKING FORWARDING	INSURANCE	GST	FREIGHT	TOTAL

**Part II: Annual Maintenance of three years after completion of Defect Liability Period**

S. NO.	Per Month Cost for 36 months	

**Part III: Operations of three years after completion of Trial Run**

S. NO.	Per Month Cost for 36 months	

**Authorized Signatory with official seal**

SECTION – 8  
**Deviation Statement Forms Technical Deviation Statement**  
**(TO BE SUBMITTED AND ATTACHED IN TECHNICAL BID)**  
Format A: Technical Deviation Statement

- (1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE REFERENCE	DEVIATION	JUSTIFICATION	REMARKS

The technical specifications furnished in the bidding documents shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the  
Manufacturer /  
Bidder

NOTE:

- Where there is no deviation, the statement should be returned duly signed with an endorsement indication "**NO DEVIATIONS**"

**FORMAT-B: Bidding Terms Deviation Statement Form**

- (2) The following are the particulars of deviations from the requirements of the bidding conditions / terms:

CLAUSE REFERENCE	DEVIATION	JUSTIFICATION	REMARKS

Dated:  
of the

Signature and seal  
  
Manufacturer /  
Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned duly signed with an endorsement indication "**NO DEVIATIONS**"

## **SECTION- 9 (Layout of Facility)**

