

**HARYANA VIDYUT PRASARAN NIGAM LIMITED**

**NOTICE INVITING TENDER**

<b>E-Tender Enquiry No. – 05/CWR/2020-21</b>		<b>Dated:01.09.2020</b>
<b>HARYANA VIDYUT PRASARAN NIGAM LIMITED Shakti Bhawan , Panchkula. CIN: U40101HR1997SGC033683</b>		
Online tenders are invited for Online Tender is invited for the <b>Const. of 33 KV Capacitor bank and ODSG foundation at 220 KV S/Stn. Nuna Majra (B.Garh) (civil works only)</b>		
Estimated Cost(without GST) (In Lac.)/ Earnest Money (without GST)	<b>Rs. 3.36593 / Rs. 6740/-</b> for General and Rs. 3370/- for registered L&C Society	
Last date of online bid submission	<b>17.09.2020</b> up to 13:00 hrs.	
Detail NIT & Tender Document is available at web site <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a>		
Name of office: Executive Engineer, Civil Works Division, HVPNL, Rohtak		

**Executive Engineer/Civil,**  
Civil Works Division,  
HVPNL, Rohtak

**HARYANA VIDYUT PRASARAN NIGAM LTD.**  
**(Regd. Office Shakti Bhawan Sector-6 Panchkula)**  
**(Tender Document)**

**Name of Work:- Const. of 33 KV Capacitor bank and ODSG foundation at 220 KV S/Stn.  
Nuna Majra (B.Garh) (civil works only)**

**E-Tender Enquiry No. – 05/CWR/2020-21**

**Dated: 01.09.2020**

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**HARYANA VIDYUT PRASARAN NIGAM. LTD.**

**E-Tender Enquiry No. – 05/CWR/2020-21**

**Dated:01.09.2020**

E. tenders are hereby invited on behalf of HVPNL for the following works from approved Govt. Contractors, Co-Op. Societies registered with PWD, CPWD, MES or Govt / Public undertaking of appropriate class on single percentage rate basis above/below HSR-1988 and reverse calculation method approved by HVPNL with all correction slips up to date of opening tender for schedule items & on single percentage basis above / below estimated rates for non-schedule items. If it happens to be holiday on the date of opening of tender then the tender will be opened on next working day.

**Due date for submission of E-tender: - 17.09.2020 up to 13:00 hrs.**

**Due Date for opening of E-tender (Technical Bid):- 17.09.2020 at 15:00 hrs.**

**The Date of opening of financial bid shall be fixed at the time of opening of Technical Bid.**

Sr. No	Location	Type	Name of work	Estimated Cost (excluding GST) in Lacs	Earnest Money (Except in case of Haryana based MSMEs and KVI units). (Excluding GST in Rs.)	Completion Period	Cost of Tender documents (Except in case of Haryana based MSMEs and KVI units). (Including GST in Rs.)	E-Service Charges i/c GST as (in Rs.)
1.	Field Office	Civil Works	Const. of 33 KV Capacitor bank and ODSG foundation at 220 KV S/Stn. Nuna Majra (B.Garh) (civil works only)	3.36593 Lacs	6740/- for General and Rs. 3370/- for registered L&C Society	01 Months	T/document Fees=Rs.1000/- GST=Rs.180/- Total=1180/- (Non-refundable)	E Service Charges=Rs.1000 /- GST=Rs.180/- Total=1180/- (Non-refundable)

**TERMS & CONDITIONS:**

- Bidding documents can be downloaded online from the Portal <https://etenders.hry.nic.in> by the contractors registered on portal.
- As the bids to be submitted online, are required to be encrypted and digitally signed. For obtaining Digital Certificate, bidders may contact the representative of NIC Tenders, the Service providers of National Informatics Center.
- The tender document fees** are to be paid online through e-procurement portal <https://etenders.hry.nic.in>. & the tender documents are available on the website [www.hvsn.org.in](http://www.hvsn.org.in) and <https://etenders.hry.nic.in>.
- Earnest money Deposit ( EMD )** are to be paid online through e-procurement portal <https://etenders.hry.nic.in>. The EMD will be refunded only to unsuccessful bidders after completion of tender process.
- The E-Service charges Fees** are to be paid online through e-procurement portal <https://etenders.hry.nic.in>.
- The Tender shall be submitted by the tenderer in the following formats:-  
(i) EMD/E-Services fees/tender document fees - Online  
(ii) Technical Bid - Online  
(iii) Price Bid - Online
- 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 a decision.
- Any bidder whose bid is not found as per the NIT requirements will be liable for rejection without assigning any reason.
- Valid enlistment, PAN No., GST No and capability/experience certificate of executing similar work in any Govt. / Semi Govt. Department 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.
- The conditional tenders are not acceptable.
- 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.
- The Bidders are required to upload the enlistment and other necessary documents copy online at Bid Preparation Stage on the Portal: <https://etenders.hry.nic.in>.
- The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of online submission of EMD. If any bidder withdraws his bid or makes any modifications in the terms and conditions of the bid before the said period, the EMD shall stand forfeited. The tender shall be valid for 90 days from the date of opening.
- The bidder will have to pay GST on E-Service Charges as well as Tender documents fees as per rules and regulations.

**Executive Engineer,**  
Civil Works Division  
HVPNL, Rohtak

**HARYANA VIDYUT PRASARAN NIGAM LTD.**  
**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. The following are to be made by the bidder through NIC portal:-
  1. **Tender document fees** of Rs. 1180/- (including GST) are to be paid online through e-procurement portal <https://etenders.hry.nic.in>.
  2. **E-Service Charges** of Rs. 1180/- are to be paid online through e-procurement portal <https://etenders.hry.nic.in>.
  3. **Earnest money deposited** (EMD) are to be paid online through e-procurement portal <https://etenders.hry.nic.in>. **Earnest money deposit (EMD) @ 2% of estimated cost i.e. Rs. 6740/- ( without GST)**
- 5.2 The bidders shall upload their **technical offer** containing documents, qualifying criteria, technical specifications, schedule of deliveries, validity and all other terms and conditions along with the price bid in prescribed format. **The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values.** The bidder ensure that uploaded documents must be properly numbered and indexed.
- 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>.

Executive Engineer,  
Civil Works Division,  
HVPNL, Rohtak

**GENERAL INSTRUCTIONS TO TENDERERS****(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 following are to be made by the bidder through NIC portal:-
  1. **Tender document fees** of Rs. 1180/- (including GST) are to be paid online through e-procurement portal <https://etenders.hry.nic.in>.
  2. **E-Service Charges** of Rs. 1180/- are to be paid online through e-procurement portal <https://etenders.hry.nic.in>.
  3. **Earnest money deposited (EMD)** are to be paid online through e-procurement portal <https://etenders.hry.nic.in>. **Earnest money deposit (EMD) @ 2% of estimated cost i.e. Rs. 6740/- ( without GST)**
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, Civil Works Division, HVPNL, Rohtak**, where these shall be opened online on the prescribed date and time indicated in the NIT.
14. Only such tender shall be considered Valid 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 after 15 days of L.O.I or issue of detailed allotment letter, whichever is earlier on which the order to commence given to the contractor.

Executive Engineer,  
Civil Works Division,  
HVPNL, Rohtak.

# Haryana Vidyut Prasaran Nigam

(Regd. Office Shakti- Bhawan Sector-6 Panchkula)

O/o Executive Engineer Civil Works Division  
HVPNL Panchkula.

(Form F-I)

Percentage Rate Tender

And

Contract for Works

Received a sum of Rs.....

Challan No.....dt.....

On A/c of cost of tender documents

Head Clerk C/W Divn,  
HVPNL Rohtak

Received a sum of Rs.....

Vide Challan No.....dt.....

Head Clerk C/W Divn,  
HVPNL Rohtak

Executive Engineer

**Haryana Vidyut Prasaran Nigam**  
(Regd. Office Shakti Bhawan Sector-6 Panchkula)

**Clause A: GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All works proposed for execution by contract will be notified in a form Invitation of tender pasted on a board hung up in the office and signed by the Executive Engineer. This form will state the work to be carried out, as well as the date of submitting and opening tender, the time allowed for carrying out of works, the amount of earnest money to be deposited with tender, the amount of security deposit to be deposited by the successful tenderer, and the percentage, if any to be deducted from bills. Any tender unaccompanied by prescribed earnest money shall be summarily rejected. Copies of technical specification, designs and drawings, Haryana Schedule of Rate 1988 and any other documents required in this connection, with the work assigned for the purpose of identification by the Executive Engineer shall also be open for inspection by the contractors at the office of the Executive Engineer during office hours.
2. If the tender is being submitted 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.
3. Any person who submits a tender through on line stating at how much percent above or below the rates specified in Rules 1 he is willing to take work. Only one rate of percentage above or below on H.S.R.-1998 be quoted Tenderer which proposes any alternation 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, contractor who wish to tender for more than one work, they shall submit a separate tender for each.
4. The Executive Engineer and his duly authorized committee will open tender and will enter the amount of tenders in a comparative Statement in suitable form In event of the 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 copy of 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.
5. The Executive Engineer shall have the right of rejecting all or any of the tender without assigning any reason.
6. The memorandum of work tendered for and the memorandum of materials to be supplied by the H.V.P.N. and their issue rates shall be filled in and completed in the office of the Executive Engineer before the tender is floated.
7. The contractor shall go online through documents thoroughly if any flaw is noted, the same shall be pointed out to Executive Engineer. No benefit what so ever shall be allowed on this account at a later stage.

EXECUTIVE ENGINEER



**Clause B**  
**TENDER FOR WORK**

I/we.....hereby tender for the executing for the Haryana Vidyut Prasaran Nigam Ltd. hereinafter referred to as Nigam) of the work specified in the underwritten memorandum with in the same specified in such memorandum at percent.....below/above the rate entered in Haryana PWD schedule of rates 1988 mentioned in rule 1, reverse calculations as approved by HVPNL and in accordance in all respects with the specification drawing and the instruction in writing referred to in Rule 1 here of in Clause II of the annexed conditions and with such materials as are provided for and by in all other respects in accordance with such conditions so far as applicable.

(a) General description **Const. of 33 KV Capacitor bank and ODSG foundation at 220 KV S/Stn. Nuna Majra (B.Garh) (civil works only).**

(b) Estimated cost Rs.336593/- (without GST)  
(c) Earnest money Rs. 6740/- (without GST)  
(d) Completion Period 01 Months

(e) Time allowed for the work (the date of commencement of the work will be reckoned from the next day after 15 days of Issue of letter of intent / detailed allotment letter whichever is earlier) shall this be accepted I/We here agree to letter abide by and fulfill all the terms and provisions of said condition annexed here to so for as applicable or in default there of forfeit and pay to the Nigam or its successors in office the sum of money mentioned in the said conditions.

The sum of Rs .....deposited offline .....dated .....as earnest money the full value of which is to be absolutely forfeited the Nigam or its successors in office. Further I/We be debarred to do any business with Nigam for two years without prejudice to any other rights or remedies of the said Nigam or its successors in office, should I/We fail to commence the work specified in the memorandum otherwise the said sum of Rs.....shall be retained by the Nigam on account of the earnest money as per clause-B of the said condition of contract.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Witness

Address

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020

Executive Engineer  
C/W Divn HVPNL Rohtak

In figures as well as in words.

(a) If several sub work included those should be detailed in separate list

Security deposit. This will be same percentage that in the tender at (c)	<p><b>Clause 1-</b></p> <p>The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit Nigam at 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 money so payable. Such deduction to be held by Nigam by way of security deposit. All compensation or 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 sum which may be due or may become due to the contractor by Nigam or on any account whatsoever In the event of this security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good the same for Nigam securities endorsed as aforesaid any sum which have been deducted from or raised by sale of his security deposit or any part thereof.</p>
Compensation for delay	<p><b>Clause 2-</b></p> <p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date next day after 15 days of issue letter of indent/ detailed allotment letter which ever is earlier. The work 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 half percent which the Executive Engineer-In-Charge may levy on the estimated cost of the whole work as shown in the tender for every week (seven Calendar days) or part there of that the work remains un-commenced or unfinished after the due date. 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 forth or the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three fourth of the work before 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 half percent which the Executive Engineer-In-Charge may levy on the said estimated cost of the whole work for every week that due quantity of work remain incomplete provided always that entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated cost of work as shown in the tender. The CE/SE/XEN on representation from the contractor may reduce the amount of compensation and his decision in writing shall be binding.</p>
Action when the whole of security deposit is forfeited	<p><b>Clause 3 –</b></p> <p>In any case, in which under any clause or clauses in this contract the contractor shall have tendered himself liable to pay compensation amounting to the whole of his security deposit (whatever paid in lump sum or deducted in installment). The Chief Engineer/Superintending Engineer/Executive Engineer on behalf of the Nigam shall have power to adopt any of the following courses as he may deem best suited in the interest of the Nigam.</p> <p>(a) To rescind the contract (of which rescind notice) in writing to the contractor under the hand of the Chief Engineer/Superintending Engineer/Executive Engineer shall be conclusive evidence and in which case the security deposits of the contractor shall stand forfeited, and be absolutely at the disposal of Nigam further the contractor will be debarred to do any business with the Nigam for two years.</p> <p>(b) To employ labour paid by H.V.P.N.L. 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 certificate of the Executive Engineer shall be final and conclusive against the contractor for and crediting him with the value of the work done in all respects in the same manner and at the same rates as if 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.</p> <p>(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 if the whole work had been executed by him (of the amount of 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 Nigam under the contract otherwise or from his security deposit or the proceeds of sale thereof or sufficient part there of exercisable but the same has not been exercised thereof shall not</p>

constitute waiver of any of the conditions there of and such power shall not with standing be exercisable in the event of any future case of default by the contractor. In the event of any of the above courses being adopted by the Chief Engineer /Superintending Engineer/Executive Engineer the contractor shall have no claim to compensation for any loss sustained by reason of his having purchased or procured any material or entered into any engagement or made any advances on account of with a view to the execution of the work on the performance of the contract. And in the 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 actually carried out under this contract unless and until the Executive Engineer have certified in writing the performance of such work and the value payable in respect there off he shall only be entitled to be paid the value so certified.

**Clause 4 –**

In any case in which any of power conferred upon the CE/SE/XEN by clause 3 thereof shall have become by any clause or clauses thereof the contractor is declared liable to pay compensation amounting to whole of the security deposit, the liability of the contractor for post & future compensation if any shall remain unaffected

In the event of the XEN putting in force either of the power (a) or (c) vested in him under the preceding clauses he may, if he so desire, take possession of all or any tools, materials and store in or upon the works of the site there off, which belong to the contractor or procured by him and intended to be used for the execution of the work any part thereof paying of allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final otherwise the Executive Engineer may issue notice in writing to the contractor or his clerk of the works foremen or other authorized agent requiring him to remove such tools plant material or stores from the premises within a specified time 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 by auction or private sale on account of the contractor if any at his risk in all respect and the certificate of the Executive Engineer as to the expenses of any such removal and the amount of the proceeds on expenses of any such Act shall be final and conclusive against the contractor.

**Clause 5-**

If the contractor shall desire an extension of the time for completion of the work on the grounds of having un-avoidable hindrance in its execution or on any other ground he shall apply in writing to the Executive Engineer within 30 days of the date of occurrence of the hindrance on account of which he desires such aforesaid extension and the CE/SE/XEN who approved the award of tender shall if in his opinion (which shall be final) reasonable grounds be shown thereof authorize such extension of time, if any, as may be necessary or proper.

Any amendment in the agreement including extension in time limit can be made with the approval of the authority who approves tender in term of secretary of erst while HSEB O/O: No. II/GB/M-245 dt. 29-2-77

**Clause 6 –**

Without prejudice to the rights of the Nigam under any clause herein after contained for completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) however no such certificate shall be given nor shall the work be considered to be complete until the contractor have removed from the premises on which the work have been executed ,all scaffolding ,surplus material and cleared off the dirt from all wood work, walls, floors or the parts of any building/ structure or about which the work is to be executed or of which he may have had possession for the purpose of execution there off and the measurements in the said certificate shall be binding and conclusive against the contractor .

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

Power to take possession of or required removal of the contractor tool and plant

Extension of time

Final certificate

Executive Engineer

If the contractor 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 material and rubbish and dispose off the same as he thinks fit and clean of such dirt of aforesaid and the contractor shall forth with bear the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized thereof.

**Clause 7-**

Payment of intermediate certificate to be regarded as advance

No. payments shall be made for works estimated to cost less than 10% of total cost of work till 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 10% of total cost of work the contractor shall on submitting bill thereof be entitled to receive only a payment proportionate the part thereof than 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. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requirement of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or the occurring of any claim, nor shall it conclude, determine, or effect in any way the powers of 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.

**Clause 8-**

Bill to be submitted monthly

A bill shall be submitted by the contractor each month on or before the date if any fixed by the Engineer-in-charge for all work executed and the Engineer-in-charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as for as admissible adjustment 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 subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurements 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 respect.

**Clause 9 –**

Bill to be on printed form

The contractor shall submit all bills on the printed forms in the office of the Engineer-in-charge, and the amount 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 in the tender at the rates hereinafter provided for such works.

**Clause 10 –**

Work to be executed in accordance with specification drawings and any order given from time to time

If the specification or estimate of work provides for the use of any special description of material to be supplied from Executive Engineer-in-charge's store, or it required the contractor to use certain store to be provided by Engineer-in-charge (such materials and store, and the prices to be charged thereof as hereinafter mentioned being so far as practicable the convenience of the contractor. But not so as in any way to control to meaning or effect this control specified in the schedule or mentioned in the memorandum here to annexed ) The contractor shall be supplied with such material and stores required from time to time be used by him for the purpose of the contract only and value of the full quantity of material and store so supplied at the rate specified in the schedule or memorandum may be set off or deducted from any sum due and there after become due to the contract or otherwise against or from security deposit. All material supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge and shall at all time be open to the inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of the contract shall be returned to the Engineer-in-charge store, by the a notice in writing under his hand he shall require, but the contractor shall not be entitled to return any such material unless with consent and shall have no claims for compensation on account of any such material supplied to him as aforesaid being used by him, or any wastage in damage to any such materials.

Executive Engineer

Alteration in specification and drawing	<p><b>Clause 11-</b> The contractor shall execute the whole and every part of the work in the most substantial and workman like manners and both as regards material and otherwise in every respect in strict accordance with the specification. The contractor shall also confirm exactly fully and faithfully to the designs drawings and instructions In writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled at his own expense to make or cause to be made copies of the specifications and all such designs, drawing and instructions as aforesaid.</p>
Removal of employed workman and foreman	<p><b>Clause 11A –</b> The Engineer-in-charge shall have full powers at all time to object to the employment of any workman foreman or other employee on the works by the contractor and if the contractor shall receive notice in writing from the Engineer-in-charge requesting the removal of any such man or men from the work. The contractor shall comply with the request forth with no, such workman, foreman or other employees after his removal from the works by request of the Engineer-in-charge shall be re-employed or reinstated on works by 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.</p>
Extension of time in consequence of the alterations	<p><b>Clause 12-</b> The Engineer-in-charge shall have power to make any addition or alteration or to substitutions for the original specifications drawing designs &amp; instructions. That appears to him necessary or advisable during the course of execution of work for which instructions may be given to the contractor in writing signed by the Engineer-in-charge and the contractor shall be bound to carry out the work in accordance with instruction which may be given to him in writing signed by Engineer–In-Charge and all such alterations, additions or substitutions shall not invalidate the contract and any altered, additional or substitute 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 the same conditions in all respects on which he agreed to do the main work and at the same rates as per specified in the tender for the main work. The time for the completion of the work shall be extended in proportion that the altered, additional or substituted work bears to the original contract and the certificate of the Engineer-In-Charge shall be conclusive to such proportion. And if altered additional or substituted work includes any class of work which shall be carried out at the rates as entered in the schedule of rates subject to the same percentage above or below as entered in the contract and to such class of work is not entered in the schedule of rates than the contractors shall with in seven days of the date of the receipt of the order to carry out the work from the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if Engineer-in-charge does not agree at his rate he shall be given notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable provided always that if the contractor shall commence work and incur any expenditure in this regard there to before the rates shall have been determined as lastly herein before mentioned then and in such case he shall have be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge in the event of a dispute, the decision of the authority, who approve the tender.</p>
No compensation for alteration or restriction of work to be carried out	<p><b>Clause 13-</b> If at any time after the commencement of the work the Nigam shall for any reason whatsoever not require the whole work thereof as specified in the Tender to be carried out,the Engineer-in-charge shall give notice in writing of fact to the contractor who shall have no claim to have any payment of 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 desire in consequence of the full amount of the works not having been carried out neither shall he have any claim for compensation by reason of any alteration having been made in the original specification drawing designs and instructions which shall involve any curtailment of the work originally contemplated.</p>
	<p><b>Clause 14-</b> If it shall appear to the Engineer-in-charge or his subordinate in charge of the work any time that the work has been executed with unsound, imperfect or unskillful workmanship, or with the material of any inferior description, or that any materials or article provided by him for the execution of the work are unsound, or a quality inferior to that contracted for or otherwise not in accordance with the</p>

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Action and compensation payable in case of bad work	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 forth with rectify or remove and reconstruct the work specified in whole or the part as the case may be remove the materials or articles so specified & provide other proper and suitable materials or articles at his own 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 than the contractor shall be liable to pay compensation at rate of and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work with other materials or articles companied of as the case may be at the risk and expense in all respects of the contractor.
Work to be open for inspection. Contractor or his representative present at site	<p><b>Clause 15-</b></p> <p>All works under taken in coarse of execution or executed in pursuance of the contract shall at all times be open to 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 and his subordinate to visit the works shall been given to the contractor, either himself be present to receive order instruction or have a responsible, agent duly accepted in writing be present for the purpose to require order given to the contractor, agent shall be considered to have the same force as if had been given to the contractor himself.</p>
Notice to be given before the work is covered up	<p><b>Clause 16 –</b></p> <p>The contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimension there off be taken before the same is so covered up on place beyond the reach of measurement at the 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 or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expenses or in default thereof on payment or allowance shall be made for such work of the materials with which the same was executed.</p>
Contractor liable for damage and imperfect work	<p><b>Clause 17-</b></p> <p>If the contractor or his work people or servant shall break deface or injure or destroy any part of building where they may be working or any building, road ,fence enclosure or grass land cultivated ground continuous to the premise on which the work any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever or any in perfection became apparent in it within twelve months after a certificate of final or its complication have been given by the Engineer-in-charge aforesaid the contractor shall make the same or Engineer-in-charge may cause the same to be made good by other workman and deduct the expense from any sums that may be then or at any time there after may become due to the contractor or from his security deposit.of which the certificate of the Engineer-in-charge shall be final.</p>
Contractor to supply plant, ledder scaffolding etc	<p><b>Clause 18 –</b></p> <p>The contractor shall supply at his own cost all materials except such special material if any in accordance with the contract required to be supplied from the Engineer-in-charge stores, tools plants appliances implements, ladders cordage tackle scaffolding and temporary works requisite or proper execution of work whether original altered or submitted and whether included in the specification, other documents forming part of the contract or referred to these condition 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 under these conditions he is entitled to be satisfied on which he is entitled to acquire together with carriage thereof to and from the work.</p>
Liability for damage arising for not providing light and fencing etc.	<p>The contractor shall also supply without charge the required number of persons with means and materials necessary for the purpose of setting out work, counting, weighing and assessing 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 from his security deposit. The contractor shall also provide all necessary fencing and light required to protect the public from accident and shall be bound to the expense of defense of every suit, action or other proceeding that may be brought by any person for injury sustained owing to neglect to the</p>

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above precautions and to pay damages and cost which may be awarded in any such suit action or proceeding to any such persons or which with the consent of the contractor be paid to compromise and claim by any such person.

**Clause 19 –**

Female labour

No female labour shall be employed within the limits of a cantonment.

Child labour

**Clause 19 A** - No Minor labour as per law shall be employed on work.

**Clause 19 B** - The contractor shall pay his labour not less than the wages for similar work in the neighborhood.

Work on Sunday

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

Contractor Liable for payment of compensation to the injured labour Or in case of death to his labour

**Clause 20 A –**

In every case in which by value of the provision of section 12 subsections (1) of the workman's Compensation Act. 1923 Nigam is obliged to pay compensation to a 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 prejudices to the rights of Nigam under section 12 sub-section 2 of the said act Nigam shall be at liberty to recover such amount from any sum due by Nigam to the contractor or whether under this contract or otherwise Nigam shall not be bound to contest claim made against in under section -12 Sub-sections (i) of the said Act exception the written request of the contractor and upon his giving to Nigam full security for all costs for which Nigam might become liable in consequence of contesting claim.

**Clause 21-**

Work not to sublet Contract may be rescinded and security deposit forfeiture for subletting bribing or if contractor become insolvent

The contractor shall not wholly or partly assign or sublet without the written approval of the Chief Engineer/Superintendent Engineer/Executive Engineer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence and insolvency proceeding or make any compositions with his creditors or attempts to do or if any bribe gratuity gift loan prerequisite reward of advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servant or agent to any public office or person in the employment of Nigam in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested is one contract the Chief Engineer/Superintending Engineer/Executive Engineer may there upon by notice in the writing reclined the contract and the security deposited by the contractor shall thereupon stand forfeited and be absolutely at the disposal of Nigam and the same consequence shall ensure as the contract had been rescinded under Clause -3 thereof and in addition the contractor shall not be entitled to recover or be paid or any work thereof actually performed under contract.

**Clause 22-**

Sum payable by way of compensation to be considered as reasonable compensation Deduction of amount due to Nigam on any account whatsoever permissible from sum payable to contractor

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

**Clause 22 A –**

Any excess payment made to the contractor inadvertently under this contract or otherwise any account whatsoever and any other sum found to be due to Nigam by the contractor in respect of this contract or any other contract, or work order or any account what so ever, may be deducted from any sum whatsoever payable by Nigam to the contractor and in respect of this contract or any work-order or contract or on any other account by any other department or Nigam.

**Clause 23**

Change in constitution of firm ,

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

**Clause 24-**

Work to be done under Superintending Engineer

All work 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 of the time, 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 how to be carried on.

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**Clause 25 –**

No claim for payments of an extra ordinary nature, such as claims for a bonus for extra labour, employed on the work, before the expiry of the contractual period at the request of the Engineer-in-charge or claim for compensation where work has been temporarily brought to stand still though no fault of the contractor, shall be allowed unless and to the extent that the same shall have been especially sanctioned by the Nigam.

**Clause 25A –**

If any question, dispute, difference of opinions whatsoever arises in any way connected with or arising out of instrument for measuring or operation of any part thereof or the rights, duties or liabilities of either party, including the termination of the contract by either party and correctness thereof at any stage whatsoever it shall be referred to arbitration of MD/Chief Engineer of HVPNL or his nominee not below the rank of Superintending Engineer subject to the following conditions:-

- 1) That in the first instance, before referring the matter to arbitration, it shall be referred by the contractor to be settled by the Engineer-In-Charge of the work at time of such reference in writing. The Engineer-in-charge shall convey his decision or that of the competent authority in writing to contractor within a period of 90 days from such a request in writing by the contractor. The decision given by the Engineer-In-Charge or competent authority shall be final and binding upon the contractor except where he moves 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 or of the competent authority in writing. In case the contractor fails to make such a written request within the stipulated period, the decision so conveyed to him by the Engineer-In-Charge will be final and will not be a 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/Chief Engineer of HVPNL within 60 days of expiry of the said 90 days to refer the matter to arbitration and the same shall be referred to arbitration in the manner provided herein after. The work under the contract shall not be stopped and shall continue during the arbitration proceedings.
- 2) The reference of dispute or difference referred to above for arbitration to an officer not below the rank of a Superintending Engineer of HVPNL 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 HVPNL, or he had to deal with the matter to which the contract relates or that the said arbitrator has expressed his views on all or any of the matters in dispute.
- 3) 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 HVPNL, In case the Arbitrator is unwilling to act as an Arbitrator for any reason whatsoever the MD/CE shall be competent to appoint or nominate any other officer not below the rank of a Superintending Engineer as the Arbitrator. The Arbitrator so appointed shall be competent to proceed with the reference as if he had been appointed as the Arbitrator initially.
- 4) That no person other than the one appointed by MD/Chief Engineer of HVPNL shall act as an Arbitrator and, if for any reason it is not possible to appoint such an Arbitrator, the matter shall not be referable to arbitration and the parties shall be at liberty to avail of civil remedy.
- 5) The Arbitrator shall give a reasoned and speaking award, in case the total amount allowed to either party against the other in the award whether originally or as a counter - claim exceeds 22000 /- and in case the claim is below a total sum of Rs. 22000 /- it shall be up to the Arbitrator to give a reasoned award or not. The Arbitrator shall give his award against each claim separately made by either party.
- 6) That the Arbitrator shall award the claims and counter claim put forward by both the parties and not with standing that any particular party has got the Arbitrator appointed. This shall be subject to the provisions of this arbitration clause as a whole.
- 7) 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 case security fee deposited @ 3% of the total amount claimed by him. The sum so deposited by the contractor

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shall on the termination of the arbitration proceedings be adjusted against the cost and any amount awarded against the contractor. The remaining amount shall be refunded to the contractor within one month from the date of the award.

- 8) That the stamp fee due on the award shall be payable by the party at the 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 other contract,
- 9) 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.
- 10) Neither party shall be entitled to bring a claim for arbitration if no move in writing has been made for that purpose to the MD/Chief Engineer of HVPNL 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 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 works as applicable or
  - d) Of the completion of work through any alternative agency or means after withdrawal of work from the contractor as a whole or in part and or its recession, or
  - e) Of receiving any intimation from the Engineer-In-Charge that final payment due to or recovery from the contractor has been determined.

Whichever of (a) to (e) above is the latest in the matter of time. And 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 absolutely and barred by time.

11. That the pendency of arbitration proceeding shall not disentitle the Nigam or the competent Authority to terminate the contract and make alternate arrangement for completion of work. This shall be subject to the liabilities of the parties toward each other under this contract.
12. The Arbitrator shall be deemed to have entered the reference on the day fixed by the Arbitrator for the appearance of the parties for the first time. The time for making and publishing the award by the Arbitrator may be extended from time to time with the mutual written consent of the parties.
13. Subject to the stipulation made in this clause the arbitration proceeding shall be conducted in accordance with the provision of the arbitration act. 1940.

Competent Authority means whole Time Director/Chief Engineer/ Superintending Engineer/ 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 to be executed.

#### **Clause 26 –**

Fluctuation in  
railway freight

No alteration in contract rates shall be admissible in consequence of fluctuation in railway freight, and is on account of cost 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 brick will not be taken into consideration or for an article which forms a 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 and from part of a finished work.

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**Clause 27 –**

Lump-Sum in  
estimate

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

**Clause 28 –**

Action when  
there is no  
specification

In the case of any class of work for which there is no such specifications 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 respect in accordance with the instructions and requirement of the Engineer-in-charge

**Clause 29 -**

Definition of  
work

The expression "work" or "works" where used in the conditions shall unless there by something either in the subject or contract repugnant to such construction to be continued 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 30 –**

The percentage referred to at appropriate pages of the tender will be calculated on the gross amount (Value of finished work including cost of materials whether purchased from Nigam or direct of  
(1) The items of work to which the rates in the tender apply and  
(2) The items of works for which rate exist in the schedule of rates.

**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 the Nigam, additional conditions, Haryana Public Works department contractor's labourer regulations, fair wages clause and rules for the protection of health and sanitary arrangement for workers employed by HVPNL or the contractor shall be deemed to be part of this contract and any breach thereof shall be deemed to be breach of this contract.

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#### Clause D: Additional Condition to Append to the Notice Inviting Tender

1. The water charges will be recovered at the rate of 0.5% of the total work executed by the contractor i.e. including the cost of material and labour etc. In case water of departmental well/Tube well or any other sources of Nigam is used by the contractor. In case, satisfactory arrangement for water does not exist or quantity is inadequate then contractor shall make his own arrangements for water for construction and drinking purpose also, and no recovery shall be affected, the water used for construction and curing purposes shall be fit as per IS Standards
2. The work shall be executed strictly in accordance with the Haryana Schedule of rates 1988 and HR P.W.D. Specification 1990 along with the correction slips issued from time to time by Haryana PWD specification up to and including the date of opening of tender and shall be binding on the contractor. In case of any dispute on any point, the decision of the Executive Engineer (Engineer-in-charge) shall be final and legally binding on the contractor.
3. Any tenderer who imposes any condition after the opening of the tender may make his tender invalid and may also tender himself liable for rejection of his tender and forfeiture of earnest money.
4. No tender shall be considered unless accompanied by the earnest money deposited offline.
5. The Engineer-in-charge reserve the right to reject any or all the tenders without assigning any reason whatsoever.
6. The contractor shall have to abide by the rules and regulation of the fair wages clause and P.W.D. contractors labour regulations etc. rigidly.
7. Rates should be quoted keeping in view the site conditions of the work and the offer shall remain valid and open up to three months from the date of opening of tender. It may be noted clearly that the validity period is un-negotiable and any deviation from the same can put tender liable for rejection. No fluctuation in market rates from the date of tender shall be considered valid and neither any claim on this account will be entertained.
8. The sanitary wares viz water closet suits; lavatory suit and urinals the goods manufactured by Hindware /Cera /Perryware or of any other reputed make shall only be permitted for use in sanitary installation of building. The final decision in this regard will rest with Engineer-in-charge of work.
9. The pipe of various sizes and other non scheduled items if available with the deptt. And the rates considered are on higher side same will be supplied by the department and directly charged to work. The labour rates for the corresponding items as mentioned in the Haryana Schedule Of Rates Along with Ceiling Premium shall be paid plus premium tendered by the contractor.
10. The contractor shall be responsible for any loss/damage of the material after the same have been issued from the departmental stores and handed over to the contractor.
11. In case the work is delayed due to non-availability of any controlled commodity the contractor may only be entitled for an extension of time and no financial claim on this account will be entertained.
12. Extra items, if any which are not included in the contract will be paid at the rates contained in Haryana schedule of rate 1988 Plus/minus the tendered premium/abatement, where the rates for non-agreement items does not exists in the said schedule of rates, the same shall be determined by analysis and Executive Engineer (Engineer-in-charge) will sanction the rates, provided the total amount of all such items under one contract is with- in his competence to accord sanction. When the total amount of all such items under one contract exceed his financial limit he shall refer the matter to the superintending Engineer who will sanction the rate if the total amount of all such items including those already sanctioned by the Executive Engineer is within his power to accord technical sanction otherwise the matter will be referred on the Chief Engineer who has full powers to sanction such rates.
13. The chowkhats and shutter will be paid separately as per HSR 1988. The size of joinery for shutters shall be adopted as shown in the table at 570 to 575 of P.W.D. specification 1990. If the design of door, window, clerestory window, Cup-Board shutters and wire gauze shutters are modified, the rates finalized by the Engineer-in-charge will be final and legally binding on the contract. Pressed steel chowkhat/wooden chowkhates shall be provided as per design/ drawing and paid as per HSR 1988.

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14. The amount and the quantity of work can be increased/decreased according to requirement of the Nigam and no claim what so ever on this account will be entertained. The work can be increased/decreased as per site requirement. Any item may vary up to any extent. Any item can be deleted without assigning any reason. The decision of the Executive Engineer-in-charge will be final in this regard. Contractor will not have any claim, what so ever, for deletion any item (given in the schedule of quantity). No claim for deletion of any item/ variation of the quantity of the particular items/total value of work done will be entertained. Quantities given in the schedule of quantities are tentative and may vary to any extent. However, overall variation in cost of work shall not be exceeded 30% of contract cost.
15. The Nigam reserve the option to take away any item or items of work or part thereof any time during the currency of the contract and reallocate to another agency with due notice to the contractor without any liability or compensation.
16. The Nigam reserve the right to delete any items from the contract as well as from comparative statement while comparing the rates with the estimate as well as with other tenders for which the deptt feel that the rates tendered are on the higher side.
17. Total of 10% Security will be deducted from the all bills for faithful execution of contract, 75% of security so deducted shall be refunded after three months of successful completion of work and balance 25% security shall be refunded after one year of successful completion of work i.e. after the work has been finally accepted by the Engineer-in-charge. Any other % below 10% quoted by the tenderer as security will not be considered and in case the tenderer presses for acceptance of his clause, then his tender will be rejected forth with.
18. The water tightness of the tank is the major responsibility of contractor. In case there is any leakage the same will have to set right by the contractor at his cost. Nothing extra will be paid on this account. Final payment will only be allowed after successful working of the system connected to the tank and full satisfaction Engineer-in-charge.
19. Separate premium may be quoted for each complete chapter of Haryana Schedule Of Rates 1988 and not for any particular item.
20. No extra carriage involved for bricks and tiles shall be payable beyond 5 km. This clause will supercede clause 9 (b) of preface of HSR 1988.
21. On acceptance of tender, the name of authorized representative(s) of the tenderer, responsible for taking instructions from the Engineer-in-charge and making compliance shall be communicated in writing with his signatures duly attested by the tenderer.
22. It is presumed that tenderer has made himself thoroughly conversant with drawings, specifications and site conditions before tendering and no claim whatsoever shall be entertained on this account.
23. All work executed shall be paid, according to measurements taken and under the order of the officer in charge of the work and not according to the quantity given in the estimate.
24. The test report for wiring may be supplied by the contractor from approved wiring contractor.
25. The contractor shall not be entitled for any payment on whole of work done till he signed the agreement.
26. No claim of any kind what so ever shall be entertained for any and all losses or damages to the contractor due to the completion of work getting delayed due to the failure or delay on the part of the H.V.P.N.L. under the terms and conditions of the contract.
27. Failure of the departmental representative to disapprove work or material shall not prejudice the power of the Engineer-in-charge thereafter to disapprove such work or material and to order for the pulling down removal or breaking up the work if the contractor is dissatisfied by reason on any decision of the deptt representatives he shall be entitled to refer the matter to the Engineer-in-charge who shall there upon confirm or reverse such decision.
28. The contractor shall be responsible for making his own arrangement for procurement of license for all materials to be consumed on the work and the H.V.P.N. shall not be held responsible in any way of making such arrangements or any of item.
29. No borrow pits shall be dug for taking earth in any land (whether cultivated or not) situated within radius of one Hundred meters form the building site and also beyond that without the prior approval of the Engineer-in-charge. In case of non compliance, the contractor shall be liable to pay such compensation as may be fixed by the Engineer-in-charge and the H.V.P.N. shall without prejudice to right and remedies will be entitled to deduct the amount so fixed from the amount due to contractor from the H.V.P.N. under this contract or any other contract or any account what so ever.
30. The rates given here in are for work complete in all respects inclusive of royalty octroi, terminals sales tax (including those payable in respect of the materials supplied by the H.V.P.N. to the contractor for the execution of the work covered by this contract) water charges, cost of scaffolding, tools or other things used for the execution of the contract.

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31. No claim on account of fluctuations in prices due to war or any such cause shall be entertained, nor any claim for labour having been rendered idle on account of stoppage of work or any other reason shall be entertained subject to the provision of relevant clause(s).
- 32 Any error or omission in nomenclature, rate or unit in the Scheduled item shall be deemed to be corrected according to HSR 1988(2<sup>nd</sup> edition) as amended to date.
- 33 Works are to be carried out as per approved construction drawings or as per direction of Engineer-in-charge only issued from time to time to the contractor during the course of execution. Measurements will be made for the actual work done and payments shall be made under relevant head of HSR or as per terms of contract only
- 34 The contractor on receipt of letter of indent , shall immediately construct his storage shed/ area for cement, sufficient to store enough cement so as to meet with the requirement and also construct temporary office for the use of department and no extra cost is payable to contractor on this account .
- 35 On completion of work contractor shall remove all temporary structures, debris from the site and will hand over clearly leveled area to the Nigam.
- 36 No payment shall be made to the contractor for any damage/loss caused due to rains, floods fire or any natural cause during the execution of work. The damage, if any, to the work shall be made good by the contractor at his cost and no claim on his account shall be entertained.
- 37 Road roller of required type and capacity shall be arranged by the contractor at his cost and nothing extra shall be given over and above the rates provided in HSR.
- 38 Use of low level PVC cistern (10Lts. Capacity ) The contractor shall use low level PVC cistern of 10 Lt. Capacity instead of 12.5 Ltrs./15 Lt. Provided in relevant HSR items (s) (30.1 to30.4) at no extra cost to the Nigam.
- 39 In case the dues of the respective department on account of electricity and water consumed are not cleared by the contractor, HVPNL will recover the defaulting amount from the pending bills /dues of the contractor.
- 40 The item reference of HSR and quantities of work are tentative which can be increased /decreased /substituted/deleted as per requirement of site /design /drawing /specification etc.. and the payment shall be regulated under relevant items as per actual work done at site .what so ever on the account shall be entertained from the contractor. The decision of Engineer-in- charge of the work shall be final and binding .
- 41 Conditional tenders will not be entertained.
- 42 All the material brought at the site of work by the contractor for bonafide use in the work shall be in accordance with the PWD specification. Engineer-in-charge will get the material tested as per PWD specification and / or as per relevant IS specification from any Govt. approved laboratory. The sampling of the material will be done as per relevant PWD / IS codes. The cost of testing shall be borne by the contractor. In case the material in any of the test fail, the contractor shall be responsible to replace all the sub-standard material at his own cost without any extra liability to HVPNL.
- 43 If any work or part there –off, due to any reason (non availability of clear space/specified drawing approved from competent authority) cannot be started before the completion date, then the executed work will be considered to be completion of whole work even without non execution of left out works, the payment will be made only for the completed portion of work, which was actually executed/ done at site of work. In case the department is able to give clear site/ specification/ drawing/ approval from competent authority prior to the date of completion, then the contractor will have to complete the left out work within one month/time required on prorata basis, whichever is more, after the date of receipt of clear site/ special design/ drawing approval from competent authority. The decision of Executive Engineer shall be final and binding on the contractor. The final date of completion whichever is latter shall be considered as the actual date of completion for all intends and purposes.
- 44 The labour- cess & income tax will be deducted from the bills of contractor as applicable from time to time.
- 45 **GST as per applicable rates will be borne by the Nigam.**
- 46 ESI as applicable shall be borne by contractor. The contractor shall submit the detail of labour & ESI contribution paid to ESI Dept. along with every bill, otherwise ESI shall be deducted as applicable.
- 47 The contractor should submit the tentative program of working with in 15 (fifteen) days of award of work. The contractor would have to work as per the program approved by the department.
- 48 The contractor shall establish permanent BENCH MARK at his on cost, under the guidance of department. Under no circumstances shall the contractor remove or disturb any permanent marks without the written permission of the Engineer–in-Charge. The contractor shall carefully maintain and protect all BENCH MARKS and reference points and shall layout all his work by accurate reference thereto.

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- 49 The drawing enclosed with the tender document are for the purpose of tender only. Works are to be carried out as per approved construction drawings or as per direction of Engineer –in-Charge only which shall be supplied from time to time to the contractor during the course of work no claim, what so ever will be entertained on this account work will be got carried out as per directions of Engineer –in-Charge even if directions may differ from the standard drawings. Measurements will be as per actual work done under relevant head of HSR or as per actual market rates (for NS items).
- 50 No mobilization advance shall be given to contractor.
- 51 Unless otherwise, stated contractor will be bound to do the balance work (i.e. foundation for breaker, NCT, Post and PCC etc.) on his quoted rates, if the relevant drawings/ working space are supplied to the contractor at least one month before release of balance 25% security. However the working time to do the relevant work will be as per the decision of Executive Engineer In Charge of the work depending upon nature/quantum of balance work to be executed now. And decision of Executive Engineer In Charge will be final in this regard. If the contractor does not complete the balance work within that specified period, then his balance security deposit will be forfeited without giving him any further notice. If due to any reasons, relevant drawings/working space are not supplied to the contractor at least one month before release of balance 25% security then work will be deemed to have been completed and such balance work will be got completed/executed by inviting separate quotations/tenders as and when details are made available.
- 52 The labour cess & income tax will be deducted from the bills of contractor as applicable.
- 53 After the implementation of GST w.e.f. 01.07.2017 GST as applicable on work contract shall be borne by the HVPNL and will be paid to the contractor having GST number. If any contractor has not been allotted GST number the GST shall be deposited by HVPNL under reverse mechanism.
- 54 2% TDS for GST as applicable and as per instructions shall be deducted from the bills of contractor and same shall be deposited by HVPNL.
- 55 The service tax and WCT already applicable before 01.07.17 has been abolished.
56. Dismantle material will be issued to contractor and recoveries for the same will be made from him at following rates dismantled brick work @ Rs.3.15/- nos., Dismantled brick bats @ Rs.406/-cum and MS Angle, Barbed wire, GSL Wire etc @ Rs.21.035 per kg.
57. Calculation of GST will be made as per reverse calculation as approved by HVPNL authorities.
58. In case there are more than L-1 bidders (lowest bidder) as per their quoted/negotiated rates by the bidder, a merit list of all the responsive bidder will be prepared on the basis of their average annual turn-over for the best three year out of last five years (certificate of registered chartered Accountant in respect of annual turn-over for last five years is to be provided by bidder) and preference will be given to the bidder having height average annual turn-over for the best three years out of last five years.

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## General condition for cement /steel / structural steel /concrete

### Cement and steel will be arranged by the Contractor.

All materials required for execution of work, including cement and steel of defined specification will be supplied by the contractor. The bill and Test Report of Cement and Steel shall be submitted by the Contractor.

**i)Cement:** Ordinary Portland Cement (OPC)of Grade 43 confirming to IS 8112 shall be used for all RCC works, Portland Pozzolona Cement (fly ash based or calcinated clay based) can be used for works other than RCC works PPC cement shall conform to IS 1489 Part-I and Part- II . In case of Portland Pozzolona Cement is used then curing period shall be enhanced as directed by Engineer-in-charge. (ACC / L&T /Ambuja /Vikram /Birla /JK cement /JP /Shree / Binani)

**ii)Reinforcement** : Reinforcement Steel i.e. TMT bars quality TMT-500 Confirming to IS -1786 Fe-500 shall be of reputed make (SAIL/ TISCO /RINL /J.S.W) conforming to relevant I.S. specification . All reinforcement bars shall be clean and free from loose mill scales dust, loose rust and coats of paint, oil or other coating, which may destroy or reduce bond and it should be fresh. Contractor shall supply, fabricate and place reinforcement to shape and dimensions as indicated on the drawing or as required for carrying out the intent of drawing and specifications. Adequate no. of chairs, spacers of required size shall be provided to ensure the proper placement of reinforcement and non dislocation of bars during concreting etc. Overlaps in more than 30% of bars will not be allowed at a section. Fabricated Reinforcement bars shall be placed in position as shown in the drawing or as directed by Engineer-in-charge. The bars crossing one another shall be tied together at every intersection with two strands of annealed steel wires 0.9 to 1.6mm dia , twisted and tied to make the skeleton steel work rigid so that reinforcement does not get displaced during placement of concrete.

**Rates:-**

In case Portland Pozzolona Cement is used, deduction @ Rs.25/- per bag of 50Kg. Cement will be made. Only Fe-500 of the companies mentioned above will be used.

In case of steel (Fe-500) and other structural steel of companies other than mentioned above is allowed to be used than deduction @ Rs.6000/- per M.T. will be made.

Note:-

Nominal grade of concrete 1:1½ : 3 shall be used for RCC work  
For the RCC work of water retaining structures i.e water tank etc nominal grade of concrete used shall be 1:1:2  
Water cement ratio for all RCC work shall be 0.5  
Slump of concrete shall be 25 to 75 mm

01. (a) **For contract(s) amounting to more than Rs.1.00 crore,**

- A) if after submission of the tender, the price of cement and /or steel reinforcement bars incorporated in the works increase(s) beyond the price(s) prevailing at the time of last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.
- B) If after the submission of the tender, the prices of cement and / or steel reinforcement bars incorporated in the works is decreased, Govt. shall in respect of these materials incorporated in the works be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of cement and /for steel reinforcement as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and /or steel reinforcement bars issued under Engineer-In-chief, Hr.PW(B&R) Deptt., Chandigarh. The base price of cement & steel is as below.

**Pc (Cement OPC/PPC)**

**Rs.2000/- Per MT including taxes**

**Ps(Steel MS Long Products)**

**Rs.47,000/- Per MT including taxes**

It is further clarified that the decrease in the prices of cement & steel shall be deducted from the dues of the contractor if such decrease has become operative after the stipulated date of completion of work in question and increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question. The increase/decrease in price shall be determined by the **All India Wholesale Price Indices for Cement (OPC/PPC) and Steel (MS Long Products) as published by the Economic Advisor to Government of India, Ministry of Commerce and Industry** ) and base price for cement and /or steel reinforcement bars as issued under authority of the Engineer-In-chief, Hr.PW(B&R) Deptt., Chandigarh as valid on the last stipulated date of receipt of tender including extension if any and for the period under consideration.

The amount of the contract shall accordingly be carried for cement and /or steel reinforcement bars and will be worked out as per the formula given below.

- a) Adjustment for component of 'Cement (OPC/PPC)'

$$V_c = P_c \times Q_c \times \frac{C1 - C10}{C10}$$

C10

Where,

V<sub>c</sub> = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

P<sub>c</sub> = Base price of cement as issued under authority of Engineer-In-chief, Hr.PW(B&R) Deptt., Chandigarh valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q<sub>c</sub> = Quantity of cement used in the works since previous bill.

C<sub>10</sub> = All India Wholesale Price index for **cement (OPC/PPC)** as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

C<sub>1</sub> = All India Wholesale Price index for cement for period under. Consideration as published by Economic Advisor to Government of India, Ministry and Commerce as valid on the date of purchase of material.

b) Adjustment for Component of '**Steel**' (**MS Long Products**)

$$V_s = P_s \times Q_s \times \frac{S_1 - S_{10}}{S_{10}}$$

S<sub>10</sub>

Where,

V<sub>s</sub> = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to paid or recovered.

P<sub>s</sub> = Base price of steel reinforcement bars, as issued under authority of Engineer-In-chief, Hr.PW(B&R) Deptt., Chandigarh at the time of the last stipulated date of receipt of tender including extension , if any.

Q<sub>s</sub> = Quantity of steel paid either by way of secured advance or used in the works since pervious bill( whichever is earlier )

S<sub>10</sub> = All India wholesale Price Index for Steel (**MS Long Products**) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of tenders including extensions, if any.

S<sub>1</sub> = All India wholesale Price Index for steel (**MS Long Products**) in for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the date of purchase of material.

**Note: - Increase as per this clause shall not be payable in the extended time period if any due to any reason while the decrease as per this clause shall be applicable in extended time period also.**

#### CONDITIONS

1. Cement will be supplied to the contractor in standard packing bags as received by from the suppliers.
2. The issue of cement bags shall be governed as per latest I.S.I Code.
3. No claim whatsoever on account of delay in supply of the above material will be entertained by the Deptt.
4. No claim will as entertained for damages or loss material in custody of the contractor due to rains floods or any other acts of God.
5. In case the amount of financial statement on the accepted rates of the contractor is more than Rs. 1.00 Crore the Cement and steel shall be arranged by the agency at his own cost irrespective of the DNIT.

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**CLAUSE G : HARYANA P.W.D. SPECIFICATIONS 1990 CHAPTER NO. 27  
(SPECIFICATIONS NO. 27 1 (4a & b) at page 813 & 814)**

Subject: Recovery from the contractor for short/excess consumption of departmental Material for the works on through rate basis.

**For excessive consumption of material**

- a) If actual consumption, exceeds the theoretical consumption by 5 percent or less, no action shall be taken. If actual consumption exceeds the theoretical consumption by more than 5% recovery should be made for the excessive consumption of material beyond initial 5% at double the issue rate, provided in the contract where the excess consumption in the opinion of the Executive Engineer, is substantially high he shall bring such cases to the notice of SE for further action, whose decision in all such cases will be final.

**For short consumption of material**

- b) Where the actual consumption of material is short by 5 percent or less no action shall be taken when the work is executed on labour rates or departmentally. Where the work is done on through rate basis, and the actual consumption of cement works out to be less up to 5% than as per the theoretical consumption, the cement so saved shall be returned to store in good condition by the contractor and recovery of cost of material thus saved shall be refunded to the contractor after deducting storage charges subject to the condition that the use of cement less than the prescribed norms will not effect the specification quality & strength. It has also to be certified by JE, AE, & XEN that the work has been carried out strictly in accordance with the relevant specifications when the consumption of materials is short by more than 5% and the work is being done on through rate basis, the rates of items shall be reduced or where it is not possible to determine the exact items on which short material has been used, the cost of material shall be recovered from the contractor at double the issue rate, when the work is done departmentally or on labour rate and the consumption is short by more than 5% the XEN shall investigate the cause of such short consumption and shall bring to the notice of Superintending Engineer, all such action against defaulting Govt. Officials and Contractor as he may deem fit. The decision of the Superintending Engineer in this matter shall be final. It shall also be determined whether the stability of the Structure is affected adversely by short consumption of materials and in cases where it is felt that it is likely to be so, the work shall be rejected. The decision of Superintending Engineer in this regard shall be final.

**Clause H : FAIR WAGES CLAUSE**

- a) The contractor shall pay not less than fair wages to labour engaged by him on the work  
EXPLANATION : - Fair wages means whether for time or piece work notified at the time of inviting tender for the work and where such wages have not been notified, the wage, prescribed by the Chief Engineer B & R Branch Chandigarh for the District in which the work is to be done.
- b) The contractor shall notwithstanding the provision of any agreement to the contrary cause to be paid fair wages to labour indirectly engaged by him on the work including any labour engaged by his sub contractor or with the said work as if the labour had been directly employed by him.
- c) In respect of all labour directly or indirectly employed on the work for the performance of the contract or part of this agreement the contractor shall comply with or cause to be complied with the Pb. P.W.D. contractor, Labour Regulations made by the Government from time to time in regard to the payment of wages. wage period deductions from wages, recovery of wages not paid and deductions up authority made, maintenance of wage book were slip publication of wages and all other terms of employment inspection and submission of periodical returns and all other matters of a like nature.
- d) The Executive Engineer or Sub Divisional Officer concerned shall have the right deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker by the reasons of non-fulfillment of the conditions of the contractor for the benefit of the workers. Non-payment of wages which are not justified by the items of contractor or for non-observance of the regulations referred to in clause (c).

- e) Viz-a-viz the Haryana Government the contractor shall be primarily liable for all payments to be made under and for the observance of the regulation aforesaid without prejudice to his right to claim indemnity for his sub-contract.
- f) The regulations aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of his contract. It will be the responsibility of the contractor to ensure that no damage in case of the tree in the composite and the vicinity their fruits etc. by his labour or agent. Cost of such damage if any, will be assessed at the discretion of the in charge and deduct the same from the bill of contractor. Amount of work can be increased or decreased according of the requirement of the department and no claim on this account will be entertained. The contractor shall be responsible to provide at his own cost the following amenities for the labour employed by him.
1. Suitable temporary hutting accommodation as in the opinion of the Engineer In charge may be necessary.
  2. Trenches, Latrines bathing enclosures and platform separately for men and women and their regulars cleanliness.
  3. Clean drinking water.

In the event of his failure to provide any or all of these amenities the same shall be provided by the Government and the cost be recovered from the contractor. Any dispute regarding the above points shall be settled by the Officer In charge whose decision will be binding.

Should the tender without modify the tender after the opening of the tender his earnest money shall stand forfeited to Nigam. In the case contractor is not registered with the Excise and Taxation Department as a dealer recovery necessary on account of sales tax in respect of material issued to him by the Department will be made from the dues by the Engineer-In-Charge.

The contractor will be required to submit to Labour Welfare Officer/Executive Engineer on the tenth of every month, a return on the prescribed form for the payment of wages under the fair wages clause. This Failure of the contractor to do so will be considered as breach of the contract and will be dealt with as such.

Executive Engineer,  
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HVPNL, Rohtak

**Punjab Public Works Department**  
Contractor's Labour Regulation (Referred to in Clause-23)

**SHORT TITLE: -** The regulations unless otherwise expressly indicated the following words and regulations.

**DEFINITION:-**

In these regulations unless otherwise expressly indicated the following words and expression shall have meanings hereby assigned to them respectively that it so say.

- i) Labour means workers employed by a Public Works Department contractor directly or indirectly through a sub-contractor or other person or any agent on his behalf.
- ii) Fair wages' means wages whether for time or piece work notified at the time of inviting tender for the work and where and where such wages have not been notified the wages prescribed by a Public work Department for the districts in which the works is done.
- iii) Contractor shall include every person whether a sub-contractor or head means on agent employing labour on work taken on contract.
- iv) 'Wages' shall have the same meaning as defined in the payment of wages Act 1983 and includes time and price rate wages.
- v) Display of notice regarding wages to:-  
The contractor shall before the commence work on contract display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at inconspicuous place on the work notice in English and the local Indian Language spoken by the majority of the workers giving the fair. Wages Notified or Prescribed by the PWD and Hours of Working for which Wages are earned

**PAYMENTS OF WAGES**

1. Wages due to every worker shall be paid to him direct.
2. All wages shall be paid in current coin or currency or both.

**FIXATION OF WAGES PERIOD**

3. Contractor shall fix the wages on the contract and shall be paid before expiry of seven days after the last day of wages periods in respect of which the wages shall be payable.
4. When the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the day succeeding the one which his employment is terminated.
5. All payments of wages shall be made on a working day.
6. Wages register and wages slip etc.
  - (i). The contractor shall maintain a wage register of each worker in such form as may be convenient but the same shall include the following particulars :-
    - a) Rate of daily or monthly wages.
    - b) Nature of work on which employed.
    - c) Total number of days at work during each wage period
    - d) Total amount payable for work during each wage period.
    - e) All deduction made from the wages and indicating in each of the ground for which the deductions are made.
  - (ii). The contractor shall also maintain a wage slip for each worker employed to work. The authority competent to accept, may grant an exemption from the maintenance of wage book and wage slip to a contractor who in his opinion may not directly or indirectly employ more than one hundred person on the work.
- 7 Fines and deductions which may be made from wages:
  - a) Fines.
  - b) Deduction for absence from duty place i.e. by the terms of his employment he has requested work. The amount of deductions shall be in proportion to period for which he is absent.
  - c) Deduction for damage to or loss of goods expressly entrusted to person or custody or for loss of money for which he is required to account where such damages or loss is directly attributable to his neglects or default.
  - d) Any other deductions which the P.W.D. may from time to time allow.
  - e). No fine shall be imposed on a worker and deduction for damage or loss shall be made from his wages until the worker is given an opportunity of showing cause against such fines or deductions.
  - f). The total amount of fine which may be imposed in any wages period on worker shall not exceed an amount equal to half an amount in rupee of the wages payable to him in respect of that wage period.
  - g). No fine imposed on any worker shall be recoverable from him by installment or after the expiry of 60 days from the date on which it was imposed.

Executive Engineer

8. Register of fines etc:-
  - (i). the contractor shall maintain a register of fines and of all deductions for damages or loss. Such register shall mention the reason for which fine was imposed or deductions were made for damages or loss made
  - (ii) The contractor will maintain the list in English and in local Indian language clearly defining the act and omissions for which penalty or fine can be imposed. He shall display such list in clean and legible condition in conspicuous places on the work.
9. Presentation of registers:-

The wages book, the wage slip and the register of fines/deduction required to be maintained under these regulations shall be preserved up to 31.03.2020 after the date of last entry made in there.
10. Powers of Labour Welfare Officer to make investigation of enquiries: - The Labour Welfare Officer or any other person authorized by the Haryana Government on their behalf shall have powers to make enquires with a view to ascertaining and enforcing due and proper observance of the wage clause and the provisions of these regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provisions.
11. Report of Labour Welfare Officer :-

The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the result of his investigation or enquiry to Executive Engineer concerned indicating the extent if any to which the default has been committed and the amount of the fine recoverable in this respect or the act of omission of the labour with a notice for necessary deductions from the contractors to be made and the wages and other dues be paid to the labour.
12. Appeal against the decision of Labour Welfare Officer.

Any person aggrieved by the decision & recommendation of Labour Welfare Officer or other person so authorized may appeal to Labour Commissioner but subject to such appeal the decision of officer shall be final and binding on the contractor.
13. Inspection of registers & cards :-

The contractor shall allow inspection of the registers and cards to any of his workers or to his agent at a convenient time and place after due notice is served or to the Labour Welfare Officer or any other person authorized by the Haryana Government on his behalf.
14. Submission of returns :-

The contractor shall submit periodical returns as may be specified from time to time.
15. Amendments :-

The Haryana Government may from time to time add or amend those regulations and on any question as to time application interpretation as affect these regulation the decision of the Labour Commission to Haryana Government or any other person authorized by Haryana Government in that behalf, shall be final

Executive Engineer  
Civil works Division.  
H.V.P.N.L. Rohtak.

Subject:- Const. of 33 KV Capacitor bank and ODSG foundation at 220 KV S/Stn. Nuna Majra (B.Garh) (civil works only).

Sr. No.	Description of Items	HSR Ref	Unit	Total Qty.
<b>A.</b>	<b>Schedule Item (Rs. 313968.00 without GST) (After reverse Calculation )</b>			
1	Earth work in excavation in foundation, trenches etc in all kind of soil not exceeding 2 mtrs depth	<b>6.6</b>	cum	47.07
2	Cement conc.1:4:8 with stone ballast 20mm nominal size in F&P	<b>10.38</b>	cum	4.27
3	CC 1:1.5:3 with stone agg.20mm in nominal size in cols.	<b>10.86+10.95a</b>	cum	18.66
4	CC 1:1.5:3 with stone agg.20mm in nominal size in raft, footing, pedestal	<b>10.90+ 10.95a</b>	cum	17.92
5	Supply M.S round holding or anchor bolts with nuts & washer plate complete.	<b>18.15 b</b>	kg	672.84
6	Cold twisted deformed bars for RCC works. Main slab 125 mm thick 10 mm dia	<b>18.22</b>	kg	1693.10

Sr. No..	Description of items	Ref.	Unit	Rate (In Rs.)	Total Qty.
<b>B.</b>	<b>Non Schedule Item ( Rs. 22625.00) (without GST)</b>				
1	Layout charges	N.S.	No.	<b>3000</b>	1.00
2	Collecting & Re-Spreading of Gravel in Yard area (01 no.)	N.S.	Cum	<b>599</b>	24.75
3	Arrangement & hiring/wiring charges & labour for fixing templates incorrect alignment level i.e. labour for fixing bolts in true vertical position complete in all respect	N.S.	No.	<b>300</b>	16.00

**Note: - The quantity can be increased or decreased as per site requirement.  
All Qty. are as per sanctioned estimate no.TCR-117/2020-21.**

**HDM**  
**Civil Works Division**  
**HVPNL Rohtak**

**XEN**  
**Civil Works Division**  
**HVPNL Rohtak**

## **Check list for Technical Bid**

1. Copy of valid Enlistment
2. Copy of PAN
3. Experience Certificate.
4. Cancelled Cheque.
5. EMD, cost of tender document and E-service charges.
6. Work contract tax, income tax, water charge etc. as applicable shall be deducted from the bill
7. Copy of GST No.
8. Copy of EPF / ESI No.

Executive Engineer  
Civil works Division.  
H.V.P.N.L. Rohtak.

**Price Bid Format**

Name of Work:- Const. of 33 KV Capacitor bank and ODSG foundation at 220 KV S/Stn. Nuna Majra (B.Garh) (civil works only) (Detailed activity as per BOQ provided in the Tender Document)

E-Tender Enquiry No. – 05/CWR/2020-21

Dated:01.09.2020

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Estimated Rate in Rs. P</b>	<b>TOTAL AMOUNT Without Taxes in Rs. P</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>53</b>	<b>55</b>
1.01	Schedule Items	1.000	Nos	313968.00	<b>313968.00</b>	INR Three Lakh Thirteen Thousand Nine Hundred & Sixty Eight Only
1.02	Non Schedule Items	1.000	Nos	22625.00	<b>22625.00</b>	INR Twenty Two Thousand Six Hundred & Twenty Five Only
<b>Total in Figures</b>					<b>336593.00</b>	INR Three Lakh Thirty Six Thousand Five Hundred & Ninety Three Only
<b>Quoted Rate in Figures</b>			<b>Select</b>		<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>					<b>INR Zero Only</b>	

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