



**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 E.Mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in



No.Hafed/EE(HQ)/Drg/590

Dated:19.07.2024

Notice Inviting E-Tender

(E-Tendering Website: <https://etenders.hry.nic.in>)

Online bids are hereby invited for the following works:

NAME OF WORK : ANNUAL MAINTENANCE CONTRACT FOR OPERATION & MAINTENANCE SERVICE OF AIR-CONDITIONING PLANT FOR 200 TONES CAPACITY INSTALLED IN HAFED CORPORATE OFFICE, SECTOR-5, PANCHKULA

Estimated Cost (in Rs.)	Time Limit	Earnest Money (in Rs.)	Tender Document Fee + Processing Fee	Downloading of Tender Document and online bid preparation / hash Submission Date & Time	Submission of online bid (Re-Encryption of Bids) Date & time
3,93,372/-	12 Months	7,867/-	Rs.500/- + Rs.1,000/-	22.07.2024 17:01 Hrs.	01.08.2024 12:00 Hrs.

The tender document containing details of required work, quantity, specifications etc. and other terms & conditions are available on portal <https://etenders.hry.nic.in> or at Hafed Website www.hafed.gov.in The interested parties may download the tender document and must remit the funds on or before **01.08.2024 at 12:00 Hrs.** The date of bid submission is from **22.07.2024 at 17.01 Hrs to 01.08.2024 at 12:00 Hrs** through e-Tender portal as mentioned above. All bidders are required to get register on e-tendering portal & obtain Digital Signature from NIC office. The technical bid will be opened on **01.08.2024** and the date for opening of the financial bid will be informed lateron.

Hafed reserve the right to reject any / all tenders without assigning any reason whatsoever.

NOTE 1. The interested bidder should not quote their rates less than Rs.3,93,372/- which includes HKRN rates, Panchkula wages, EPF, ESI, Contractor profit, GST etc.)

2. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.

3. The bidder must have their office / service center in Tricity (Panchkula, Chandigarh & Mohali).

*** [Tenders can be purchased/downloaded/opened as per the schedule given above.](#)**

Online item / percentage rate tenders on prescribed forms are invited from the approved contractors/societies borne on the approved list of appropriate class of contractors/societies for specific nature of work in PWD(B&R) Haryana, MES, Railways, CPWD, HUDA, HSAMB, Haryana Warehousing Corporation, HPHC or any other State/Centre Govt.

Deptt/Board/Corporation for the above mentioned works and the same will be opened as per the schedule given above respectively in the office of undersigned in the presence of intending contractors or their authorized representatives, who may choose to attend for the purpose.

Tender documents can be obtained on making prescribed payment of:-

Rs. 500/- for the works costing upto Rs.5.00 lacs
 Rs.1000/-for the works costing above Rs.5.00 lacs upto Rs.25.00 lacs.
 Rs.5000/- for the works costing above Rs.25.00 lacs upto Rs.1.00 Crore
 Rs. 15000/- for the works above Rs.1.00 Crore upto Rs.5.00 Crores.
 Rs. 20000/- for the works above Rs.5.00 Crore upto Rs.50.00 Crores.
 Rs. 50000/- for the works more than Rs.50.00 Crores

(Non Refundable) For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service. The interested parties/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. For online payments, please refer to the Home page of the e-tendering Portal <https://etenders.hry.nic.in>

ELIGIBILITY, TERMS AND CONDITIONS:-

1. DNIT can be seen on any working day during office hours in the office of the undersigned and can be downloaded from our website: <https://etenders.hry.nic.in> or www.hafed.gov.in The price bids of only those tenderers shall be opened who have deposited online requisite earnest money as cost of tender form. Technical bid document will also be submitted online. No other mode of payment shall be acceptable.
2. **In case Financial bid is submitted but EMD has not been submitted by any bidder, the bid of that bidder will be rejected and the bidder would be debarred from further tendering in Hafed for a period of minimum one year.**
3. Conditional tenders will not be entertained and are liable to be rejected.
4. In case the day of opening of tenders happens to be a holiday, the date and time of opening of tender will be conveyed later.
5. The amount of earnest money shall be 1% of the estimated cost in case of Cooperative Labour & Construction Societies. The instructions regarding concession / facility to the Cooperative Labour & Construction Societies issued vide No.1214-C-7-2022/2747 dated 20.05.2022 are applicable in the said tenders.
6. The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The contractors who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited."
7. Tenderer should have valid GST Registration Certificate from concerned Authorities of the State / Centre as applicable.
8. The jurisdiction of the Court will be at Panchkula / Chandigarh.
9. Hafed reserves the right to accept or reject any or all offers without assigning any reason.

**MANAGING DIRECTOR,
HAFED, PANCHKULA.**



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E-TENDER

Contract for works, General rules & directions for the guidance of the Contractors

1	Copy of Enlistment	
2	Copy of Goods and Service Tax (GST) Registration No.	
3	Earnest money (through online)	
4	Tender Document Fees (through online)	
5	Attested list of works executed by the agency of similar nature of works with completion certificate.	
6	PAN	
7	Attested copy of the Resolution (only for society)	
8	E-service charges (through online)	
9	Attested copy from Chartered Accountant for the average Annual Financial Turnover during the last 3 (three) financial years i.e. upto 31 st March, 2023.	
10	Latest Attested Affidavit from Notary that the agency / contractor has never been blacklisted (Annexure-A)	
12	Attested list of all allotted works in hand where the works are ongoing (Annexure-B)	
13	Email address / Mobile No. of Bidder	

Note: The bidders must have to be submitted the clear / readable scanned Copies of all the above said documents alongwith their technical bid.

Dated

Signature & Rubber Stamp of the contractor

Detailed Notice Inviting Tender

E-Tender is invited for **Annual Maintenance Contract for Operation & Maintenance Service of Air-Conditioning Plant For 200 Tones Capacity Installed in Hafed Corporate Office, Sector-5, Panchkula** i.e. request for Pre-Qualification/Technical Bid (online bid under PQQ/Technical Envelope) and request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

S. N.	Particular of tender	EMD to be deposited	Tender Document Fee and E-services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Annual Maintenance Contract for Operation & Maintenance Service of Air-Conditioning Plant For 200 Tones Capacity Installed in Hafed Corporate Office, Sector-5, Panchkula	Rs.7,867/-	500+1000 = 1500/-	22.07.2024 17:01 Hrs.	01.08.2024 12:00 Hrs.

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

- The payment for Tender Document Fee and Processing Fee shall be made by the bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT Please refer to 'Online Payment Guideline' available at <https://etenders.hry.nic.in> and also mentioned under the Tender Document.**
- Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://etenders.hry.nic.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**
- The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates **and make payment via RTGS/NEFT. The intended bidder/agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in>**
- The interested bidders shall have to pay mandatorily Processing Fee (under document fee – Non refundable) of Rs.1,000/- (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 tender

document fee (Rs.500/-) and Processing Fee (Rs.1000/-) can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

The Parties/Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	HAFED Stage	Party Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	22.07.2024 10:00 Hrs	22.07.2024 17:00 Hrs
2		Downloading of Tender Document / Online Bid Preparation	22.07.2024 17:01 Hrs	01.08.2024 12:00 Hrs
4	Opening of Technical Bid Envelope	-	01.08.2024 12:01 Hrs	01.08.2024 17:00 Hrs
5	Opening of Financial Bid	-	Will be informed later on.	

Important Note:

- 1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

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 safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. **Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from 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.

3.0 Procedure for submission of Bids

3.1 The bids shall be submitted Online in two separate envelopes:

“Envelope 1: Technical Bid

The parties/bidders shall upload the required details online in the Technical Bid

“Envelope 2: Commercial Bid”

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

- **Bidders are mandatorily required to submit the technical and financial bid in the prescribed online format only. No manual bids shall be entertained.**

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 & EMD fees & 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..

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 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](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, 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:-

- (A) ***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>***
- (B) ***For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> , and click on the available link 'How to...?' to download the file.***

- (C) ***In case Financial bid is submitted but bid security has not been submitted by any bidder, then bidder would be debarred from further tendering in Hafed for a period of minimum one year.***

(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. Debit Card
- B. Net Banking
- C. RTGS/NEFT

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

B) Net Banking

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

- (i) Bidder selects Net Banking option in e-Procurement portal.

- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
- (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 and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

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 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
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 code each.

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 Deposit A/c.

The Haryana State Cooperative Supply and Marketing Federation Limited: Panchkula

NOTICE INVITING PERCENTAGE / ITEM RATE TENDERS:

1. Tenders are hereby invited on behalf of the Managing Director, Hafed for _____

_____ detail of the estimate of which are given in paragraph 15 below :

2. Tenders will be received by the Executive Engineer, Hafed, Panchkula at hours on. and will be opened by him on the due date and time at Head Office Panchkula in the presence of tenderers or their authorized representatives/agents who may like to be present at that time.

3. Earnest money amounting to **Rs.7,867/-** shall be paid through Online as per <https://etenders.hry.nic.in>

4. Tenders are to be on the prescribed form (percentage / Item rate tender for works) which can be obtained from the office of Executive Engineer, Hafed, Panchkula. The prescribed form contains the 'Condition of Contract' to be complied with by person whose tender may be accepted. Applicant will be required to pay Rs. _____ for each tender document (through online).

4 (a) The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The contractors who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited.

5. Further information on tenders can be obtained and a schedule of the quantities, the detailed plans and specifications can be seen in the office of Executive Engineer, Hafed, Panchkula on any working day from 10.00 A.M. to 5.00 P.M.

6 Bid Capacity

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

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

where

A= Maximum value of similar works executed in any one year during the last seven years (updated to the price level of the last year @10% per annum) taking into account the works completed and in progress.

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

M= 3

B= Value of the existing commitments and ongoing works to be completed during the period of completion of the works for which bids are invited (updated to the price level of the last year @10% per annum).

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-In-Charge not below the rank of an Executive Engineer or equivalent.

(ii) Even though the bidder met the above qualifying criteria, they are subject to be disqualified if they have:

-made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or.

-record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc: and/or.

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

7. Tender should be made at a percentage above or below the rate in the details of estimate (paragraph 14 below) and the contractor should state the period within which he agrees to carry out the work.

8. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission, of the tenders. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples, recoveries at site etc. whether he inspects them or not. No claim whatsoever will be entertained in this regard later on after submitting of the bid.

9. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and he has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores will be issued to him by HAFED and local conditions and other factors bearing on the execution of the works.

10. Each tenderer shall give proof to the entire satisfaction of the Executive Engineer concerned that he has in his possession the Haryana P.W.D. specification Book 1990 edition with upto date amendment, failing which the tender shall be capable to be rejected.

11. The Executive Engineer on behalf of Hafed reserves to himself the right of issuing the materials to the contractors as per list enclosed for use on the work at the places and rates noted against each. When the material is to be issued from stock, the contractor shall be held responsible for obtaining from Hafed all such materials required for the work and for making payment there for by deduction from his bills at the rate specified regardless of fluctuations in the market rates or in the stock rates of the Division. No carriage or incidental charges will be borne by Hafed for moving the material beyond the place where the contractor has agreed to take delivery thereof except in case of material of which a specified provision for the payment of carriage and incidental charges is made in the contract schedule of rates.

12. The tenderer shall initial all corrections in his tender. Non-compliance of this condition will render the tender liable for rejection.

13. The contractor, whose tender is accepted will be required to execute a contract deed on the prescribed form and will be required to furnish security which will be recovered by way of deduction of ten percent from the bills of payment to be made on account of work done. The earnest money (mentioned in paragraph 3 above) will be treated as part of the security.

14 The acceptance of the tender will rest with the Managing Director, Hafed, Panchkula who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason.

15. Details of estimate as per schedule attached from page _____ to _____. Total estimate cost Rs. _____ Sr No. Sub head of estimate rate per Item No Sub Head See page _____ to _____ estimate.

16. PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS

The tender documents of this office contain page to

17. The intending contractor shall fill in the percentage rate above/below in the details of the estimate referred to in paragraph-15 above at its appropriate place, sign all pages of the tender documents and initial corrections etc. The sealed envelope subscribed "Tender
..... alongwith other documents namely duly accepted power of attorney in original or attested copies in the name of tenderer or his authorized representatives or agents to act on behalf of the contractor, and (b) documents in respect of payment of earnest money and proof of same on the online web portal site in the prescribed hours.

18. The tenders, which are not accompanied by the earnest money/proof of earnest money or did not strictly follow the technical requirements, shall be summarily rejected.

19. Tender/quotations, which are dependent upon the quotations of other shall be summarily rejected.

Contractor

Witness

Executive Engineer

H A F E D

PERCENTAGE / ITEM RATE TENDERS

AND

CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of Invitation to tender posted on a board hung-up in the office of and signed by the Executive Engineer and also in the newspapers and online portal of Haryana Govt. / Hafed.

This form will state the work to be carried out, as well as the date for submitting and opening of tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with tender, and the amount of security deposit to be deposited by the successful tenderer and percentages, if any to be deducted from bills. Copies of the specifications, designs and drawing, Estimated rates/ Common Schedule rates and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractor at the office of the Executive Engineer during office hours.

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

2-A Tenderer shall sign each page of the tender.

3. Any person who submits a tender shall fill up the usual printed form stating at how much percent above or below the rates specified in Rule I he is willing to undertake the work. Only one rate of percentage more or less on all the Estimated rates/Common Schedule rates shall be named. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

4. The Executive Engineer / Sub Divisional Engineer / Circle Head Draftsman / AGM (Acctts)/Sr.Acctt. / Head Draftsman / Superintendant will open tenders in the presence of any intending contractors or their authorize agent on online web portal and online papers will be generated by IT Wing of Hafed in presence of contractor or their representative, if present, on that day.

5. The Managing Director shall have the right of rejecting all or any of the tenders without giving any reason for it.

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

6-A With the issuance of acceptance letter, all the conditions (including the additional conditions) in the tender will convert into conditions of an agreement and the contract will stand concluded. Necessary stamp as required under the Indian Stamp Act, 1899 will be affixed by the management.

7. The receipt of an accountant or clerk for any money paid by the contractors will not be considered as an acknowledgement of payment to the Executive Engineer and the contractor shall be responsible for seeing that he procures a receipt signed by only authorized officer of Hafed.

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

TENDER FOR WORKS

I/we hereby tender for the execution for the Haryana State Corporation supply and Marketing Federation, herein after referred to as HAFED of the work specified in the under-written memorandum within the time special in such memorandum at”

below

estimate

per cent..... the rates entered in the mentioned in Rule I and

above

common schedule of rates of P.W.D.

in accordance in all respects with the specifications, designs, drawing, and instructions in writing referred to in rule I hereof and in Clause II of the annexed conditions and with such materials are provided for and by in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a) If several Sub-works are 1 percent to 10 included, they should be detailed in a separate list.

(a) General Description

(b) Estimated cost

(c) This deposit will vary from 1 pr cent to 5 per cent of the estimated cost of the work according to the requirements of the case

(c) Earnest money

..... Rs.

(d) Security deposit (including earnest money)

..... 5%

(e) This percentage, where no security deposit is taken, will vary from 5 per cent to 10 per cent of the requirements of the case, where security, deposit is taken, see note to Clause 1 of Conditions of contract.

(e) Percentage, if any, to be deducted from bills

..... Rs. (Rupees percentage)

(f) Time allowed for the work from date of written order to commence

..... Months

Should this tender be 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 to forfeit and pay to the HAFED or its successors in office the sums of money mentioned in the said conditions.

The sum of Rs.....depositedvide HAFED Receipt Number.....dated.....as Earnest Money the full value of which is to be absolutely forfeited to the HAFED or its successors in office, without prejudice to any other rights or remedies of the said HAFED or its successors in office, should I/we fail to commence the work specified in the above memorandum or (a) otherwise the said sum of Rs.....(b) shall be retained by HAFED on account of the security deposit specified in Clause I (B) of the said conditions of contract

Dated the _____ day of _____ 20____

Signature:- Contractor-----

Witness

Address

Occupation

The above tender is hereby accepted by me on behalf of HAFED

Dated the _____ day of _____ 20____

*** Give particulars and numbers.**

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

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

*** Signature of contractor before submission of tender**

Signature of witness Contractor's signature.

*** Signature of the officer by whom accepted**

CONDITIONS OF CONTRACT

Performance
security before
allotment
letter

Clause 1:--- (A) After the principal approval for the lowest bidder from Managing Director Hafed, Hafed will direct the lowest successful bidder by issuing a letter to furnish the performance security in the shape of Bank Guarantee / Fixed Deposit **within 7 days** (the first day will start from the issue of letter of Bank Guarantee by Hafed), only thereafter, the allotment of the work will be issued to the agency. If the agency fails to furnish/deposit the Bank Guarantee / Fixed Deposit in question in 7 days, the Earnest Money of the agency/contractor, deposited with the tender work, will be forfeited and the same agency/contractor will not be allowed to participate in the re-tender for the same work for which his earnest money has been forfeited.

Security
deposit this
will be the
same
percentage as
that in the
tender at

(B) The person/persons whose tender may be accepted (hereinafter called the contractor), shall permit HAFED at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 10% subject to a maximum of 5% of all money so payable. Such deduction will be held by HAFED by way of security deposit. All compensation or other sums of money payable by the contractors to HAFED under the terms of his contract may be deducted from his security deposit or from any sum, which may be due or may become due to the contractor by HAFED on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum which may have been deducted from or raised by sale of his security deposit or any party thereof.

Compensation
for delay

Clause 2 – The time allowed for carrying out the works 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) and the contractor shall pay as compensation an amount equal to one per cent which the E.E. Hafed in-charge may levy on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of 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 three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the E.E. Hafed may levy on

the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : provided always that the entire amount of compensation to be paid under the provision of this Clause shall not exceed ten per cent of the estimated cost of work as shown in the tender. The Managing Director may on representation in writing from the contractor reduce the amount of compensation and his decision in writing shall be final.

Action when
whole of security
deposit is
forfeited.

Clause 3 – In any case, in which under any clause or clauses in this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in lump sum or deducted by installments) the Managing Director on behalf of the HAFED shall have power to adopt any of the following courses, as he may deem best suited to the interests of HAFED.

- (a) To rescind the contract (of which recession notice in writing to the contractor, under the head of the Managing Director shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of HAFED.
- (b) To employ labour paid by the HAFED and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certification of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner at the same rates as if it had been carried out by the contractor under the terms of his contract the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor of the whole work had been executed by him of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive, shall be borne and paid by the original contractor and may be deducted from any money due to him by HAFED under the contract or otherwise or from his security deposit or the proceeds of sale thereof or sufficient part thereof.

In the event or any of the above courses being adopted by the Managing

Director, 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 engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum of or for any work therefore actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

Clause 4 – In any case in which any of the powers conferred upon the E.E. by clause 3 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 powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the XEN Hafed putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires take possession of all or any tools, plants, material and stores in or upon the works, or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work any part hereof paying or allowing for the same in account at the contract rates, or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate hereof shall be final, otherwise the Executive Engineer 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, plant, material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expenses or sell them by auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer as to the expense or any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor".

Power to take
possession of or
require removal
of or sell
contractors
plant.

Extension of time

Clause 5 – If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the E.E. within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the M.D. shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any as may, in his opinion be necessary or proper.

SE/CE Hafed is empowered to give the time extension for a period of 3 months for the work costing upto Rs. 10 Lacs.

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

District rates mean the Haryana P.W.D. Buildings and Roads Branch rates for that District.

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

Final certificate. Payment on intermediate certificate to be regarded as advances.

Clause 6 – Without prejudice to the rights of HAFED under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion; but no such certificate shall be given or shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus material's and rubbish, and cleaned off the dirt from all woodwork, door walls, floors, or other parts of any building in/upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish dispose of the same as he think fit and clean off such dirt as aforesaid; and the contractor forth-with pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7 – No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled

to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the recurring of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under those 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 work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be
submitted
monthly.

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

Bills to be on
printed forms.

Clause 9 – The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the charge in the bills 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 herein after provided for such work.

Stores supplied
by Hafed.

Clause 10 – If the specifications of estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore 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 for effect of this contract specified in the schedule or memorandum here to annexed), the contractor shall be supplied with such materials and stores 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 specific in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor but not shall on any account be removed from the site of the work without the written permission of the Engineer-in-charge and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of contract, shall be returned to the Engineer in charge's store if by a notice is by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claims for compensation on account of any such material so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Work to be executed in accordance with specifications, drawing orders etc.

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

Removal of employees, workmen and foremen.

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

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-charge shall be re-employed or re-instated on the works by the contractor at anytime, except with the previous approval in writing of the Engineer-in-charge. The contractor shall not be entitled to demand the reason from the Engineer-in-charge for requiring the removal of any such workman, foreman or other employee.

Alteration in specification and Designs, do not invalidate contracts.

Clause 12 – The Engineer-in-charge shall have power to make any alteration in or omission from additions, to or substitutions for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the contractor shall be bound to carry out

<p>Extension of time in consequence of alteration.</p>	<p>the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, additions, or substitution shall not invalidate the contract; and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district subjects` to the same percentage above or below as included in the contract, and if such class of work is not entered in the schedule or rates of the district then the contractor shall within seven days of the date of his receipts of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge and M.D. do not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carryout 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 the determination of the rate as aforesaid to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the M.D. will be final.</p>
<p>Rates for works not in estimate or schedule of rates of the district.</p>	
<p>No compensation for alteration in or restriction of work to be carried out.</p>	<p>Clause 13 – If at any time after the commencement of the work the HAFED shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full that which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.</p>
<p>Action and compensate on payable in case of bad work.</p>	<p>Clause 14 – If it shall appear to the Engineer-in-charge or his subordinate incharge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the</p>

contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or part, as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and place with other materials or articles complained of, as the case may be at the risk and expense in all respect of the contractor.

Works to be open to inspection.

Clause 15 – All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works 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 force as if they had been given to the contractor himself.

Contractor, or responsible agent to be present.

Notice to be given before work is covered up

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

Contractor liable for damage done and for imperfections for 6 months after

Clause 17 – If contractor or his work people, or servant shall break, deface, injure or destroy any part of a building, if they may be working on any building, road, fence, enclosure, or grass land, cultivated ground contiguous to the premises on which work or any part of it is being executed, or if any damage shall happen to the

certification.

work while in progress from any cause whatever or in any imperfections become apparent in it within six months after a certificate final or other of its completion shall have been given by Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit.

Contractor to supply plant ladders, scaffoldings, etc.

And be liable for damages arising from non-provisions of lights fencing etc.

Clause 18 – The contractor shall supply at his own cost all materials except such special material, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works 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 Engineer-in-charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract or his security deposit. The contractor shall also provide all necessary fencing and lights required from/ to protect the public from accident and 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 cost which may be awarded in any such suit, action or proceedings to pay such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Female Labour

Clause 19 – No female labourer shall be employed within the limits of cantonment.

Clause 19-A – No labourer below the age of 12 years shall be employed on the work.

Clause 19-B – The contractor shall pay his labourers not less than the wage

paid for similar work in the neighbourhood.

Work on Sunday

Clause 20 – No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge. .

Contractor liable for payment of compensations to injured workman, or in case of death, to his relations.

Clause 20-A – In every case in which by virtue of the provision of Section 12, sub-section (1) of the Workmen's Compensation Act, 1923, HAFED is obliged to pay compensation to workmen employed by the contractor, in execution of works, HAFED will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of HAFED under Section-12, subsection (2) of the Act, HAFED shall be at liberty to recover such amount or any part thereof by deducting in from the contract or otherwise.

HAFED 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 his upon giving to HAFED full security for all costs for which HAFED might become liable in consequence of contesting claim.

Work not to be sublet.

Clause 21 – The contract shall not be assigned or sublet without the written approval of the M.D. and if the contractor shall assign or sublet his contract or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts to do so, or if any bribe, gratuity, gift, loan requisite reward or 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 officer or person in the employ of Hafed in any way relating to his office or employment or if any such officers or, person shall become in any way directly or indirectly interested in the contract the Managing Director may thereupon by notice in writing rescind the contract and the security deposit of the contract shall thereupon stand forfeited and be absolutely at the disposal of HAFED and the same consequence shall ensure as if the contract had been rescinded under Clause 3 thereof and in addition the contractor shall not be entitled to recover or be paid for any work there to fore actually performed under the contract.

Contract may be rescinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

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

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 HAFED without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

Deductions of amount due to HAFED on any account whatsoever to be permissible from sums payable to a contractor.

Clause 22-A – Any excess payment made to the contractor inadvertently or other under this contract or any account whatever and any other sum found to be due to HAFED by the contractor in respect of this contract, or any others contract or work-order or any account whether, may be deducted from any sum whatsoever payable by HAFED 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.

Changes in constitution of firm.

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

Works to be under direction of Superintending / Chief Engineer-in-charge.

Clause 24 – All work to be executed under the contract shall be executed under the directions and subject, to the approval in all respects of the Managing Director of the HAFED for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Arbitration Clause

Clause 25 – In case of any dispute arising out of the contract, the matter shall be referred to the Managing Director, hafed, Panchkula for the appointment of Sole Arbitrator. Managing Director, Hafed can appoint the Sole Arbitrator as per the provisions of the Arbitration & conciliation ACT 1996 and further direct the Sole Arbitration to arbitrate in the matter. The sole arbitration proceedings shall be held under the jurisdiction of Panchkula court only & as per provision of the Arbitration & conciliation Act 1996. It is further clarified that no such request for the appointment of the Sole Arbitrator shall be entertained by the Managing Director, Hafed after the expiry of Three months from the date of issuance of the Completion Certificate or from the issuance of the Final Bills, whichever is later.

Lump sum in estimate

Clause 26 – When the estimate on which a tender is made include lump-sums in respect of parts of the works, the contractor shall be entitled to payment in respect on the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, the Engineer-in-charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Action where no
specification.

Clause 27 – In the case of any class of work for which there is not such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification, and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

Definition on works

Clause 28 – The expression “works” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions be constructed and taken to mean the works 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.

Contractor

Witness

Executive Engineer

Schedule showing (approximately) materials to be supplied from the HAFED Stores for works contracted to be executed and the rates at which they are to be charged for :-

Particulars	Rates at which the material will be charged to the contractor			Place of delivery
	Units	Rs	P.	
1. Recovery of Bricks	1000 Nos.	4600	00	
2. Recovery of Brick bats	Cum	400	00	

Recovery Note:

All quantities of the recoverable materials have been worked out on the basis of theoretical quantities laid on this site. However, agency may visit the site before quoting rates and assess the extent of material to be retrieved. There shall be no measurement after actual dismantling and if material after dismantling is found on lesser side, no claim of agency on this score will be entertained and full recovery on the basis of agreed rates and quantity exhibited in the BOQ / DNIT shall be made.

(Signatures of Contractor)

H A F E D

SUPPLEMENTARY CONDITIONS OF CONTRACT

1. The material should be brought from the sources or quarries specified by the Engineer-in-charge. All the clauses of the preliminary specification in the Haryana P.W.D. as modified upto date shall be applicable to this work.

2. The rates quoted in the tender are applicable till the completion of the contract and no variation by way of any extra will be allowed under any circumstances even if it involves controlled commodities. The rates given in the schedule of rates are inclusive of Octroi, terminal tax, Royalty and all other taxes and charges.

3. No claim in respect of GST or any other local taxes which might be in existence or which might hereafter be imposed will be admissible.

4. The contractor shall cooperate with other special agencies who may be engaged by the employer and shall afford all reasonable facilities for the execution of such work during the process of construction and repairs.

5. **BLACKLISTING CLAUSE :-** In case, the Contractor/agency found guilty of violating any terms and condition of this Contract, then it shall be within the powers of the Managing Director Hafed to declare such Contractor/agency as Blacklisted after giving the Contractor/agency a due opportunity of personal hearing. It is further clarified that such order of Blacklisting shall remain in operation for a period of 2 years from the date of passing of such orders. It is further clarified that in case the root cause of Blacklisting continues to exist beyond the period of 2 years, then the orders of Blacklisting shall be continued to remain in operation till the root cause of Blacklisting is removed. It is further clarified that during the operation of the order of Blacklisting, the Contractor/agency shall be barred to participate in any work offered by Hafed by the way of inviting tenders or otherwise.

After giving showcause notice and recording the findings after hearing the contractor, Hafed may blacklist a contractor due to any of the following reasons:

(a) There are sufficient reason to believe that the contractor or his employee has been guilty of malpractice such as bribery, corruption, fraud, vitiating fair process, including substitution or interpolation of tenders, pilfering or unauthorized use or disposal of government material issued for specific works and if the material used by contractor of sub standard quality i.e below specification at site of work.

(b) The contractor continuously refuses to pay government dues without showing adequate reasons and where Hafed is satisfied that no reasonable dispute attracting reference to Court of Law exists for contractor's action;

(c) Where the contractor or his representative has been convicted by a Court of Law for offences of moral turpitude in relation to business dealings or where security considerations, including suspected loyalty to the State, so warrant; and

(d) If the contractor or his representative is found guilty of misbehavior with any official of the State Government connected with the execution of the work directly or indirectly.

(e) If the contractor does not execute agreement or deposit performance guarantee or does not start the work or complete the work after acceptance of tender as per agreement, the contractor is liable to be debarred and suspended from participation in the re-tender of that work or in future tenders.

6. Secured advance if payable, will be paid @ 75% of value of all the bonafide materials of imperishable nature brought to site and lying at site but not used in work upto the time of billing subject to production of valid cash memos. Recovery shall be effected only to the extent of the quantity used in the work upto the time of billing. The watch and ward of the material shall be the responsibility of the contractor and in case arrangement to the satisfaction of Engineer-in-charge are not made by the contractor, the same shall be made by the department at the cost of contractor, Execution of indenture on the prescribed form is pre-requisite. Hafed will not own responsibility of any loss of such material on account of theft fire or damage otherwise before its actual consumption.

7. The work shall be carried out strictly in accordance with the relevant drawings and specifications. The contractors shall make no alterations in the drawings and specifications and should any error or discrepancy appear in them he shall refer it to the Engineer-in-charge in writing for proper adjustment and further instructions.

8. Quality Control

Identifying Defects :-(i) The Engineer-in- Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

(ii) Tests:- The contractor shall carry out all type of required tests as per IS standards or as instructed by engineer in charge. The contractor shall borne all charges for the test of samples.

(iii) Correction of Defects: The Engineer-in-Charge shall give notice to the Contractor of any Defect (structural, technical or routine maintenance nature) before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability period shall

be extended for as long as Defects remain to be corrected. The defects shall include the routine maintenance activities as well.

(iv) Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge's notice.

(V) Uncorrected Defects: If the Contractor has not corrected a Defect within the time specified in the Engineer-in-charge's notice, the Engineer-in-charge will assess the cost of having the Defect corrected, and the Contractor will pay double of this amount.

9. The contractor shall not suspend the works (unless so ordered by Engineer-incharge) pending the Engineer-incharge's decision on any question referred to him in this contract.

10. The Engineer-in-charge may from time to time by direction in writing without in any way vitiating or affecting the contract, order the contract, to suspend the work or any part thereof at such time of times as the Engineer-in-charge may deem desirable and for any cause and the contractor shall not after such directions to suspend the works or any part thereof, proceed with the work directed to be suspended until he receives a written order to do so from the Engineer-in-charge.

The Contractor shall submit to the Engineer-in-Charge, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within the period, the Engineer-in-Charge may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

11. Mild steel reinforcement and structures either in the form of rounds or flats shall confirm to latest Indian standard Code Practice. Contractor shall make arrangements to get specimen of steel/concrete tested whenever desired by the Engineer-in-charge. The method of testing and interpretation of results shall be as per the relevant clause of the Indian Standard Code of Practice. Cost of materials, labour and all other expenses with testing shall be borne by the contractor.

12. FIRST AID AND LIFE SAVING EQUIPMENTS. The contractor shall provide upon the works, to the satisfaction of the Engineer-in-charge and at such place as he may provide proper and sufficient life saving, fire fighting and first aid appliances, which shall at all times be available for use.

13. SITE ORDER BOOK. The contractor shall also maintain an order book at the site of each of the works wherein the instructions of the Engineer-in-charge or his representative about the work shall be recorded. The order book shall be the property of the employee and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor

himself. The contractor or his representative on the site must sign the book once a day in token of his having perused the orders given therein.

14. The Engineer-in-charge has full power to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the Engineer-in-charge is at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-charge has also full powers to require other proper material to be submitted therefore and in case of default, the Engineer-in-charge may cause the same to be supplied and all cost which may accrue on such removal and substitution are to be borne by the contractor.

15 The material used in the work shall be got tested from below mentioned Laboratory :-

- (i) Shree Ram Institute for Industrial research, New Delhi
- (ii) Haryana PWD (B&R) Laboratory.
- (iii) National Institute of technology, Kurukshetra Haryana.

The Junior Engineer/Sub Divisional Engineer/Executive Engineer will ensure that the payment will be made according to the work done at site and as per test reports received from the Lab., and if any recovery in terms due to testing comes to the notice then the same has to be made in the same running bill or in next running bill.

16. The contractor shall pay not less than fair wages applicable to the locality to labourers engaged by him on the work, all other labour laws as applicable in the locality shall be adhered to.

17. If the contractors are a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the Constitution of the firm. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of relevant clause hereof and the same action may be taken and the same consequence shall be ensured as provided in the said clause.

18. The contractor shall make his own arrangements for providing accommodation for labour as may be required in accordance with local regulations.

19. The contractor shall deposit royalty and obtain necessary permit for supply of earth aggregates etc. from the concerned authorities.

20. In respect of all labour directly or indirectly employed in the work or performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with regulations for hutting accommodation of labour as per Haryana PWD Code Rules.

21. The Earnest Money already deposited with the Hafed will count towards security deposit.

22. Actual quantities of completed, measured and accepted work shall only be paid.

23. The contractor shall not be entitled to any payment on account of work done till he sign his agreement and the same is accepted by the competent authority.

24. Amount of the work may be increased/decreased and any item omitted or substituted in accordance with requirement of the Federation and no claim on this account shall be entertained.

25. In case any quantity of cement, steel, paints or other commodity issued from the stock to the contractors by the Engineer-in-charge for use on the work for which it is issued, is not utilized for the purpose for which it is issued and is otherwise disposed off by him or spoilt or lost or allowed to get deteriorated or used in excess of the quantities actually required to be used as per specification herein stipulated or those fixed by the in excess of the quantities actually required to be used as per specification herein or those fixed by the Engineer-in-charge the cost of such quantity of that material shall be recoverable from the contractor at double the rates at which it is agreed to be supplied to the contractor.

26. The contractor shall use canal water for the construction of building or water from any other sources as approved by the engineer in charge. Water should be got tested at regular interval from the laboratory approved by the engineer in charge and no extra cost will be paid from the same. Water to be used shall meet latest IS standards as per IS 456/other relevant codes. In case canal water is not available, the contractor will install RO systems of suitable capacity and check quality of water daily from the Lab set up at the site in addition to regular testing from reputed lab. The contractor will keep the RO in good condition/working so that the quality of water is as per standards. Whenever water will be supplied by the Federation recovery on account of water shall be made from the contractor at the rate of 1% of the amount on items where water has been used. The agency shall manage its own electricity otherwise, the deduction shall be made on double rate of actual basis consumption of the electricity used of Hafed.

27. Income tax will be deducted from the bill of the contractor according to section 195-C of Income tax Act and instructions issued from time to time.

28. (i) The cement of I.S.I marked 43 Grade Ordinary Portland Cements as per I.S. 269 (latest) packed in HDPE bags of 50 kg each from the reputed make of cement i.e. Shree cement, Ambuja Cement, JK Cement or equivalent as approved by Executive Engineer for all cement work and will be arranged by the Contractor himself.

(ii) Payment of items involving use of cement will be made to the agency only if original voucher or bill of purchase is supplied to the Engineer in charge.

(iii) No payment of items involving use of cement will be made to the agency if it is brought from any other manufacturer other than mentioned in the DNIT or approved by engineer in charge and item thus executed will be rejected & No payment will be made for such items.

(iv) If quantity of cement consumed is less by more than 5% of specifications, the payment of that work, will also be paid at reduced rates. It shall be the discretion of the engineer in charge to determine the whether the stability of the structure is effected adversely due to less consumption of materials and in case it is felt that it is likely to be so, the Executive Engineer shall reject the work and decision of Superintending Engineer / Chief Engineer in such matter shall be final.

(v) Test Certified from Shri Ram Test House/ NIT Kurukshetra or any other B&R shall be supplied by the agency for each lot of material and cost thereof shall be borne by the agency.

(vi) Payment of items involving use of cement will be made to the agency only if original voucher or bill of purchase is supplied to the Engineer-In-Charge.

(vii) The Cement manufactured by the Mini Cement plant shall not be allowed to used.

(viii) The contractor shall provide the cement store at site for safe custody of it and to save it from weathering condition. The cement consumption register will be maintained by him and the same will be checked on daily basis by Junior Engineer and will be checked Sub Divisional Engineer, Executive Engineer, Superintending Engineer / Chief Engineer at regular intervals.

(ix) The cement brought at site shall be fresh and should have latest date of manufacturing on it.

29. **Defect Liability Period:** The Defect liability period shall be 6 months from the date of completion of work. The date of completion shall be considered as date certified by the Engineer-In-Charge. The Engineer-In-Charge shall give notice to the contractors of any defects before the end of the defects liability period. The defect liability period shall be extended for as long as defects remain to be corrected. The contractor shall correct the notified defect/defects within the length of time specified by the Engineer-In- Charge.

30. 10% security will be deducted from the gross amount of each running bill of the agency subject to a maximum of 5% of all the tendered value. The earnest money deposited of the tender will be treated as part of the security. One-half of the security deposit will be refunded on completion of the work/issue of Taking-over Certificate, and the other half will be released one year after expiry of the Defects Liability period. The contractor shall have the option to replace the second half of retention money with unconditional Bank Guarantee / Fixed Deposit for the desired period.

31. **Performance security:-** (i)The successful tenderer will furnish performance security (5% of the contract price) which may be in the form of Bank Guarantee / Fixed Deposit, to be kept as a surety that the contractor complete the work satisfactorily. Initially, the performance guarantee will be valid up to end of the defects liability period plus 30 days. In case the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is returned to the contractor after the date specified in the contract.

(ii) If the bid of Successful Bidder is below upto 5 % of the estimated cost, the Successful Bidder shall furnish the Performance Security with 1% extra i.e. 6% of Contractual amount and if the

bid of Successful bidder is below more than **5%** of the estimated cost, the Successful bidder shall furnish the Performance Security with **2%** extra i.e. **7 %** of the Contractual amount.

32. No reference for arbitration shall be maintainable unless the contractor furnishes a security deposit of a sum determined according to the table given below and the sum so deposited shall, on the termination of the arbitration proceeding, be adjusted against the cost, if any, awarded by the Arbitrator against the party and the balance remaining after such adjustment or in the absence of any such cost being awarded, the whole of the sum shall be refunded to him within one month from the date of the award.

Amount of claim	Rate of security deposit
For claim below Rs. 10,000/-	3% of the amount claimed
For claims of Rs. 10,000/- and below Rs. 1,00,000/- and	5% of the amount claimed
For claims of Rs. 1,00,000/- and above	10% of the amount claimed

33. The rates quoted against recovery items will not be included in the total amount rather it will be deducted while calculating financial statement of the agency. Material obtained from dismantling of existing brick work, bituminous layer and granular layers will be calculating taking assumption that 60% of theoretical material will be retrieved. The dismantled material can be used in any of the item for the work after modification (bringing it to required specifications) after approval from Executive Engineer. In case it is not possible to use this material. This material can be taken away by the agency at the price quoted by the agency but minimum price to be quoted is limited to reserve price as fixed in DNIT.

34. The contractor shall provide minimum laboratory equipment/ Quality control lab equipments required during execution of construction work at site.

35. The Contractor must employ the following staff while carrying out work:-

Sr. No.	Agreement amount	Key personal required to be Employed by the contractor	Recovery rate in case non-Employment
1.	Upto Rs. 5 Crore	Once Civil Engineer with Diploma in Civil Engineer	Rs. 20,000 per month plus Departmental charges @ 14%
2.	Above 5 crore	One Civil Engineer with Degree Civil Engineer	Rs. 35,000 per month plus Departmental charges @ 14%

If the Contractor does not employ the staff as per above mentioned condition then the Engineer-in-charge is free to employ a person of mentioned qualification and the charges of the same shall be deducted from the account of the contractor in running bills as per rates alongwith 14% departmental charges as mentioned in above table. The personnel so employed shall be considered as employees of the contractor and all responsibilities of them shall be lie with him only.

36. A Temporary site office shall be set up by the Contractor/agency with the provision of atleast one number of table and 5 number of chairs so that site plan and other work can be taken up in hand in proper manner. No payment on this account will be payable to contractor. If the contractor / agency does not provide the same, Engineer-in-Charge shall purchase the same and cost of furniture will be deducted from the bill of the agency / contractor.

37. If any changes are required in execution of work in respect of DNIT/Estimate, a prior approval shall be taken from the competent authority before making any change at site.

38. Good earth only shall be used in all type of soil work. The earth to be used in earth filling or in other work shall be good and free from leaves, mud, vegetable matter, slush and other material. No earth shall be taken from Govt. Land.

39. Nothing shall be paid for any loss of damaged done due to rains, floods or any other Act of God.

40. Withdraw of items:- Hafed can withdraw any items of DNIT at any stage. No claim on account of withdraw will be entertained.

41. Termination: (a) Hafed may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:-

(i) The Contractor stops work for 20 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer-in-Charge.

(ii) The Contractor is made bankrupt or goes into Liquidation other than for a reconstruction or amalgamation.

(iii) The Engineer-in-Charge give notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct It within a reasonable period of time determined by the Engineer-in-Charge.

(iv) The Contractor does not maintain a security which is required.

(v) The Contractor has delayed the completion of milestone/work by 30 days.

(vi) if the Contractor, in the judgment of Hafed has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(vii) Non-employment of key personnel.

For the purpose of this paragraph "corrupt practice" means to offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution " Fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower to the benefits of free and open competition."

(viii))If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonable possible.

(b) Payment upon Termination

(i) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply.

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

(iii) All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Hafed, if the Contract is terminated because of a Contractor's default.

42. Earth work at site will be laid in three layers so that proper compaction can take place. In first layer 1/3rd of total depth of earth work to be done will be laid and then watered and compacted. Similar action will be taken for other two layers. Payment to contractor for 1st and 2nd layers of the compaction will be paid as and when each layer will be completed at site. Payment for top of 1/3rd layer of earth will be paid after the agency bring and laid 25% of total bricks required for particular site.

43. **Tax:** The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax/ VAT, Labour Cess, 100% Service Tax/GST as applicable and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

44. Executive Engineer and Divisional Accounts Officer / S.O. of the Construction Division will ensure that the Bank Guarantee / Fixed Deposit is renewed from time to time for the extended period of work. If the agency fails to get it renew in time then the same may be recovered from panel interest rate till he renews it the requisite bank guarantee for the period of work / extended period of work. Extra Bank Guarantee / Fixed Deposit will have to be deposited by the contractual agency for enhancement of work correspondingly on account of enhanced work. The amount recovered from the contractor on this account i.e. for delay in renewal at his part of Bank Guarantee / Fixed Deposit is non refundable. DAO/SO is directly responsible for the above.

Contractor

Witness

Executive Engineer

EXPLANATORY NOTES

1. The above rates are for completed work including cost of all materials, labour, tools and plants and water etc. unless otherwise specified.
2. All other such items covered by the Haryana P.W.D. schedule of Rates 2021 corrected up to date and got carried out, if any, will be paid for as per Haryana P.W.D. schedule of rates, 2021 corrected up to date subject to the accepted tendered premium/abatement given by contractor.
3. All clauses and notes given in the Haryana P.W.D. schedule of rates 2021 with up to date correction slips shall be applicable to all above items where ever necessary.
4. The description, rates, units, etc of above schedule shall be corrected as per Haryana P.W.D. schedule of rates, 2021, in case of any error or omission.
5. Chapter numbers with items referred to above are of Haryana P.W.D. schedule of rates 2021 corrected up to date.
6. The whole work shall be carried out strictly in accordance with the Haryana P.W.D. specification book 1990 edition, as applicable with up to date correction slips and Haryana PWD Code is applicable for works.
7. No premium shall be payable on the items which are not provided in the Haryana P.W. D Schedule of rates, 2021 corrected up to date.
8. Samples of all building materials, doors and windows, fittings and other articles required for use on the work shall be got approved from the Engineer-in-charge. Articles manufactured by firms of repute, approved by the Engineer-in-charge, shall only be used. Only articles classified as "First Quality" by the manufacturers shall be used. Articles which are not 'First quality' shall be rejected by the Engineer-in-charge. Preference shall be given to those articles which bear ISI certificate work In case, articles bearing ISI certification Mark are not available, the quality of samples brought by the construction shall be judged by the standards laid down in the relevant ISI specifications.
9. All material and articles brought by the contractor to the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Engineer-in-charge.
10. The contractor shall provide such recesses, holes opening etc. as directed by Engineer-in-charge as required for the Electrical/sanitary work and nothing shall be payable on this account.
11. Thickness of RCC shall be measured and paid for as structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-charge shall not be measured for payment.
13. Wherever there is a provision for flush doors, only doors as bear the ISI certification marks and arranged from manufacturer of good repute shall be accepted. In case, flush doors

bearing ISI certification marks are not available in the market, flush doors conforming to ISI specifications and arranged from manufacturer of good repute shall only be accepted.

14. Steel butt hinges shall strictly conform to Indian standards specification 19-1341-1970 (latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications. Hinges shall be of good workmanship and manufactured by the firm of good repute.
15. Analysis of rates for non-schedule/items i.e items which are not provided in the Notice inviting tender/Haryana P.W.D. schedule of rates, 2021 corrected upto date shall be payable as per actual lowest materials rates from the recognized public market suitable to the executing Division and wages of labors as applicable at the time of execution of work, plus admissible contractor's profit and over head charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-charge, if deemed necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the Departmental Financial rules in existences at the time of approval i.e. Superintending Engineer / Chief Engineer in Hafed.
16. Tender with the condition regarding steel work to be done at labour rate shall be considered invalid and rejected straightway.
17. For quality control, the contractor shall be required to use cement concrete mix giving minimum cube strength as may be prescribed in the relevant structural drawings of work. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant ISI and other codes at the expense of the contractor. The rates provided in the HSR 2021 include the cost of such testing.
18. Irrespective of what is stated in para 9 (b) of the preface of Haryana PWD schedule of rates, 2021 no carriage of cement, steel and bricks of any other type of material shall be admissible irrespective of lead involved.
19. If, however, the contractor seek some assistance from the department in connection with arranging water/electric connection from the public utility service authorities for the purpose of Govt. work such assistance only to the extent of writing a letter from the Engineer-in-charge of the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

The department, may on application of the contractor, issue essentiality certificate for Diesel/petrol (if it becomes a controlled commodity) required for carriage of materials to be used on the work but the department will not undertake any responsibility for the arrangement of such materials, non availability of any such materials will not absolve the contractor of his contractual obligation.

20. **Compliance with Labour Regulations :** During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central

Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in-Charge/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer-in-Charge shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

Divisional Accountants

Divisional Head Draftsman

Executive Engineer(s)

Contractor

Witness

Annexure-A**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work Govt. of India/or any State or Govt. undertakings nor any contract awarded to us for such works have been **rescinded/terminated** on account of our default, during last five years prior to the date of this bid.

OR

The following works have been abandoned/rescinded on account of our default during the last five years prior to the date of this bid.

- a.
- b.
- c.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

(Title of Officer)

(Name of Firm)

DATE

Annexure-B

1. Work performed as contractor (works of a similar nature over the last seven years)**

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

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

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs. Cr)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted:

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

DNIT FOR ANNUAL MAINTENANCE CONTRACT FOR OPERATION & MAINTENANCE SERVICE OF AIR-CONDITIONING PLANT FOR 200 TONES CAPACITY INSTALLED IN HAFED CORPORATE OFFICE, SECTOR-5, PANCHKULA.

TENDER AMOUNT:-

Rs. 3,93,372/-

EARNEST MONEY:-

Rs. 7,867/-

TIME LIMIT:-

12 Months

Sr.no.	Description	Qty.	Unit	Rate to be quoted by the agency / tenderer
1	Annual maintenance contract for operation and maintenance service of air-conditioning plant for 200 tones capacity installed in Hafed Corporate office Sector-5, Panchkula and provision of 1 AC Operator on HKRN Rates, Panchkula Note: Bidders should not quote their rates less than Rs.3,93,372/-	1 No.	Each	

ANNUAL MAINTENANCE SCOPE OF WORK:

a) DETAILS OF EQUIPMENT:

BLUE STAR- YORK Reciprocating Chilling Units of 100TR capacity each-2 Nos. associated Chilled water pumps, Condenser water Pumps, Cooling Towers, Air handling units, Fan Coil units, heating unit etc.

b) INSTALLED AT:

HAFED CORPORATE OFFICE, SECTOR-5, PANCHKULA

c) SCHEDULE OF ANNUAL MAINTENANCE CONTRACT:

- i) The plant will be serviced as per requirement atleast two times in the contract period. One of these services will be rendered positively before the onset of summer to ensure trouble free working of the plant during the summer. The next service will be rendered in the quarter after the summer season. Break down calls will be attended to during the contract period.
- ii) The compressor will be checked for its proper functioning, and if any defective spares for the compressor will be replaced, and consumable like oil will also be supplied by Hafed whenever necessary.
- iii) Leak testing of the entire refrigeration system will be carried out once at the time of each service of the Plant.
- iv) Compressor motor as well as the respective starters will be checked for satisfactory functioning.

- v) Safety controls such as LP, HP and OP cut out will be tested for proper functioning and in case of any malfunctioning, they will be either repaired or replaced accordingly (material provided by Hafed). Checking of solenoid valve, thermostat and humidistat are also covered under this contract.
- vi) Pressure gauge in the gauge board of the packaged chiller / condensing unit will be checked for their correctness and re-calibrated or replaced, if necessary.
- vii) De-scaling of the condenser will be carried out once in a year and the material for like same shall be provided by Hafed.
- viii) Seasonal pump down and restart as and when required.
- ix) Any rewinding of motors, grinding and workshop jobs to be provided by Hafed.
- x) Cost of supply of spares/consumables/material as required as mentioned above will be borne by Hafed.
- xi) Air handling units / fan coil unit filters will be inspected and clean as per schedule.
- xii) Cleaning of cooling tower once in a season.

OPERATION CONTRACT:

1. SCOPE OF WORK:

- a) Operate the AC Plant in accordance with manufacturer's instructions.
 - b) Besides operation of the plant, tenderer should check and maintain.
 - i) To check and record the various parameters of the AC plant in the log book.
 - ii) To check adjust belt tension of AHU blowers, if necessary.
 - iii) To check and clean water strainer and ensure adequate water level.
 - iv) To check and tighten all mounting bolts.
 - v) To check and clean air filters, if required.
 - vi) To check all electrical controls.
 - vii) To check and lubricate all bearings.
 - viii) To pump down the system and restart the same.
 - ix) To check electrical circuits.
1. The above work shall be carried out periodically or as and when considered necessary for proper functioning of the plant.
 2. To operate the plant and maintain, tenderer should depute the necessary staff, with requisite experience.
 3. Consumable items such as oil, grease, waste cotton shall be provided by Hafed against indents.

DETAILS OF EQUIPMENTS:

BLUE STAR – YORK Reciprocating Chilling units of 100 TR capacity each – 2 Nos. associated Chilled Water Pumps, Condenser Water Pumps, Cooling Towers, Air handling units, Fan Coil Units, heating unit etc.

TERMS & CONDITIONS

1. The Contactor/ agency quoting the rate shall have minimum experience of two year of operation and maintenance of 200 tons reciprocating A.C. unit. The Contract agreement shall be valid for period of one year. The contract period can be increased and decreased as per requirement.

OPERATION TIMING

2. The staff engaged by the contract shall be available for operate the plant round the clock except of Sundays and Gazzeted Holidays and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Engineer-in-charge.
3. The contractor shall be responsible to
 - i. Provide immediate replacement of any staff, who is not available for duty at place of posting.
 - ii. Provide all the requirement tools to the operator deployed at site.
 - iii. In case of Emergency / Special condition, operator may be called any time.
 - iv. At least one operator shall be present during working hours in the office.
 - v. The operator must have ITI passing certificate **(Trade in Refrigeration / Air conditioning)**.

4. Penal provisions:-

- Any penalty imposed on the contractor as under shall not be recovered by him from his workers, in any case.
 - The time allowed for execution of the work as specified or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the work shall commence from such time period as mentioned in LOA or from the date of handing over of the site whichever is later, if the contractor commits default in commencing the execution of the work aforesaid, Hafed shall without prejudice to any other right to remedy available in law, be liberty to forfeit the earnest money absolutely. The agency shall be debarred for a period of two years from participating in such type of tenders.
 - Frequent failure to provide replacement by the contractor shall result in cancellation notice of contract to forfeiture of the earnest money.
 - The contract may be terminated in the event of occurrence of any of the following contingencies.
 - i. The contractor assigns the contract or any part of thereof to any other person for sub-letting the whole or a part of the contract.
 - ii. The contractor is not interested to complete/ continue the contract.
 - iii. If the department is not interested to continue the contract period at any cost after the expiry of notice period. It shall be the duty of the contractor to remove the entire person deployed by him on termination of the contract on any ground whatsoever and ensure that no person shall create any disruption whatsoever and ensure that no person shall create any disruption/ hindrance/ problem of any nature to Hafed.
 - iv. Non wearing of uniform will attract a penalty of @ Rs.10 per day.
 - v. Penalty imposed in any case of the above should not exceed to the 10% of the total contract value.
5. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various labour acts, contract labour (Regulation & Abolition) Act. 1970, EPF, ESI etc. with regard to the personnel engaged by him for Hafed works. It will be the responsibility of the contractor to provide certified details of manpower deployed by him on monthly basis in the Hafed and to the labour department in appropriate format by 7th of the succeeding month. The default shall attract a penalty at the rates of 2 (two) percent per month on the value of work done commencing from the month of award of work.
 6. The contractor shall be liable and responsible to provide all the benefits viz., provident fund, ESI, Bonus, Gratuity, leave etc. To the staff engaged by him together with submission of form-C-

under 'The payment of Bonus act, 1965.' as far as EPF and ESI are concerned it shall be the duty of the contractor to get EPF/ESI code number allotted by RPFC/ESI against which the EPF/ESI subscription deducted from the payment of the personnel engaged.

7. Any other benefit that accrue to the worker shall be paid by the contractor.
8. The firm shall provide identity card along with uniform etc. to the staff engaged and noting shall be paid to the firm.
9. The Hafed shall have the right to ask to withdraw any incompetent person deployed by the contractor and similarly contractor reserve right to withdraw the staff but with prior intimation to the officer incharge not below the rank of Executive Engineer.
10. The contractor shall deploy his personnel only after the approval of the concerned Engineer in charge Hafed.
11. The list of staff deployed shall be made available to the Engineer-in-charge and fresh list of staff shall be made available by the contractor after any change is made due to withdrawal of any incompetent person at the instance of the Hafed or of his own by the contractor.
12. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard by submitted to the Hafed within two months of deployment.
13. The contractor shall maintain an attendance register on which day to day attendance personnel shall be entered.
14. All liabilities arising out of accident or death of personnel while on duty, shall be borne by the contractor.
15. The contractor shall take reasonable precautions to prevent the Hafed from loss, destruction, waste or misuse in any form.
16. The staff engaged by the contractual agency shall not accept any gratitude or reward in any shape from any official of Hafed or visitors.
17. The personnel supplied have to be extremely courteous with very pleasant manner in dealing with the staff and should project an image of utmost discipline.
18. **Procedure for release of payment.**
 - a. The contractor shall pay wages to its workers latest by 7th of the respective month before submitting his claim for reimbursement as per the contract agreement.
 - b. The payment shall be made at the end of each quarter on satisfactory performance by the agency. The Contractor shall submit their bill for the payment with all supporting documents, which includes the verified attendance sheet, engineer visit reports and all the service reports of respective quarter. The contractor shall submit the required document related to deposited EPF/ESI against the personal engaged monthly or for relevant period of bill.
 - c. No advance payment shall be made to the firm. The contractor shall submit quarterly bills in triplicate in the first week to the Engineer-in-charge complete with all required documents on satisfactory performance by contractor.

- d. The contractual agency shall get bank account opened for each of the employee deputed for this operation & maintenance work shall ensure that the monthly wages on current HKRN rates Panchkula for the staff id deposited in their respective accounts not later than 7th of every month.
 - e. Security deposit @ 5% shall be deducted from the each bill which shall be released after expiry of contract period.
 - f. The payment will be released after deduction of any penalty that may be imposed by the competent authority as per contract agreement.
 - g. The income tax or any other statutory levy/ tax as applicable will be payable by the contractor and shall be deducted at source as per law.
19. That in the event of any loss occurred to the Hafed as a result of any lapse on the part of the contractor and that would be established after an enquiry conducted by the Hafed the said loss may be claimed from the contractor up to the value of the loss. The decision of Engineer Incharge not below the rank of Executive Engineer, Hafed will be final and binding on the contractor.
 20. Any liability arising out of any litigation (including those in consumer courts) due to any Act of contractor's personnel shall be directly borne by the contractor including all compensation/ damage/ expenses/ fines. The concerned contractor personnel shall attend the courts as and when required.
 21. "Letter of intent" means the letter issued by the Hafed to the contractor communicating the date from which the work/ services under the contract are to be commenced.
 22. If the contractor is partnership of two or more, person all such person shall be jointly and severally liable to the Hafed for the fulfillment of the term of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to assign on behalf of the partnership or as the case may be. The partnership shall not be altered without the approval of the Hafed.
 23. The Contract period shall be for one year from the date of the commencement.
 24. During the course of contract, if any of contractor's personal are found to be indulging in corrupt practices or causing any loss of revenue to the Hafed, it shall be entitled to terminate the contract forthwith duly forfeiting the contractor's security.
 25. If any money, as the result of any instructions from the labour authority or claim or application made under any if the labour laws, or regulation be directed to be paid by the Hafed, such money shall be deemed to be payable by the constructor to the Hafed within seven days. The Hafed shall be entitled to recover the amount from the contractor by deduction from money due to the contractor alongwith administrative/ department charges.
 26. The contractor shall indemnify and hold the Hafed protected/ safe from and against all claims, damages, losses and expenses arising out of, or resulting from the workers/ services under the contract provided by the contractor.

27. If any worker of the contractor indulges himself/ herself in any misconduct and causes loss to the Hafed, he/she should be shifted immediately by the contractor.
28. The contractor shall not hire personnel with dubious records i.e. without character verification.
29. The Hafed shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract.
30. If as result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered from the contractor.
31. The contractor shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Hafed.
32. Contractor should within 45 days from the date of completion of the contract period submit the certificate from EPF and ESI authorities that nothing is due from the contractor for the employee's deputed in the Hafed.
33. Report regarding annual inspection under section 7-A of EP act 1952 will be supplied by the service provider at the end of every year indicating that all due has been deposited by the service provider.
34. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
35. The Hafed will deduct income tax at source under section 194-c of income tax act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

J.E.(E)

SDE (P)

SDE (E)

XEN (HQ)

APPROVED BY

**SUPERINTENDING ENGINEER
HAFED, PANCHKULA.**