



HARYANA VIDYUT PRASARAN NIGAM LIMITED

Regd. Office: Shakti Bhawan, Sector- 6, Panchkula
Corporate Identity Number:U40101HR1997SGC033683
Website:www.hvsn.org.in Email:xentsynr@hvsn.org.in
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E-Tender Enquiry No. 19 /TSYNR/2020-21

Dated: 30.06.2020

E- Tenders are hereby invited by the undersigned on behalf of H.V.P.N.L. from Govt. Contractors, Co-Op L&C Societies, and Firms Etc. for carrying out of following work as per activities of HVPNL Labor Schedule in Haryana as per detail given below. The bidder must have experience of carrying similar type of work in the past documentary proof should be attached.

Brief Description of work	Estimated Cost (in Lacs)	Earnest Money (in Rs.)	Due date of submission of tender up to 13.00 hrs.	Due date of Opening of bid upto 15:00 hrs.	Cost of tender documents +E-Service charges (in Rs.)
Replacement of 7 no. old & obsolete design and problematic air pneumatic 220 kV Circuit breakers with new 220 kV breakers at 220 kV S/Stn. HVPNL, Jorian	14.13 (GST Extra)	Rs. 28260/- for Contractor/ Firm & Rs. 14130/- for L & C society	07.07.2020	08.07.2020	2360 (non-refundable)

For detailed NIT please visit website <https://etenders.hry.nic.in> or our website at <https://www.hvsn.org.in> or may contact Executive Engineer, TS Division HVPNL, Yamuna Nagar.

The cost of documents and e-service charges Rs.1180/- each are to be paid online through e-procurement portal <https://etenders.hry.nic.in>

Executive Engineer,
TS Division HVPNL,
Yamuna Nagar.



INSTRUCTIONS TO BIDDER ON e-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 processed online are required to get registered on the centralized e - Procurement Portal i.e. <https://etenders.hry.nic.in>. The bidders are also required to have/obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities for submission and processing of the bids. Please visit the website for more details.
2. Download of Tender Documents:
The bidders can view and download 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>.
3. Pre-requisites for online bidding:
In order to bid online on the portal <https://etenders.hry.nic.in>, the user machine must be updated with the latest Java. The link for downloading latest java applet and "DC setup" Utility is available on the Home page under the tab 'Download' of the e-tendering Portal.
4. Key Dates:
The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
- 5 Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee (Rs.1180/-), EMD fees and Submission of Bid Seal (Hash) of online Bids:
5.1 The online payment for Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking in to the EMD amount as mentioned below:-
Following payments are to be made by the bidder online through e-procurement portal:-
 - a) Tender document fee:- Rs. **1180/-** and e-service charges Rs. **1180/-** (Total Rs. **2360/-**).
 - (i) Earnest money deposit (EMD): earnest money deposit @2% of estimated cost i.e. Rs. **28260/-** for contractor & **Rs.14130/-** for L & C society.
 - (ii) The secure electronic payments gateway is an online interface between contractors and authorization networks.
 - (iii) The Interested bidder must submit the funds at least transaction + 1 day (t+1) in advance to the last date of respective tenders and make the payment via RTGS/NEFT/OTC to the beneficiary account no. as mentioned in the Challan.
- 5.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, validity and all other terms and conditions except the rates (price bid). **The bidder ensure that uploaded documents must be properly numbered and indexed.**
The bidders shall quote the prices in price bid format in a specified template.
- 5.3 Submission of bids will be preceded by submission of the digitally signed & sealed bid (Hash) as stated in the time schedule (Key Dates) of the Tender.

NOTE:-

1. If bidder fails to complete the Online Bid Preparation & Submission stage by the stipulated date and time, his/her bid will be not be considered.
2. 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>.
3. 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 'System Requirement' to download the file. Help manual is available on 'Home Page' of the <https://etenders.hry.nic.in>.

Rates to be quoted by the bidders

Name of firm
The premium quoted by the bidder in lumpsum, GST will be paid extra as applicable. Premium quoted should be exclusive of GST.

Executive Engineer,
TS Division HVPNL,
Yamuna Nagar.



SCHEDULE- 'B'

GENERAL INSTRUCTIONS TO TENDERERS FOR ONLINE TENDERING

(Referred to in Regulation 7.1)

The following instructions must be carefully observed by all tenderers. Offer/Tenders not strictly in accordance with instructions will be liable to rejection.

1. The Tender must be on the prescribed tender form and complete in all respects.
2. The bidders shall upload their technical offer containing documents, qualifying requirements, and all other terms and conditions except the rates (price bid) in Technical template. The bidders shall quote the prices in price bid format in a commercial template.
3. The bidders are strictly advised to follow date and time as indicated in the online Notice Inviting Tenders (NIT). 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 (NIT).
4. The tenders will be opened electronically on the e-procurement portal using DSCs on the date and time prescribed in the notice inviting tenders. In case the date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on next working day following the holiday at the same time.
5. All Tenders/Offer will be regarded as constituting as offer or offers open to acceptance in whole or in part until the last date of validity as prescribed in the Notice Inviting Tenders or as indicated by the tenderer in the tender/offer, whichever be later.
6. The price must be quoted in Indian Rupees and any mistake in calculating the rupee price will not justify the claim for increase in prices.
7. Tenderer should specifically mention the period of validity of tender/offer. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender Document.
8. The online payment for tender documents, E-services fee & Earnest Money Deposit (EMD) can be done using the secure electronic payment gateway looking into the EMD amount as mentioned below:-
Following payments are to be made by the bidder online through e-procurement portal.
 - a) Tender document fee of Rs. 1180/- and e-service charges of Rs.1180/- (Total Rs 2360/-).
 - b) Earnest Money Deposit (EMD)= Rs. 28260/- for contractor & Rs.14130/- for L & C society.
9. The Bank Charges, if any, will be to the account of the tenderer.
10. No claims shall be against the Nigam either in respect to interest if any due on the Security Deposit/Earnest Money or its depreciation in value.
11. HVPNL reserves the right to reject to any or all tenders received without assigning any reasons.
12. The validity of the quotation should not be less than the period as specified in Notice Inviting Tender/Tender documents.
13. The tenders/quotations should be addressed to the Executive Engineer, TS Division HVPNL, Yamuna Nagar, where these shall be opened online on the prescribed date and time indicated in the NIT.
14. Only such a tender shall be considered "Valid tender where the tenderer has in accordance with the above regulations remitted the requisite amount of earnest money.
15. Tenders not submitted on prescribed form will be liable to be rejected.
16. The post tender offers or communications received from the suppliers/contractors etc. which affect the quoted and equivalent rates there by changing the merit position of the tenders shall not be entertained.
17. The time delivered for carrying out work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date next day of issue of detailed allotment, letter L.O.I whichever is earlier on which the order to commence given to the contractor.

Executive Engineer,
TS Division, HVPNL
Yamuna Nagar.



TERMS AND CONDITIONS

A. Qualifying Requirement

1. The bidder should have done similar nature of work of replacement of 220 kV breakers. The capability/experience certificate of executing the similar nature of work shall be submitted by the contractor online. The experience certificate should be issued from the concerned XEN or equivalent rank. Contractor will have to show the original certificate on demand.
2. The bidder shall have valid labor license issued by labor department of Govt. of Haryana.
3. The bidder shall have valid License to carryout work on EHT line issued by CEI of Govt. of Haryana
4. The bidder shall have GST number.

B. Validity

All the quotations shall be valid for 90 days from the date of opening. The validity period is not negotiable.

C. Rates

- 1) The rates quoted by the bidder shall be lum-sum (rates as per schedule of HVPNL + premium, if any)
- 2) The breakup of premium, if any shall be given separately if any statutory liability/ instructions of state or Central Govt. are included there in.
- 3) The bidder shall quote the rates in figure and in words.
- 4) The successful bidder shall abide by all the statutory liabilities under Minimum Wages Act, Work Man Compensation Act, Central Labor Regulation and any other law.

D. Completion Schedule

The work shall be completed within 60days after receipt of material, casting of foundation of breakers & availability of shutdown.

E. Quantity variation

The empowered officer of the HVPNL reserves the right to increase/ decrease up to 10 % of the scope of work.

F. Time extension

The time extension will be provided in the event of force measures or the reasons not attributable to the contractor. The tender approving authority will be empowered officer to approve the time extension.

G. Arbitration

All disputes and differences arising out of or any way concerning the contract what so ever shall be referred to the Sole Arbitrator nominated by Nigam.

H. Termination of contract

The contract can be terminated without notice in the event of violation of any of the terms and conditions of the contract.

I. Term of payments

The successful bidders shall submit the bills for the work done in duplicate in first week of month to the concerned SDO / SSE in charge. Payment shall be made within a period of 15 days from the submission of bills.

J. Penalty

The penalty shall be levied @ 0.5% per week maximum upto 10% of the delayed portion of the work.



K. Cancellation

1. HVPNL reserves the right to cancel any or all tenders/withdraw the invitation of bids without assigning any reasons and shall bear no liability what so ever consequent upon such decision.
2. Any bidder whose bid is not found as per the NIT requirements will be liable for rejection without assigning any reason.
3. GST no. should be provide along with the bid document, failing which the bid will be considered/rejected.

General Conditions

1. The Bidder shall bear all costs & expenses associated with preparation & submission of its bid and HVPNL will in no case be responsible or liable for these costs, regardless of the outcome of the bidding process.
2. The material will be used as per standard / Technical specification of HVPNL and the quality of the same will be inspected & ensured to be correct by the SDO incharge.
3. SDO Const. will certify the consumption and quality of material used as per the approved drawing of HVPNL.
4. GST no. should be provide along with the bid document, failing which the bid will not be considered/rejected.
5. The work shall be executed strictly in accordance with the standard / technical specification of HVPNL, labor schedule of HVPNL and in case of dispute on any point, the decision of the Executive Engineer (Engineer-in-charge) shall be final and legally binding on the contractor.
6. The contractor shall be responsible for any loss/damage of the material after they are issued from the departmental stores and direct charged to work.
7. The Nigam reserve option to take away any items of the work or part there of any time during the currency of the contract and reallocate to another agency with due notice to the contractor without liability or compensation.
8. It is presumed that contractor has made himself thoroughly conversant with drawings, specifications and site conditions before tendering for the work and no claim whatsoever shall be entertained on this account.
9. All work executed shall be paid, for according to measurements taken by and under the order of the officer in charge of the work are not according to the quantity given in any estimate.
10. The income tax, or any other liability as per Govt. Instructions issued time to time will be deducted from the bills of contractor as applicable.
11. If the contractor failed to commence the work within 60 Days after receipt of material due to any his fault his earnest money will be forfeited and no claim whatsoever will be entertained besides imposing other condition of risk purchase covered under NIT.
12. The copies of all the documents shall be submitted by the bidder online.
13. The conditional tenders are not acceptable.
14. Any bidder who imposes any condition after the opening of the tender may mark his tender invalid and may also be liable for the forfeiture of earnest money.
15. The contractor will be abide to fulfill all the statutory liabilities, labor laws and any other instructions of Govt. issued time to time.

Executive Engineer,
TS Division, HVPNL
Yamuna Nagar.



Scope of work

Sr. no.	Description	Qty.
1	Erection of 220 kV SF-6 breaker	7 No.
2	Dismantlement of 220 kV SF-6 Breaker	7 No.
3	Laying of armored control cable	3 KM

Executive Engineer,
TS Division, HVPNL
Yamuna Nagar.



Stereo B & R No. 28
Name of Contractor

HARYANA VIDYUT PRASARAN NIGAM LTD.
(Form -1-1)
PERCENTAGE RATE TENDER
AND
CONTRACT FOR WORKS
GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted on a Nigam hung up in the office and signed by the Executive Engineer.
The form will state the work to be carried out, as well as the date for submitting 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 the security to be deposited by the successful tender and the percentage, if any to be deducted from bills. Copies of the Specification, designs and drawings, Hr. P.W.D. Schedule of Rates 1988 and any other documents required in connection with the work, signed for the purpose of identification by the Executive Engineer shall also be opened for inspection by the contractors at the office of the Executive Engineer during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
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 the Hr. P.W.D. Schedule of Rates 1988 shall be named. Tender which purposes 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 condition 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. Tender will have the name and number of the work to which they refer written outside the envelope.
4. The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractor or their authorized Agents who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
5. The Executive Engineer shall have the right of rejecting all or any of the tenders.
6. The department may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners, or some other person produce written authority enabling him to give effectual receipt on behalf of the firm.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of such payment to the Executive Engineer and the contractor shall be responsible for seeing that the procures receipts signed by the Executive Engineer.
8. The contractors go through documents thoroughly in any flow is noted, the same could be pointed out at the time of submission of tender. No benefit whatsoever shall be allowed on the account at later stage.

Contractor

Witness

Executive Engineer,
TS Division, HVPNL
Yamuna Nagar.



TENDER FOR WORKS

I/We hereby tender for the execution for the H.V.P.N. hereinafter referred to as Nigam of the work specified in the underwritten memorandum within the same specified in such memorandum at.....

In figures as well as in words.

Percent below/above the rates entered in the estimate/Hr. P.W.D. Schedule of rate 1988 mentioned in Rule-I and in accordance in all respects with the specifications, drawing and instructions in writing referred to in Rule-I hereof and in Clause II of the annexed condition and with such material as are provided for and by in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM:-

(a) General Description:- **Replacement of 7 no. old & obsolete design and problematic air pneumatic 220 kV Circuit breakers with new 220 kV breakers at 220 kV S/Stn. HVPNL, Jorian.**

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

(b) Estimated Cost **Rs. 14.13 Lacs**

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

(c) Earnest money **Rs. 28260/-**

(c) This percentage where the security deposit is taken will vary from 5 percent to 10 percent the requirements of the case Where security deposits taken. See not to Clause I of conditions of contract.

(d) Percentage, if any to be deducted from bills Rs. 10% (Rupees Ten Percent).

(e) Time allowed for the work from date of written order to commence **three months** shall this tender I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed here so far as applicable or in default thereof to forfeit and pay to the Nigam or its successors in office the sums of Money mentioned in the said conditions.

Give particulars and number.

The sum of Rs. deposited vide H.V.P.N. receipt Number.....dated.....as earnest money the full value of which is to be absolutely forfeited to the Nigam or its successors n office, without prejudice to any other rights or remedies of the said Nigam.

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

or its successors in office, should I/We fail to commence the work specified in the memorandum otherwise the said of Rs..... shall be retained by the Nigam on account of the security deposit specified in Clause I (B) of the said conditions of contract.

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

Dated the days of 2020

Witness
Address

Signature of contractor before submission of tender.

The above tender is hereby accepted by me on behalf of HVPN.

Dated the days of 2020

Signature of witness to contractor's Signature.

Contractor Witness XEN

Signature of the officer by whom accepted.



CONDITIONS OF CONTRACT

Security deposit

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

Compensation of delay.

Action when whole of security deposit is forfeited.

Clause 1 - The person/persons whose tender is accepted (hereinafter called the contractor) shall permit Nigam at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to 10 percent of all moneys so payable. Such deductions to be held by Nigam by way of security deposit. All compensation and other sums of money payable by the contractor to Nigam under the terms of his contract may be deducted from the security deposit or from any sums which may be due or may become due to the contractor by Nigam 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 Nigam securities endorsed as aforesaid any sums which may have been deducted from or raised by sale of his security or any part thereof.

Clause 2- The time delivered for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date next day after 15 days of issue of telegraphic communication or detail allotment letter whichever is earlier on which the order to commence work was given to the contractor. The work shall throughout the stipulated period of 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 half percent which the Executive Engineer in charge may levy on the amount of the estimated cost of the whole work as shown by the tender for every week that the work remains unfinished, after the proper schedule completion date, provided always the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The CE/SE/XEN any on representation from the contractor, reduce the amount of compensation and his decision in writing shall be binding.

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 one sum or deducted by installment) the Executive Engineer on behalf of the Board shall have power to adopt any of the following courses, as he may deem best suited to the interests of the Nigam and the contractor/firm will be blacklisted from participating in tender process for the period of 3 years.

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

(b) To employ labour paid by the Nigam and to supply material to carry out work, or any part of the work debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price a certificate 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 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 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 would have been paid to the original contractor of the whole work has been executed by him (of the amount of which excess the certificate in writing of the

Contractor

Witness

XEN



Executive Engineer shall be final and conclusive shall be same and paid by the original contractor and may be deducted from any money due to him by Nigam under the contract or otherwise of from his security deposit of the proceeds of sale thereof sufficient part thereof.

In the event of the above course being adopted by the Executive Engineer the contractor shall on claim to compensation for the loss sustained by reason of his having purchased or procured material or entered into any engagement or made any advance on account of or with a view to the execution of the work of the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof for 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 valued so certified.

Clause 4 - In any case in which any of the person conferred upon the Executive Engineer by clause 3 hereof shall have become exercise able and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions here to such powers shall not withstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses 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.

Contractor remains liable to pay compensation if section not taken under Clause-3

In the event of the Executive Engineer putting in force either of the powers (a) or (c) vested in him under the proceeding clause he may, desires, take possession of all or any tool, materials and stores or upon the works, or the site thereof or belong to the contractor or procured by him and intended to be used for the execution of the work or 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 rectified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may notice in written to the contractor or his clerk of the work, foreman or other authorized agent require him to remove such tools, plant materials 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 such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor if any at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such shall be final and conclusive against the contractor.

Power to take possession of or required removal of the self contractor's plant.

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

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

Clause 5A - The contractor shall deliver in the office of the Executive Engineer on or before the 10th day 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 enforce in the Haryana State for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising which at 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

Clause-6- Without prejudice to the rights of Nigam 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 certificate shall be given nor shall the work be considered to complete, until the contractor shall have removed from the premises on which work shall be executed all scaffolding surplus and rubbishing and cleaner of the dirt from all woodwork.

Contractor

Witness

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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 expenses of the contractor remove such scaffolding surplus materials and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forth with pay the amount or all expense, so incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except any sum actually realized by the sale thereof.

Payment on intermediates certificate to be regarded as advances.

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

Bill to be submitted monthly.

Clause 8- A bill shall be submitted by the contractor each month on or before that date fixed by the Engineer in charge for all work executed in the previous month and the Engineer incharge shall take or cause to be taken requisite measurements 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 presentation of the bill, if 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.

Bill to be printed forms.

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

Works to be executed in accordance with specification, drawings orders etc.

Clause 10- If the specification of estimate of the work provides for the use of any special description of materials to be supplied from the Engineer in charge's store or if it is required that the contractor shall use certain stores to be provided by Engineer in charge (such materials and stores, and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning or effect this control specified in the schedule or memorandum here to annexed) the contractor shall supplied with such materials and stores required from time to time be used by him for the purpose of contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, against or from the security deposit. materials supplied to the contractor shall All remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer in charge and shall at all time be open to inspection by him. Any such material unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the Engineer in charge's store if by a notice in writing under his hand he shall so require, but the contractor shall not entitled

Contractor

Witness

XEN



to return any such materials unless with consent and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for wastage in or damage to any such materials.

Clause 11- The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the designs, drawings, and instructions in writing pertaining to the work signed by the Engineer in charge and lodged in the office and to which contractor shall be entitled to have access at 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.

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

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

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

Clause 12- The Engineer in charge shall have power to make any alteration in or omissions from, additions, to or substitution for the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with instructions additions or substitution, shall not invalidate the contract and any altered additions 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 the tender for the main work at the same rates same conditions in all respects on which agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered additional for the substituted 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 rate entered in the schedule of rates subject to the same percentage above or below as included in the contract and if such class of work is not entered in the schedule of rates then the contractor shall within seven days of the date of his receipt 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 does not agree to this rate he shall by notice in writing , be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out of expenditure incurred by him prior to the date of determination of the rate aforesaid according to such rates as shall be fixed by the Engineer in charge. In the event of a dispute the decision of the Superintending Engineer of the Circle shall be final.

Clause 13 - If at any time after the commencement of the work the Nigam shall for any reason whatsoever no require the whole work 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 nay alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.

Removal of employed workman and foreman.

Alteration in specification & designs.

Extension of time in alterations.
Consequence of alterations

Rates, for works not in estimate or schedule of rates of the district.

No compensation for alteration in or restriction works to carried out.

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Action and compensation payable in case of bad work.

Clause 14- If it shall appear to the Engineer in charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillfull workmanship, or with material of any inferior descriptions or that any material of articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer incharge 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 in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge cost, and in the even 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 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 execute the work or remove and replace with others, materials or articles complained of as the case may be, at the risk and expense with other in all respects of the contract.

Works to be open to inspection.

Clause 15-All work undertaken in course of execution or executed in pursuance of the contract shall at all time be open to the inspection and supervision of the Engineer in charge and his subordinate 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 instruction or have a responsible agent duly accepted in writing present for that purpose. Order given to the contractor himself.

Contractor or responsible Agent to be present.

Clause 16-The contractor shall give not less than five days notice in writing to the Engineer in charge or his subordinate in charge of the work before covering in 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 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 and work in any work shall be covered up or placed beyond the reach of measurement such notice been or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof on payment or allowance shall be made for such work of the materials with which the same was executed.

Notice to be given before work is covered up.

Contractor liable for damage done and for imperfections for 3 months after certificate.

Clause 17-If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building. If they may be working or any building road, fence, enclosure, or glass land, cultivated ground contiguous to the premises on which work or progress from any cause whatever or any imperfection become apparent in it within three months after a certificate original or other of its completion shall have been given by the Engineer in charge as aforesaid, the contractor shall make the same good at his own expense or in default the Engineer in charge may cause the same to be made good by other workman and deduct the expense of which the certificate of the Engineer in charge shall be final from any sums that may be then, or at any time thereafter may become due to the contractor or from his security deposit.

Clause 18- The contractor shall supply at his own cost all materials except such special materials, if any in accordance with the contract be supplied from the Engineer in charge stores, plants, tools appliances, implements, ladder, cordage, tackle scaffolding and temporary works requisite of 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 contractor or referred to these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer in charge as to any matter to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out work and counting weighing and assisting to 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 expenses may be deducted from any money due to the contractor under the contract or from his security deposit. The contract in any.

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for shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or order proceedings of 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 such suit action or proceedings to any such persons or which may, with the consent of the contractor, be paid to compromise any claim by any such person.

Clause 19- No female labour shall be employed with the limits of a cantonment

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

Clause 19B- The contractor shall pay his Labourer not less than the wages paid for similar work in the neighbourhood.

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

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

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

Clause 21-The contractor shall not assign or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceeding or make any composition with creditors or attempts so to do if any bribe gratuity, gift, loan prerequisite, 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 public officer or person in the employment of the Nigam in any way relating to his office or employment or if any such officer person shall become in any way directly or indirectly interested in the contract, the Executive Engineer 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 the Nigam and the same consequences shall ensue at the contract had been rescinded under clause 3 hereof in addition the contractor shall not be entitled to recover or be for any work hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

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

Clause 22A- Any excess payment made to the contractor inadvertently or otherwise under this contract on any account whatever and any other sum found to be due to the Nigam by the contractor in respect of his contract or any other contract or work order or on an account whether may be deducted from any sum whatsoever payable by the Nigam to the contractor either in respect of this contract or any work order or contract or on any other account by any other department of the Nigam.

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

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

Clause 25-No claim for payment of an extraordinary nature, such as claims for a bonus for extra labour employed in completing the work before the expiry of the contractual period at the request of the Engineer in charge or claims for compensation where work.

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

Female labour

Works on Sunday

Contractor liable for payment of compensation to injured workman or in case of death to his relation.

Work not to be sublet.

Contractor may be recinded and security deposit forfeited for subletting bribing or if contractor becomes insolvent.

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

Deduction of amount due to Governments on any account whatsoever to be or admissible form sums payable to the contractor.

Change in constitution of firm.

Works to be under direction of superintending Engineer.

Claims for payment of an extraordinary nature to be referred to Nigam for decision.

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has been brought to a standstill through no fault of the contractor shall be allowed unless and the extent that the same shall have been expressly sanctioned by the Nigam under signature of one of its secretaries.

- Arbitration clause
- Clause 25A- If any question, dispute, difference or objection whatsoever arises in any way connected with or arising out of this instrument or meaning or operation of any part thereof or the rights, duties or liabilities or either partly, including the termination of the contract by either party and correctness thereof, at any state whatsoever, it shall be referred to the arbitration of the M.D./ Chief Engineer of Nigam or his normal not below the rank of Superintending Engineer subject to the following conditions :-
- (i) That, in the first instance, before referring the matter to arbitration, it shall be referred by the contractor for being settled by the Engineer in charge shall convey his decision or that of the competent authority in written to the contractor within a period of 90 days from such a request in writing by the contractor. The decision given by the Engineer in charge in writing for reference or such a claim or dispute to arbitration within a period of 60 days of his receipt of decision of the Engineer-in-charge of the Competent Authority in writing. In case the contractor fails to make such a written request with in the stipulated period, the decision so conveyed to him by the Engineer in charge will be final and will not be subject matter of arbitration at all. In case the Engineer in charge fails to convey his decision or that of the Competent Authority in writing within a period of ninety days as referred to above, the contractor may make a request to the MD/CE within 60 days of the expiry of the said 90 days to refer the matter to arbitration and the same shall be referred to arbitration in the manner provided hereinafter. The work under the contract shall not be stopped and shall continue during the arbitration proceedings.
 - (ii) That reference of dispute or difference referred to above for arbitration to an officer not below the rank of a Superintending Engineer, Nigam, shall be by designation. It will not be a valid objection to any such reference to the arbitration that the Arbitrator so appointed is a servant of Nigam or he had to deal with the matters to which the contract relates or that the said Arbitrator has expressed his views on all or any of the matter in dispute.
 - (iii) That in case the Arbitrator appointed initially is transferred or dies, his successor in office shall be deemed to be an Arbitrator as if he had been appointed initially by the MD/Chief Engineer of Nigam in case the arbitrator is unable or unwilling to act as an Arbitrator for any reason whatsoever, the M.D. shall be competent to appoint or nominate any other officer not below the rank of a Superintending Engineer as the arbitrator and the Arbitrator appointed shall be competent to proceed with the reference as if he had been appointed as the Arbitrator initially.
 - (iv) That no person other than one appointed by the MD/Chief Engineer shall act as an Arbitrator and if for any reason, it is not possible to appoint such an Arbitrator the matter shall not be preferable to arbitration and the parties shall be at liberty to avail of civil remedy.
 - (v) That arbitrator shall give a reasoned and speaking award in case the total amount allowed to either party against the other in the award exceeds Rs. 25,000/-. In case the award is below a total sum of Rs. 25,000/- it shall be upto the arbitrator to give a reasoned award or not. The arbitrator shall give his award against each claim separately made by either party, whether originally or as a counter claim.
 - (vi) That the arbitrator shall or the claims and counter claims put forward by both the parties notwithstanding that any particular party got the arbitrator appointed. This shall be subject to the provisions of this arbitration clause as a whole.
 - (vii) In case the party invoking the arbitration is the contractor, the reference for arbitration shall be maintainable only after the contractor furnishes to the satisfaction of Engineer-in-charge a cash security deposit @3% of the total amount claimed by him. The sum so deposited by the contractor shall, on the termination of the arbitration proceedings, be adjusted against the cost of and any amount awarded against the contractor. The remaining amount shall be refunded to the contractor within one month form the date of the award.

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viii) That the stamp fee due on the award shall be payable by the party discretion of the arbitrator and in the event of such party failing to pay the stamp fee, it shall be recoverable from any sum due to such party under this contract or any other contract.

(ix) The venue of the arbitration shall be such place or places as may be fixed by the arbitrator from time to time at his sole discretion.

(x) Neither party shall be entitled to bring a claim for arbitration if no move in writing for that purpose to the MD/Chief Engineer has been made within 6 months.

(a) Of the date of completion of work as certified by the Engineer-in-charge or

(b) Of the date of abandonment of the work or

(c) Of its non-commencement within 6 months from the date of abandonment or written order by the Engineer-in-charge, or his representative to commence the work as applicable, or

(d) Of the completion of the work through any alternative agency or means after withdrawal of work from the contractor as a whole or in part and or tis recession, or

(e) Of receiving any intimation from the Engineer-in-charge that final payment due or recovery from the contractor has been determined.

Whichever of (a) to (e) above is the latest in the matter of time.

If the matter is not referred to arbitration within the period prescribed above all the rights and claims of the parties against each under the contract shall be deemed to have been forfeited or satisfied and barred by limitation.

(xi) That the pendency of arbitration proceeding shall not dis-entitle the Nigam or the Competent Authority to determine the contract and make alternative arrangements ofr completion of work. This shall be subject to the liabilities of the parties toward watch other under this contract.

(xii) The arbitrator shall be deemed to have entered the preference on the day fixed by the publishing the award by the arbitrator may be extended from time to time with the mutual written consent of the party.

(xiii) Subject to the stipulation made in this clause the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act, 1940.

Note :-

Competent Authority mean Nigam whole time Directors
_____/Engineer-in-charge according to
financial implication involved and the competency under delegation of powers
Engineer-in-charge means the Executive Engineer under whom the work is executed.

Purchase Committee of Chief.

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

Stores of European of American manufacture to be obtained from Nigam.

Clause 26A-No alteration in contract rates shall be admissible in consequence fluctuation in railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract, e.g. fluctuations of railway freight on coal required for burning bricks will not be taken into consideration or for an article which forms part of a finished work, for purpose of this clause. Similarly, no alteration in rates will be allowed when a manufactured article is transported by rail from place A to B from part of a finished work.

Fluctuation Railway freight.

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Lump sum in estimate Clause 27-When the estimate on which a tender is made includes lump sums in respect of parts of the contractor shall be entitled to payment in respect of the items of work involved or part of the work in question at the same rates as payable under this contract for such items, or if the work in question as 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 provision of this clause.

Action where no specification Clause 28-In the case of any class of work for which there is no such specification as is mentioned in Rule, I 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 in charge.

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

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

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

Clause 32- The schedule showing material to be issued by: Nigam Additional conditions, Haryana Public Works Department contractor's labour regulations, fair wage clause and rule for the protection of Health & sanitary arrangements for works employed by Hr. P.W.D. or its contractors, shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Contractor

Witness

Executive Engineer
TS Division HVPNL
Yamuna Nagar.