

**SHORT TENDER NOTICE**

<b>GURUGRAM UNIVERSITY</b>	
<b>Notice Inviting Tender</b>	
<b>No. GUG/CE/2021/669</b>	<b>Dated:17.08.2021</b>
On Behalf of Vice Chancellor of Gurugram University Bids are invited from eligible bidders offline for the work detailed in the table.	
<b>Name of Work:</b>	<b>Supply of 43 Nos.Almirah's in Gurugram University, Sec-51,Gurugram.</b>
<b>Cost: Rs4,30,000/- Earnest Money: 8,600/-</b>	
<b>Tender Document Fee+ Processing Fee:</b>	
<b>1000+1000=2000+18%GST=2360/-</b>	
<b>Time Limit: 30days</b>	
<b>BidSubmissionDate: 25.08.2021 at 3:00 pm in the office of E.E at Gurugram University, Sec-51,Gurugram physically.</b>	

**ForandonbehalfofViceChancellor**

**ExecutiveEngineer  
GurugramUniversity,  
Gurugram**



GURUGRAM UNIVERSITY GURUGRAM

SHORT TENDER NOTICE INVITING TENDERS

On behalf of Vice chancellor, GURUGRAM University, Gurugram Offline bids are hereby invited from the Empanelled manufacturers for supply of Furniture in Gurugram University, Gurugram.

Sr. No	Name of Work	Tender Amount	Tender Document Fee+ Processing Fee(Non-Refundable)	Earnest Money	Bid Submission Date & Time
1.	Supply of 43Almirah's in Gurugram University, Sector-51, Gurugram.	Rs 4,30,000/-	1000+1000 =2000+18 %GST= Rs 2360	Rs 8,600	25.08.2021 at 3:00pm

1. Tenders will be received offline and technical bids will be opened by the GURUGRAM University, Gurugram on **bid submission date i.e on 25.08.2021 at 3:30 pm**. In the presence of tenderers or their authorized agent who may like to be present.
2. Tenders must be submitted offline in the GURUGRAM University Gurugram. The Technical bids / Envelopes are to be submitted in person by the intending contractor or his agent to the GURUGRAM University Gurugram.
3. Deleted.
4. Deleted.
5. Deleted.

6. The tender shall be submitted by the tenderer in the following three separate envelopes offline:-
- a. Earnest Money - Envelope 'ED'
  - b. N.I.T. and Technical Bid - Envelope 'TI'
  - c. Tender in Form – A (Price Bid) - Envelope 'CI'

**Note: Earnest Money in shape of Demand Drafts/ Deposit at call duly pledged in favour of Gurugram University, Gurugram payable at any scheduled bank at Gurugram must accompany each tender.**

Above envelopes, (as applicable) shall be kept in a bigger outer envelope, which shall also be sealed.

7. In the first instance, the Envelope – 'ED' of all the Bidders containing the Earnest Money shall be opened physically. If the Earnest Money is found proper and in order, the Envelope 'TI' containing Technical Bid shall be opened in the presence of such contractors who choose to be present. The Financial Offer in Envelope in 'CI' shall be opened only of those tenderers who meet the qualification criteria as per the Bid documents. The date of opening of Financial Bid shall be fixed after the opening of Technical Bid.
8. Deleted.
9. Deleted.
10. Deleted.
11. The contractual agencies should submit their tender documents strictly as per the Key Dates mentioned in these bid documents.
12. Deleted.
13. DNIT & Pre-qualification eligibility criteria can also be seen on any working day during office hours in office of the Chief Engineer.
14. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
15. Deleted
16. Tender which is not accompanied with the earnest money or not accompanied with full amount of earnest money depicted in the NIT shall not be considered / opened.
17. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
18. If any tenderer, modifies or withdraws his tender subsequent to submitting it to the Chief Engineer, Gurugram University, Gurugram, while on one hand he is liable to be blacklisted, on the other hand his earnest money shall be forfeited without prejudice to other rights and remedies available to the Chief Engineer.
19. The rates of the contractors shall remain open for a period of four months from the date of opening of the price bids and if a contractor submits a tender limiting the period of validity to a date earlier, then he shall be liable to be blacklisted and his earnest money shall stand forfeited without prejudice to other rights and remedies available to the Chief Engineer.
20. The contractor whose tender is accepted will be required to execute a contract deed in the prescribed form and will be required to furnish 5% security for the due fulfillment of this contract or alternatively at the discretion of the Engineer-in-charge it will be deducted from the running payments to be made on account of work done. (The earnest money will be treated as part of security).
21. The approval of the acceptance of tender will rest with the Vice Chancellor, Gurugram University, Gurugram who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of tenders received without assigning any reason.

No conditional tender should be given. A conditional tender is liable to be rejected out rightly at the discretion of the accepting authority. In the alternative the accepting authority may treat the conditions as null and void and make a counter offer to the tenderer to do the work at the premium or rebate/rates quoted by him without

conditions. If the tenderer refuses to accept the said counter offer to do the work at the

premium or rebate/rates quoted by him without the condition within one week of the counter offer having been made by the accepting authority, his earnest money shall stand forfeited and the tenderer shall have no claim to the same whatsoever.

22. **The successful tenderer shall have to sign an affidavit to the effect that he has no relation or connection with firm/contractor blacklisted by Gurugram University Gurugram/GURUGRAM UNIVERSITY GURUGRAM/Haryana Govt./Govt. of India, from time to time as per the form of affidavit attached with these biddocuments.**
23. The earnest money deposited for the tender will not be returned to the contractor's/firm's till the acceptance of tender or four months, whichever is earlier.
24. Pre Bid meeting will be held on (if applicable) (N/A).
25. Deleted.
26. Sales / Works Tax, Income Tax, Labour cess or any other tax will be deducted from the bills of contractor as per the instructions of the Govt.

Executive Engineer Gurugram  
University,  
Gurugram

**CONDITIONS**

1. No Tender/EOI will be considered if the agency failed to qualify the terms & conditions/eligibility mentioned in Tender/EOI document.
2. The undersigned reserves the right to reject any or all the Tender/EOI without assigning any reason whatsoever and no conditional and postal Tender/EOIs will be accepted.
3. The offer will remain valid upto 120 days from the date of opening of Tender/EOIs.
4. Proof of GST, EPF, ESI, etc. is to be supplied before issuance of Tender/EOI.
5. After approval of Tender/EOI, the agency shall submit the work program for execution of work and get it approved from the Engineer-in-Charge in the time limit prescribed in the Tender/EOI document.
6. The jurisdiction of court will be at Gurugram/Chandigarh.
7. Deleted.

**For and on behalf of Vice Chancellor**

Executive Engineer  
Gurugram University  
Gurugram

**SECTION-1**

**INSTRUCTIONS TO BIDDERS(ITB)**

## SECTION 1: INSTRUCTIONS TO BIDDERS

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A. GENERAL

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**1 Scope of Bid**

Deleted.

The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

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

**2. Source of Funds**

2.1 The expenditure on this project will be met from the Client Department.

**3. Eligible Bidders.**

**This Invitation for Bids is open only** from the Empanelled manufacturers for supply of Furniture in Gurugram University, Gurugram.

**4. Qualification of the Bidder**

**. The Bidder should be Empanelled manufacturers for supply of Furniture in Gurugram University, Gurugram.** All bidders shall provide in Section-2, Forms of Bid and Qualification Information a preliminary description of the proposed work method and schedule, including drawing and charts, as necessary. The proposed methodology should include program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

Deleted.

Deleted.

Deleted.

Deleted.

Deleted.

**5. One Bid per Bidder.**

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**6. Cost of Bidding.**

The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**7. Site Visit.**

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

**B. BIDDING DOCUMENTS**

## 8. Content of Bidding Documents.

The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars.
	Invitation for Bids
1	Instructions to Bidders
2.	Qualification Information, and other forms.
3	Conditions of Contract
4.	Contract-Data.
5.	Technical Specifications
6.	Form of Bid.
7.	Bill of Quantities.
8.	Securities and others forms
9.	Drawings
10.	Documents to be furnished by the bidder.

8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid documents shall be rejected.

## 9. Clarification of Bidding Documents.

9.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Deleted.

## 10. Amendment of Bidding Documents.

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by e-mail to the Employer. The Employer will assume no responsibility for postal delays.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

### C. PREPARATION OF BIDS

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#### 11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

#### 12. Documents Comprising the Bid.

The bid to be submitted by the bidder (refer Clause 8.1) shall be in two separate parts: Part-I

I shall be named "Technical Bid" which will be submitted offline.

- (i) For bidding documents downloaded from website (refer IFB).
- (ii) Bid Security in the form specified in Section 8.
- (iii) Qualification Information and supporting documents as specified in Section 2.
- (iv) Certificate, undertakings, affidavits as specified in Section 2.
- (v) Information pursuant to Clause 4 of these instructions.
- (vi) Undertaking that the bid shall remain valid for the periods specified in Clause 15.1.

Part-II shall be named "Financial Bid" and shall comprise.

- (i) Form of Bid as specified in Section 6.
- (ii) Priced Bill of Quantities for items specified in Section 7.

Following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section.	Particulars
1.	Invitation for Bids (IFB).
2.	Instructions to Bidders.
3.	Conditions of Contract.
4.	Contract Data.
5.	Specifications.
6.	Drawings

#### 13. Bid Prices.

The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

The intending Contractors shall fill in the rate at its appropriate places in figures. *Items for which no rate or price is entered by the bidder will not be paid for by the Employer and considered as nil rate.*

All taxes, duties cess, other levies and surcharge as applicable from time to time payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

**13.4 100% GST will be Borne by the contractor** & GST as per rules shall be deducted from the payments due to the contractor.

#### **14. Currencies of the Bid and Payment.**

The unit rates and the price shall be considered in Indian Rupees. All payments shall be made in Indian Rupees.

#### **15. Bid Validity.**

Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission. A bid valid for a shorter period shall be rejected by the Vice Chancellor (Gurugram University). as non-responsive. In exceptional circumstances, prior to expiry of original time limit, the Employer may request that the bidder may extend the period of validity for a specified additional period.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.

In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows;

The price shall be increased by the factor of 0.2% for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder.

Bid evaluation will be based on the bid prices without taking into consideration the above correction.

#### **16. Bid Security.**

Deleted  
Bank guarantees for Bid Security shall not be accepted.

Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

The Bid Security of unsuccessful bidders will be returned within 45 days of the end of the bid validity period specified in Sub-Clause 15.1.

The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

The Bid Security may be forfeited.

- (a) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or.
- (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - (i) sign the Agreement; or.
  - (ii) furnish the required Performance Security.
  - (iii) If the bidder modify his bid at his own level after opening of tender through e-tendering during the period of bid validity.

**17. Alternative Proposals by Bidders.**

No alternative proposal shall be accepted.

**18. Format and Signing of Bid**

Deleted

**D. Submission of Bids**  
**19. Deleted.**

**20. Deleted.**

**21. Deleted.**

**22. Deleted.**

## E. BID OPENING AND EVALUATION

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### 23 Bid Opening

The Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will open all the Bids received (except those received late), including+- modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clause 23.3. In the even of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day.

#### Deleted.

The “Technical Bid” shall be opened first.

The amount of earnest money, forms and validity shall be announced. Thereafter, the bidders’ names and such other details as the Employer may considered appropriate, will be announced by the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) at the opening.

Evaluation of the technical bids with respect to bid security, qualification information and other information furnished pursuant to clause 12.1 of ITB shall be taken up and completed on the date of bid opening and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

The date & time of opening of the Financial Bid will be announced by the Employer.

23.7. At the time of opening of “Financial Bid”, the names of the bidders whose bids were found responsive in accordance with Clause 23.4 will be announced. The bids of only those bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discounts and such other details as the Employer may consider appropriate, will be announced by the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) at the opening. Any Bid price or discount, which is not read out and recorded, will not be taken into account in Bid Evaluation.

23.8 The Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will prepare the minutes of the bid opening including the information disclosed to those present in accordance with sub clause 23.6.

### 24. Process to be Confidential

a. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced, Any efforts by a Bidder to influence the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) processing of Bids or award decisions may result in the rejection of his Bid.

### 25. Clarification of Financial Bids

a. To assist in the examination, evaluation, and comparison of Bids, the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Engineer in charge in the evaluation of the Bid in accordance with Clause 27.

b. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

c. Any efforts by the Bidder to influence the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) in the Employer’s bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders’ bid.

### 26. Examination of Bids and Determination of Responsiveness

a. During the detailed evaluation of “Technical Bids”, the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities

and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the “Financial Bid”, the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e. priced bill of quantities, technical specifications, and drawings.

b. A substantially responsive “Financial Bid” is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) right or the Bidder’s obligations under the Contract; or (c) whose rectification would effect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

c. If a “Financial Bid” is not substantially responsive, it will be rejected by the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) and may not subsequently be made responsible by correction or withdrawal of the non-conforming deviation or reservation.

## **27. Correction of Errors.**

a. “Financial Bids” determined to be substantially responsive will be checked by the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

b. The amount stated in the “Financial Bid” will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner.

(a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the ‘bid price’ and the increase will be treated as rebate;

(b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the ‘bid price’

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

## **28. Deleted**

## **29. Evaluation and Comparison of Financial Bids.**

a. The Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.

b. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause 27; or

(b) Making an appropriate adjustment for any other acceptable variations. deviations; and

(c) deleted.

c. The Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) reserves the right to accept or reject any variation or deviation, Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

d. The estimated effect of the price adjustment conditions under Clause-47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid

evaluation.

e. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set for the in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

f. A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

### 30. Deleted

## F. AWARD OF CONTRACT

### 31. Award Criteria

Subject to Clause 32, the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will award the Contract to the Bidder whose Bid has been determined.

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid.

### 32. Employer's right to accept any Bid and to reject any or all Bids

a. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the effected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer action.

Normally, the lowest responsive tender (L1) shall be accepted unless there is some valid objection like, his record of failure in execution of formal works or his rates being abnormally low and not workable, etc

Tenders shall be accepted by Vice Chancellor of Gurugram University.

### 33. Notification of Award and Signing of Agreement

a. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by Email confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

b. The notification of award will constitute the formation of the Contract, subject only to the furnishing of performance security in accordance with the provisions of Clause 34.

c. The agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

d. Upon the furnishing by the successful Bidder of the Performance Security, the Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will promptly notify the other Bidders that their Bids have been unsuccessful.

33.5 If the lowest tenderer (L-1) backs out, his earnest money shall be forfeited, the agency will be debarred for

giving tenders for one year and the second lowest tenderer (L-2), third lowest tenderer (L-3) in order of sequence, may be called upon to bring his offer to the same level as the originally first lowest tenderer. In the event of their refusal to do so, tenders shall be recalled. In case of great urgency, authority competent to accept the tender may authorize call of limited or short notice tenders.

#### **34. Performance Security**

**Deleted.**

#### **34. Deleted**

#### **35. Corrupt or Fraudulent Practices**

a. The Registrar/ Officer Nominated by Vice Chancellor (Gurugram University) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time; to be awarded a contract with Govt. of India/State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.

b. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 23.3 and Sub-Clause 59.2 of the Conditions of Contract.

#### **38. Debarring**

If the agency submits Financial Bid through e-tendering but fails to submit either bid security or the Technical bid or both, then the agency will be debarred from further tendering in Haryana Gurugram University for minimum one year.

#### **39. Payment System**

The agency/bidder to whom the work is allotted shall be paid lowest of the following in the running/final bills:

1. Amount calculated with the accepted rates of the lowest agency.
2. Amount worked out with the rates of L-2/L-3/L-4 and soon
3. Amount worked out with the accepted percentage **above/below** HSR+CP/analytical rates/NS item rates worked out in financial statement. Financial statement will be made a part of agreement.

**40. Completion of work**

The agency to whom the work is allotted shall complete the entire work as per drawing irrespective of quantities in the DNIT. The agency is bound to consult the drawings before tendering and tender the work accordingly.

**41. Withdrawal of items**

The Employer can withdraw any item of DNIT at any stage. No claim on account of withdrawal will be entertained.

APPENDIX to ITB.

Deleted.

ANNEXURE-I

Deleted.

ANNEXURE-II

Deleted.

**SECTION-2**

**QUALIFICATION INFORMATION**

1. Deleted.
2. Deleted

3. **Additional Requirements**

Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

- (i) Affidavit
- (ii) Undertaking

**AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ have abandoned any work Govt. of India/or any State or Govt. undertakings nor any contract awarded to us for such work have been rescinded on account of our default, during last five years prior to the date of this bid.

Or

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

a.

b.

c.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
\_(Title of Officer)

\_\_\_\_\_  
(Name of Firm)

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_

\_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work during implementation of the Contract.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
(Title of officer)

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
**DATE**

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**SECTION-3**

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**CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

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## Conditions of Contract

### A.GENERAL

#### 1. Definitions

Terms which are defined in the Control Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

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

**Compensation Events** are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer-in-Charge in accordance with Sub Clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial bids.

The **Contractor Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

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

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer-in-Charge) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in-Charge by issuing an extension of time.

**Materials** are all; supplies, including consumables, used by the contractor for incorporation in the Works

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer-In-Charge.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract which includes work on the Site.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer-in-Charge, which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as provided in the bidding documents, BOQ and drawing set c. and as directed by the Engineer from time to time defined in the Contract Data.

## 2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance; Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in-Charge will provide instructions clarifying queries about the Conditions of Contract.

If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following order or priority:

- (1) Agreement.
- (2) Letter of Acceptance, notice to proceed with the works.
- (3) Contractor's Bid
- (4) Contract Data.
- (5) Conditions of Contract including Special Conditions of Contract.
- (6) Specifications.
- (7) Drawings
- (8) Bill of quantities and
- (9) Instructions to bidders
- (10) Any other document listed in the Contract Data as forming part of the Contract.

### 3. **Language and Law**

The language of the Contract and the law governing the Contract are stated in the Contract Data.

### 4. **Engineer's Decisions.**

4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### 5. **Delegation**

The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### 6. **Communications**

6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of India Contract Act.).

### 7. **Sub-contracting**

7.1. The Contractor may sub-contract any portion of work, upto a limit specified in Contract Data, with the approval of the Engineer-in-Charge but may not assign the Contract without the approval of the Employer in writing. Sub-contracting does not alter the Contractor's obligations.

7.1(a) However, the work of Electrical & Public Health items can be subletted to Sub Contractor possessing required valid enlistment of Electrical & PHED after approval from the Employer. In case of Electrical items, approval for subletting shall be given by Employer after recommendation from SE (Elect.).

### 8. **Other Contractors**

8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the date given in the Schedule of other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

### 9. **Personnel**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule. In case of non-employment of key personnel action can be taken as per clause 59 of conditions of contract & deduction will be made from the bills/ due payment of the contractor on account of salary per month of key personnel as per Annexure- II of Section-I @ of Rs. 30,000/- P.M for Sr.No.1, Rs.50,000/- P.M for Sr.No.2 and Rs.1,00,000/- P.M for Sr.No.3. +14% departmental charges.

If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff for his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

### 10. **Employer's and Contractor's Risks.**

10.1. The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

### 11. **Employer's Risks**

The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause

due solely to the design of the Works, other than the Contractor's design.

**12. Contractor's Risks.**

12.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**13. Insurance.** (For contract(s) above Rs.5.00crores)

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover (contractor all risks policy) from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles states in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment.
- (c) Loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Personal injury or death.

Policies and certificates for insurance shall be delivered by the Contractor to the Engineer-in-Charge before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due. 14% Departmental charges over payment of premiums will also be recovered from the contractors.

Alterations to the terms of an insurance shall not be made without the approval of the Competent authority.

**14. Site Investigation Report.**

14.1. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder. In case such information is not available in the contract data, the Contractor shall gather such information from the office of Engineer-In-Charge. No claim on account of non availability will be entertained.

**15. Queries about the Contract Data.**

15.1. The Engineer-in-Charge will clarify queries on the Contract Data.

**16. Contractor to Construct the Works**

16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

**17. The Works to be completed by the Intended Completion Date.**

17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer-in-Charge, and complete them by the Intended Completion Date.

**18. Approval by the Engineer-in-Charge**

The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer-in-Charge, who is to approve them if they comply with the Specifications and Drawings. The Contractor shall be responsible for design of Temporary Works.

The Engineer-in-Charge's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer-in-Charge before their use.

#### **19. Safety**

19.1. The Contractor shall be responsible for the safety of all activities on the Site.

#### **20. Discoveries**

20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer-in-Charge of such discoveries and carry out the Engineer-in-Charge's instructions for dealing with them.

#### **21. Possession of the Site**

21.1. The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

#### **22. Access to the Site**

22.1. The Contractor shall allow the Engineer-in-Charge and any person authorized by the Engineer-in-Charge access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

#### **23. Instructions**

23.1. The Contractor shall carry out all instructions of the Engineer-in-Charge pertaining to works which comply with the applicable laws where the Site is located.

#### **24. Dispute Redressal System**

In case of contract(s) of value lesser than Rs.2 cr., the agency will make an appeal to the Appellant Authority i.e. concerned Engineer In charge who will decide the issue within 90 days. In case of dissatisfaction on the part of the contractor, he can go to Court after the decision of this appeal or after 90 days in case of no decision from the Appellant Authority.

In case of contract(s) of value more than Rs.2.00 cr. and less than Rs.10.00 cr., the agency will make an appeal to the Appellant Authority i.e. concerned who will decide the issue within 90 days. If the contractor is not satisfied with the Appeal, he can go for Arbitration. Adjudication of the dispute shall be done by Sole Arbitrator to be appointed by the Vice Chancellor of Gurugram University, Gurugram from the list of Arbitrators approved by the Govt.

For disputes relating to contract(s) of value higher than Rs.10 cr., the agency may first appeal to the concerned Engineer In charge. In case the contractor is not satisfied with the appeal he can go for the Arbitration. The arbitration shall be done by three members tribunal with composition as below.

The composition of the Tribunal will be:

- I. One official member, Chairman of the Tribunal, not below the rank of Chief Engineer (Serving/retired) of the State Govt./State Govt. Undertakings/ Corporations to be appointed by the Vice Chancellor of Gurugram University, Gurugram.
- II. One official member not below the rank of Superintending Engineer (Serving/retired) of Deptt of Haryana State/ Corporations .to be appointed by Govt.
- III. One non-official member who will be technical expert not below the rank of Superintending Engineer (Serving/retired) of Hr. State Deptt./ Corporations selected by the Contractor from a panel of three persons given to him by the Employer.

The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Tribunal may allow one opportunity to the Contractor and the

Employer for oral arguments for a specified period. The Tribunal shall give its decision within a period of 180 days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

The decision of the Tribunal will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Tribunal above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.

The Fee and other charges payable to an Arbitrator in arbitration case shall be as given in the schedule below:-

Sr. No.	Agreement Amount	Fee Payable of Sole Arbitrator/eac h Arbitrator in Tribunal	TA/DA	Charges for Computer Operator/Clerk	Reading fee and award writing including typing charges and stationeryetc.
1.	Up to Rs. 2.00 crore	No .Arbitrator required			
2.	More than Rs. 2.00 Cr. But uptoRs. 10.00 crore (Sole Arbitrator)	Rs. 10,000/- per hearing and maximum Rs. 2.00 lacs for whole proceedings.	As per Govt. Rules	Rs.1000/- per hearing and maximum Rs. 20,000/- for the whole proceedings	25,000/- lumpsum+14%Deptt. Charges.
3.	More than 10.00 crores Tribunal comprising of three Arbitrators)	Rs.12,500/-per Hearing and Maximum Rs.3.00 lacs for Whole Proceedings to each Arbitrator.	As per Govt. Rules	Rs. 1250/-per hearing and maximum Rs. 25,000/for the Whole Proceedings	25,000/- (lumpsum) each Arbitrator of Tribunal +14% Deptt. Charges.

The fees structure given above will be shared equally by both parties

## 25. Arbitration

Asperprovisionsoftheclause24ofDisputeReddresselSystem.TheclaimantshalldepositwiththeEngineer- In- Charge a claim fee @2% of claim amount or as prescribed in tender document. On termination of the arbitration proceedings, this fee shall be adjusted against the cost, if any, awarded by the arbitrator (or arbitral tribunal) against the claimant party and the balance remaining after such adjustment, and in the absence of such cost being awarded, the whole of the sum will be refunded within one month of the date of theaward.

## 26 Deleted

## B. TIME CONTROL

### 27. Program

Within the time stated in the Contract Data the Contractor shall submit to the Engineer-in-Charge for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flowforecast.

An update of the Program shall be a Program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

The Contractor shall submit to the Engineer-in-Charge, for approval, an updated Program at intervals no

longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer-in-Charge may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

The Engineer-in-Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer-in-Charge again at any time. A revised Program is to show the effect of Variations and Compensation Events.

**28. Extension of the Intended Completion Date**

The Engineer shall extend the Intended Completion Date, with approval from authority competent to grant time extension as mentioned in Clause 16.16.6 of PWD code through employer, if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

The Clause 16.16.6 is reproduced as under:-

**"16.16.6** The authority competent to technically sanction the estimates shall have the power to grant EOT. However, to check disproportionate EOTs and to ensure uniformity in approach, the Engineer-in-Chief shall issue instructions in this regard from time to time:"

The Engineer with the approval of the authority competent to grant time extension as per PWD Code Clause 16.16.6 through employer shall decide whether and by how much to extend the Intended Completion date within 60 days of the Contractor asking the Engineer-in-Charge for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the Contractor has failed to give early warning of delay or has failed to cooperate in dealing with a delay, the delay by the failure shall not be considered in accessing the new Intended Completion Date.

The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the employer. The employer shall refer the case to the authority competent to grant time extension as per Clause 16.16.6 of PWD Code within further 14 days for his decision. If the authority competent to grant time extension fails to give his acceptance within next 28 days, the engineer shall not grant the time extension and the Contractor may refer the matter to the Dispute Redressal System under clause 24.1. In case the employer happens to be the authority competent to grant time extension, he would convey his decision to the Engineer within 42 days.

**29. Deleted**

**30. Delays Ordered by the Engineer-in-Charge**

The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Works.

**31. Management Meetings**

Either the Engineer-in-Charge or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure. One meeting in each quarter is mandatory for smooth running of works. Proceedings of meeting may be circulated to all including Head office.

The Engineer-in-Charge shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**32. Early Warning**

The Contractor is to warn the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer-in-Charge may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

The Contractor shall cooperate with the Engineer-in-Charge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer-in-Charge.

### C. QUALITY CONTROL

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#### 33. Identifying Defects

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

#### 34. Tests

If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

#### 35. Correction of Defects

The Engineer-in-Charge shall give notice to the Contractor of any Defect (structural, technical or routine maintenance nature) before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability period shall be extended for as long as Defects remain to be corrected. The defects shall include the routine maintenance activities as well.

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

#### 36. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the Defect corrected, and the Contractor will pay double of this amount.

### D. COST CONTROL

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#### 37. Bill of Quantities

The Bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

The Bill of Quantities is used to calculate the Contractor Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

#### 38. Changes in the Quantities & Payment Variation.

The quantities of all items given in the schedule are tentative. These can be increased or decreased as per working Architectural drawings/structural drawings & nothing extra shall be paid. The Engineer-in-Charge shall have power to make any alteration/ omission addition to or substitutions for the original specifications, drawings, design and instruction that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall not

invalidate the contract, any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same terms & conditions in all respects on which he agreed to do the main work, and the same rates as are specified in the tender for the main work.

if the altered additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the Haryana Schedule of rates plus ceiling premium subject to the same percentage above or below as per financial statement of the contract and if such class of

work is not entered in the schedule of rates then the contractor shall within seven days of the date of the date of receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work. If the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor's shall commence work or incur any expenditure in regard there to before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid according to such rate or rates as shall be fixed by the Engineer-In-Charge. In the event of a dispute the decision of Employer shall be final.

**38.3 Deleted.**

**39. Deleted.**

**40 Deleted**

**41. Cash Flow Forecasts**

When the Program is updated, the contractor is to provide the Engineer-in-Charge with an updated cash flow forecast.

**42. Payment Certificates**

The Contractor shall submit to the Engineer-in-Charge monthly statements of the estimated value of the work completed less the cumulative amount certified previously by 1<sup>st</sup> week of the month. In case contractor does not submit his bill by 1<sup>st</sup> week of the month, Engineer-In-Charge shall get the monthly statement of the estimated value of work completed less cumulative amount prepared by the end of third week of the month. This procedure will be followed even if no work is carried out at the site of work.

The Engineer-in-Charge shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the conditions of contract.

The value of work executed shall be determined by the Engineer-in-Charge.

The value of work executed shall comprise the value of the quantities of the Compensation Events. The

value of work executed shall include the valuation of Variations and Compensation Events.

The Engineer-in-Charge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

**43. Payments**

If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest @10% per annum upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by the other rates and price in the Contract.

**44. Compensation Events**

The following are Compensation Events unless they are caused by the Contractor;

- (a) The Employer does not give access to 80% of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer-in-Charge orders a delay or does not issue drawings, specifications or instructions required for execution of works due to which the work is delayed. However, these can be issued from time to time during the execution of the work.

- (d) The Engineer-in-Charge instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (e) The Engineer-in-Charge does not approve of a subcontract to be let, within 30 days.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available and from a visual inspection of the site.
- (g) The Engineer-in-Charge gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they caused delay or extra cost to the Contractor.
- (i) The advance payment is delayed, beyond 45 days after receipt of application and bank guarantee.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Engineer-in-Charge unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer-in-Charge shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer-in-Charge and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer-in-Charge shall adjust the Contract Price based on Engineer-in-Charge's own forecast. The Engineer-in-Charge will assume that the Contractor will react competently and promptly to the event.

The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer-in-Charge.

#### 45. Tax

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

#### 46. Currencies

All payments shall be made in Indian Rupees.

#### 47. Price Adjustment (Applicable Only if the Projects Exceeds More than 18 Months).

The rate of cement/steel issued under the authority of Engineer-in-Chief Hr. PW (B&R) Deptt., Chandigarh on the date of receipt of tender shall be considered as base rate. If during execution of the works, the rate of cement/steel increases or decreases, the difference in cost shall be paid/ recouped from the contractor in the bill, as per formula given on contract data atsr.no.23 subject to the following conditions:-

The cement/steel will be arranged by the Contractor.

The contractor shall submit original bill/ voucher while claiming the payment for the work done. The bill/ voucher should pertain to the period of original contractual time limit and should correspond with the progress of work. No extra payment due to increase in rate of cement/steel will be paid if the original bill/ vouchers are not submitted by the agency. No increase in prices of the cement/steel shall be reimbursed to the contractor beyond the original time period allowed for construction as per contract agreement irrespective of extension of time limit granted to the agency for any reason, whatsoever.

After approval of tender, the Contractor shall submit the work Program for execution of work and get it approved from the Engineer-in-Charge in the time limit prescribed in the tender document. The increase in rates of cement/steel shall only be paid if the work is carried out within the prescribed period as per the approved work Program.

To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

#### **48. Retention Money**

**48.1** 5% (Five percent) retention money shall be deducted from running bills subject to a maximum of 5% of the agreement amount and shall be refunded 50% immediately after completion of work to the satisfaction of Engineer-in-Charge & balance 50% will be released after expiry of the **defect liability period**. However, retention money can be released against unconditional Bank Guarantee in favour of department valid for **60 days** beyond stipulated period as per schedule.

#### **49. Liquidated Damages (LD)**

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer-in-Charge shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1. If the contractor achieves the next milestone in time, then LD imposed will be waived off automatically and payment shall be released without any interest in the next bill due to the contractor.

If the Contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract @25000/- per day subject to the maximum penalty of 10% of the actual work done in case of delay.

The engineer may, without prejudice to any other method of recovery deduct the amount of such damages from any money due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

#### **50. Time Schedule: 30 Days**

##### **51. Advance Payment**

The Engineer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Engineer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged on the advance payment.

The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer-in-Charge.

The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor. Following the schedule of completed percentages of the Work on a payment basis. No account shall be

taken of the advance payment or its repayment is assessing valuations of work done, Variations, priceadjustments,

Compensation Events, or Liquidated Damages.

**Secured Advance**

The Engineer-in-Charge shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

**52. Securities**

The Performance Security (Including additional security for unbalanced bids) shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 45 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 45 days from the date of issue of the certificate of completion.

**53. Deleted**

**54. Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's act or omissions.

**E. FINISHING THE CONTRACT**

**55. Completion**

The Contractor shall request the Engineer-in-Charge to issue a Certificate of Completion of the Works and the Engineer-in-Charge will do so upon deciding that the Work is completed.

**56. Taking Over**

The Employer shall take over the Site and the Works within seven days of the Engineer-in-Charge issuing a certificate of Completion.

**57. Final Account**

The Contractor shall supply to the Engineer-in-Charge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. However, the final bill of the work will be passed by the Engineers within 90 days from the date of completion. The final account and final bill are different in nature. The Engineer-in-Charge shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days after the end of defect liability period if it is correct and complete. If it is not, the Engineer-in-Charge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary.

If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer-in-Charge shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

**58. Operating and Maintenance Manuals**

If "as built" Drawing and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

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

**59. Termination**

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

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

- (a) the Contractor stops work for 20 days when no stoppage of work is shown on the current Program

and the stoppage has not been authorized by the Engineer-in-Charge.

- (b) the Engineer-in-Charge instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer-in-Charge is not paid by the Employer to the Contractor within 56 days of the date of the Engineer-in-Charge's certificate;
- (e) the Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge;
- (f) the Contractor does not maintain a security which is required.
- (g) the Contractor has delayed the completion of milestones/work by 30 days and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- (i) Non-employment of key personnel as per clause 9.

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

When either party to the Contract gives notice of a breach of contract to the Engineer-in-Charge for a cause other than those listed under Sub Clause 59.2 above, the Engineer-in-Charge shall decide whether the breach is fundamental or not.

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

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

#### **60. Payment upon Termination**

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

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

#### **61. Property**

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

**62. Release from Performance**

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer-in-Charge shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

**63. Payment System**

The agency/ bidder to whom the work is allotted shall be paid lowest of the following in the running/finals bills:

1. Amount calculated with the accepted rates of the lowest agency.
2. Amount worked out with the rates of L-2/L-3/L-4 and soon
3. Amount worked out with the accepted percentage **above/below** HSR+CP/analytical rates/NS item rates worked out in financial statement. Financial statement will be made a part of agreement. (As per instruction issued vide memo No. 629-696/Genl. Dated 02.02.2012).

1.

**F. SPECIAL CONDITIONS OF CONTRACT****1. LABOUR:**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

**2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer-in-Charge/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer-in-Charge shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damages suffered by the Employer.

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

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) Workman Compensation Act 1923:- The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain

conditions on separation if an employee has completed 5 years service or more on death, the rate of 15

days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

- c) Employee P.F. and Miscellaneous Provision Act 1952:- The Act Provides for monthly contributions by the employer plus workers @10% each. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit insurance linked with death of the worker during Employment.
  - (iii) Payment of P.F. accumulation or retirement/death etc.
- d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take licence from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936:\_ It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotion etc.
- (i) deleted.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50 ). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State-Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:\_ The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:- All the establishment who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required

topaycessattheratenotexceeding2%ofthecostofconstructionasmaybemodifiedbythe

Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948:- The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

**SECTION-4**

**CONTRACT DATA**

**CONTRACT DATA**

**Clause Reference  
with respect**

**to section 3**

**Items marked "N/A" do not apply in this Contract.**

1	The Employer  Name: Registrar/ Officer Nominated by the Vice Chancellor, Gurugram  Address: University, Gurugram	
2	Name of Engineer-In-Charge      Engineer appointed by Gurugram University	[Cl.1.1]
3	The Defects Liability Period is 3 (Three) years from the date of completion of work.	[Cl.1.1 & 35]
4	The Start Date shall be 07 days after the date of issue of the acceptance letter/ work order.	
5	The Intended Completion Date for the whole of the work is <b>01 (One)</b> month after start of work with the following milestones:	[Cl.1.1, 17 & 28]  [Cl.2.2 & 49.1]
6	<b>Milestone dates:</b>  <u>Physical works to be completed Period from the start date</u>  <u>Milestone 1 i.e. 25%</u> 35% of the stipulated time  <u>Milestone 2 i.e. 50%</u> 65% of the stipulated time  <u>Milestone 3 i.e. 75%</u> 85% of the stipulated time  <u>Milestone 4 i.e. 100%</u> 100% of the stipulated time	
7	The site is located in Sector-87, Gurugram	[Cl.1.1]
8	The following documents also form part of the Contract i.e. undertaking of the bidder if any.	[Cl. 2.3(9)]
9	The law which applies to the Contract is the law of Union of India	[Cl.3.1]
10	The language of the Contract documents is English	[Cl.3.1]
11	Limit of subcontracting 20% of the Initial Contract Price	[Cl.7.1]
12	The Schedule of Key Personnel As per Annex.-II of Section I	[Cl.9]

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|----|---|---|
| 13 | The minimum insurance cover for physical property, injury and death is Rs.5 lacs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always. This clause is applicable for contracts more than 1.00 crore initially   | Clause Reference<br>with respect to<br>section 3<br><br>[C1.13] |
| 14 | The Site Possession Dates shall be <u>the date of issue of acceptance letter</u>  | [C1.14]   |
| 15 | The Competent authority in-charge is the Registrar/Officer Nominated by the Vice Chancellor, Gurugram University upto Rs. 1.00 lac. Claim amount.   | [C1.21]   |
| 16 | The Competent authority in-charge is the Registrar/ Officer Nominated by the Vice Chancellor, Gurugram University beyond Rs. 1.00 lac Claim amount.   | [C1.24]   |
| 17 | Deleted.  | [C1.26]   |
| 18 | The period for submission of the Program for approval of Engineers shall be 07 days from the issue of Letter of Acceptance.   | [C1.27.1]   |
| 19 | The period between Program updates shall be <u>90</u> days.   | [C1.27.3]   |
| 20 | The amount to be withheld for late submission of an updated Program shall be 0.25% of contract price subject to max. of Rs. 2.00 lacs.  | [C1.27.3]   |
| 21 | The following events shall also be Compensation Events:<br><br>Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document<br><br>(i) Removal of underground utilities detected subsequently.<br><br>(ii) Significant change in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation.<br><br>(iii) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor.<br><br>(iv) Artesian conditions<br><br>(v) Seepage, erosion, landslide.<br><br>(vi) River training requiring protection of permanent work.<br><br>(vii) Presence of historical, archeological or religious structures, monuments interfering with works.<br><br>(viii) Restriction of access of ground imposed by civil, judicial, or military authority. | [C1.44]   |
| 22 | The currency of the Contract is Indian Rupees.  | [C1.46]   |
| 23 | <b>(a) For contract(s) amounting to more than Rs.1.00 crore,</b><br><br>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) Rs.5000/- Per MT including taxes**

**Ps(Steel Reinforcement Bars) 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(Grey Cement) and Steel (Rebars)** 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.

If the purchase rate of cement and steel is less than the base rate no variation in cost will be payable to the agency.

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'

$$V_c = P_c \times Q_c \times \frac{C_1 - C_{10}}{C_{10}}$$

C<sub>10</sub>

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 Grey cement 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'

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

S<sub>10</sub>

Where,

Vs = Variation in cost of steel reinforcement bars i.e. increase or decrease in the amount in rupees to paid or recovered.

Ps = 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.

Qs = Quantity of steel paid either by way of secured advance or used in the works since pervious bill( whichever is earlier)

S10 = All India wholesale Price Index for Steel (Rebars) 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.

S1 = All India wholesale Price Index for steel (Rebars) 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.**

23. (b) For contract(s) amounting to less than Rs. 1.00crore.

**Schedule showing (approximately) material to be supplied from the GU Store for works contracted to be executed and the rates at which they are to be charged for.**

Particulars	Rates at which the materials will be charged to contractor	Place of delivery

**23. (c) For this contract following Note will be applicable**

**NOTE:--NOMATERIALWILLBEPROVIDED/ISSUEDBYTHEGURUGRAMUNIVERSITY.ALLTHEMATERIAL HAS TO BE ARRANGED BY THE CONTRACTOR/ EXECUTING AGENCY. NOTHING EXTRA ON ACCOUNT OF PROFIT/OVERHEADSWILLBEPAYABLEFORPURCHASE/SUPPLYOFMATERIALBYTHECONTRACTOR..**

24. The proportion of payments retained (retention money) shall be 6% [Cl.48]  
from each bill subject to a maximum of 5% of the contract amount.
25. Amount of liquidated damages for delay in completion of works [Cl.49]  
For Whole of work 1/500 of the Initial Contract Price per day.  
For Milestones (as specified, in item 6 of Contract Data)  
1/500 of the initial contract price per day
26. Maximum limit of liquidated damages for delay in completion of work/milestones [Cl.49]  
10 per cent of the Initial Contract Price rounded off to the nearest thousand.

27. deleted

28 deleted

29 The amount of the advance payment are: (CL:51 &52)

Nature of Advance	Amount (Rs)	Conditions to be fulfilled
I Mobilization equipment	/ Maximum 5 % of the contract price (90% of cost of working equipment)	<p>An interest bearing mobilization advance upto the extent of 5% of contract value (or such limit as prescribed) may be given to contractors for works costing more than Rs.2.00 crores, against unconditional and irrecoverable bank guarantee to be furnished by the contractor equal to the amount of advances paid from time to time. Interest @ Prime Lending Rate (PLR) of SBI prevalent at the time of tender per annum shall be charged against the mobilization advance given to the contractor.</p> <p>The recovery of the mobilization advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of mobilization advance along with interest within 80% of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full mobilization advance, including interest thereon.</p> <p>In case, of slow progress of work, the Engineer-In-Charge comes to a conclusion that the total amount of mobilization advance with interest cannot be recovered by the time 80% of stipulated time is over, the bank guarantee(s) furnished by the contractor may be encashed.</p> <p>If the tender document so provides, the contractor will have the option to furnish mobilization bank guarantee in parts and on recovering of <math>\frac{1}{4}</math>, <math>\frac{1}{2}</math>, <math>\frac{3}{4}</math> and full advance, proportional bank guarantees can be released.</p>
II Secured advance for non-perishable materials brought to site	75% of Invoice value	<p>In case the contractor requires an advance on the security of materials brought to site, Engineer-In-Charge may, on written request from the contractor sanctioned the advance upto an amount 75% or as decided by the Engineer-In-Charge of the value (as assessed by themselves) as stated in the Contract Data of such materials, provided thereof imperishable nature and that a formal agreement is drawn up with the contractors under which Govt. secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or misuse of the material and against the expense entailed for their proper watch and safe custody. If the material is fire prone or can be destroyed fully/partially on storage, it shall be desirable to have it first insured by the contractor. Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought to site. Divisional Officer may, on written request from the contractor, sanction the advance upto an amount of 75% or as decided by the competent authority of the value (as</p>

assessed by themselves) of such materials, provided they are of an imperishable nature and that a formal agreement is drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or misuse of the material and against the expense entailed for their proper watch and safe custody. If the materials is fire prone or can be destroyed fully/partially on storage, it shall be desirable to have it first insured by the contractor.

### III Machinery Advance

For works costing more than Rs.10.00 crores, or such limit as may be prescribed by the Government from time to time, another interest bearing machinery advance to a maximum of 5% of the contract price, depending on merits of the case, can be given with the approval of the Chief Engineer (Buildings) against the new key construction equipment brought to the site, if a written request is made by the contractor.

The advance shall be paid only upon the contractor furnishing (i) an affidavit that the machinery in question is free of any charge or hypothecation with any bank or financial institution: (ii) unconditional and irrecoverable bank guarantee(s) (iii) satisfactory proof of purchase/payment of the machinery, and (iv) a written undertaking that the equipment so purchased by him is required for use on the work in question, is fully serviceable shall work only on that job and shall not be removed from the site without obtaining written approval of the Engineer-In-Charge. The recovery of machinery advance and the interest to be charged thereon shall be as per tender document. Interest @ Prime Lending Rate (PLR) of SBI prevalent at the time of tender per annum shall be charged against the machinery advance given to the contractor.

The recovery of the machinery advance together with interest shall be done through percentage deductions from interim/running payments, in the manner prescribed in the contract. It shall be desirable to recover the total amount of machinery advance along with interest within 80% of the time stipulated for completion. The mobilization bank guarantee shall be released after the recovery of full machinery advance, including interest thereon.

### IV Bank Guarantees

The bank guarantee shall be unconditional, requiring the bank to pay the beneficiary the sum specified in the guarantee on the first demand and without demur, and without reference to the party on whose behalf it has been issued, notwithstanding any dispute or disagreement that might have arisen between the employer and the contractor. The form of bank guarantee shall be prescribed by the departments.

It shall be the duty of the Engineer-In-Charge to obtain independent confirmation about the genuineness of the bank guarantees directly from the bank issuing them. Further, he shall keep them in safe custody and hand them over to his successor when a change of charge takes place. Details of bank guarantees shall be entered into a register which shall be reviewed every month to ensure timely action in respect of renewal of any guarantee, if required, before it expires

(The advance payment will be paid to the Contractor no later than 28 days after fulfillment of the above conditions)

**30 Deleted.**

31 Always provided that the advances shall be completely repaid prior to the expiry of the original time for completion pursuant to clauses 17 and 28.

**Repayment of Secured advance.**

32. The advances shall be repaid from each succeeding monthly payment to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C.] have been incorporated into the Works.

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price

Performance Security for 5 per cent of contract price plus Rs ..... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5.

33. The standard form of Performance Security acceptable to the Employers shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

34. The date by which "as-built" drawings including PH/El fixations (in scale as directed) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be.

35. The amount to be withheld for failing to supply "as-built" drawings by the date required is 1% of the contract value.

36. The following events shall also be fundamental breach of contract:

"The Contractor has contravened Sub-clause 7.1 and Clause 9 of conditions of contract."

37. The Contractor has contravened Sub-clause 7.1 and Clause 9.0 of GCC.

If the Contract is terminated on account of fundamental breach of Contract by the Contractor, then the additional penalty for not completing the work shall be 20 percent of the value of the work not completed in addition to the Liquidated damages,

[Cl:60]

(To be calculated as per Clause 25 of contract date)

**SECTION 5**

**TECHNICAL SPECIFICATIONS**

## 1. SPECIFICATIONS

The work will be executed as per Haryana PWD B&R Specifications as per latest amendment.

In case of any discrepancy the Bureau of Indian Standards shall be followed and then CPWD specifications shall be followed. These will be in order of preference as mentioned below:

- i) Haryana PWD (B&R) Specifications.
- ii) Bureau of Indian Standards.
- iii) CPWD Specifications.
- iv) Delhi Schedule of Rates (DSR)

In case, any item is not covered by all three above, then the decision of Engineer-in-Charge shall be final.

## 2. PREAMBLE

The technical specifications contained herein shall be read in conjunction with the other bidding documents as specified in volume-1.

### SITE INFORMATION

The information given here under and provided else, where in these documents is given in good faith by the employer but the contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the employer is erroneous or insufficient.

The area in which the works are located is mostly plain terrain.

### GENERAL CLIMATIC CONDITIONS

The Variation in daily temperature in this region is as under :-

- (i) During summer months, from about 20°C minimum to 46°C maximum.
- (ii) During winter months, from about 2°C minimum to 28°C maximum.

The average annual rainfall in the area is of the order of 500mm. A good portion of which is concentrated during the months of August and September each year.

The range of relative humidity varies from a minimum of 40% to a maximum of 80%.

**BROAD SPECIFICATION OF STEEL & CEMENT TO BE  
ARRANGED AND USED BY THE CONTRACTOR/BIDDER**

**1. STEEL**

The steel to be used for the work shall be T.M.T. steel as per I.S.1786 Fe. 500 instead of cold twisted Deformed (Ribbed/Tor Steel) bars of the primary producers such as TATA steel Ltd, SAIL, RINL, Jindal Steel & Power Ltd.(Jindal Panther) and JSW steel Ltd or any primary producer as approved by the Direction Committee of Haryana who are using iron ore basic raw material/input and having crude steel capacity of 2.0 million tons per annum and above will be used.

**2. CEMENT**

I.S.I. marked 43 grade ordinary Portland cements as per I.S. 8112 (Latest) packed in HDPE bags of 50kg each from the reputed firm from Birla , J.K., Ambuja, J.P. or as approved by Engineer-in-Charge is to be used by the Contractor/ bidder. Pozallana, Portland cement can be used only in non RCC work.

3. Test Certificate from Shri Ram Test House/ NIT Kurukshetra or any other approved test center shall be supplied by the agency for each lot of material and the cost thereof shall be borne by the agency.

4. Payment of items involving use of cement , steel will be made to the agency only if original voucher or bill of purchase is supplied to the Engineer-in-Charge-in-Charge.

5. No payment of items involving use of cement steel and other material will be made to the agency if it is brought from any other manufacturer other than mentioned in this DNIT and item thus executed will be rejected & No payment will be made for such items.

6. Marble, Dholpur, Kotah or any other type of stone should be used in the work as approved by the Engineer-in-Charge-in-charge.

7. In case factory manufactured items, the contractor will give the name of manufacturers and a warranty certificate of five years in favour of Engineer-in-Charge-in-charge. In case of doors shutters the type of wood used shall also be given by the manufacturer.

8. All material which will be brought to the site either should be got tested at site or a test certificate from the manufacturer will be produced by the contractor .In case Engineer-in-Charge-in-charge is not satisfied with the certificate produced by the contractor then the material will be sent to a reputed laboratory for testing as desired by the Engineer-in-Charge-in-Charge and charges thereof shall be borne by the agency.

9. In case sample is not found up to the specification then the testing expenditure will be borne by the agency and material is to be replaced.

10. If test certificate is not produced by the contractor/manufacturer the same will be got tested at the frequency as in I.S.code/laboratory manual/PWD specification and the entire expenditure will be borne by the agency.

11. The aluminum section to be used in the Joinery work shall be of Jindal or Hindalco.
12. The Cement and Steel will be arranged by the Agency himself at his own cost and the rates quoted by the agency shall also include the cost of Cement and Steel. **NOTHING EXTRA ON ACCOUNT OF PROFIT/OVERHEADS WILL BE PAYABLE FOR PURCHASE/SUPPLY OF MATERIAL BY THE CONTRACTOR..**
13. The Cement manufactured by the mini Cement plant shall not be allowed to use.
14. The contractor shall use canal water for the construction of building or water from any other sources as approved by the Engineer-in-Charge. Water should be got from tested at regular intervals i.e. maximum of 2 (two) months from the laboratory approved by the Engineer-in-Charge and no extra cost will be paid for the same. Water to be used shall meet latest IS standard as per IS 456/other relevant codes. In case canal water is not available, contractor will install RO system of suitable capacity and check quality of water daily from the Lab set up at site in addition to regular testing from reputed lab. **The contractor will keep the RO in good working condition so that the quality of water is as per standards.**

#### **CONDITIONS FOR EARTH WORK**

1. The earth to be used shall be good and free from leaves, mud, vegetable matter slush and other materials.
2. The work shall be carried out strictly in accordance with the P.W.D. specification book of 1990 of latest edition, there to and to the entire satisfaction of the Engineer-in-Charge of the work and as amended from time to time, till the date of final payment.
3. The rate to be quoted shall include all allowances for hardness wetness sales tax forest, dues Octroi, Cess and all such other charges and taxes leviable if any and nothing extra shall be payable to the agency on this account.
4. Nothing shall be paid for any loss of damages done due to rains, floods, or any other act of God.
5. Payment for earth filling will be done on the basis of cross sections as laid down in the Haryana PWD specification No. 6.2 para 27 (b) read with the para 28 and multiplying the ratio of dry built density of the earth and laid to dry bulk density of natural fill.
6. 20% deduction shall be made for actual measured cubic contents in all cases of un-compacted fills to arrive at the net cubic contents/measurements.
7. No earth shall be taken from Govt. land.
8. In case agency brings/use the earth from lesser lead than provided in the D.N.I.T. / analysis. The rate shall be reduced proportionately.
9. Cross section of existing ground at the interval of 15 metres shall be accepted and signed by the Tenderer before start of the work.
10. For calculation of quantity of earth work in filling in building works, leveling/ sections shall be done/ prepared w.r.t. GTS bench mark. For this purpose, a grid of maximum 5m x 5m size will be adopted at site while doing level survey.
11. The earth work will be compacted properly at OMC by rolling / appropriate equipments and density of soil to be achieved as per codal provisions/ specifications to the entire satisfaction of Engineer-in-Charge.
12. Concrete work:- All concrete works shall be executed after manufacturing concrete through batching plant of minimum capacity 15 cum/hr installed at site and placing in position through pump of capacity

15 cum/ hr. The batching plant along with pump both of requisite capacity will be installed by the agency at the site of work (as prescribed in bidding document) to the entire satisfaction of Engineer-in- Charge.

13.

<b>TECHNICAL CONDITION FOR ELECTRICAL WORK</b>	
<b>1</b>	The recovery of the pipe already laid will be made on measurement rate basis or point rate basis or on actual expenditure basis which ever is on high side. In case of Departmental work, 10% supervision charges shall also be added.
<b>2</b>	Conduit pipe where already laid for wiring purpose will be delivered to the contractor in absolutely clean condition with round inspection boxes duly painted, covered and whole system tested. After the conduit system is handed over to the contractor to whom the work is allotted, he will be responsible for its upkeep.
<b>3</b>	During execution of work, if the contractor does not lay pipe and its accessories in the slab within time prescribed by the Engineer-in-Chief of the work, the Deptt. can then lay the said pipe departmentally at contractor's risk and cost without operating the clause 2 and 3 of the contract agreement.
<b>4</b>	Separate conduit pipe for power plug with independent circuit wires shall be laid.
<b>5</b>	Multi plugs shall be provided in all the buildings.
<b>6</b>	C-Series MCB will be provided for air conditioner wiring and no extra payment will be made and only one make of MCB's will be used in whole work.
<b>7</b>	Vertical type of MCB distribution boards will be provided wherever required as per design.
<b>8</b>	The contractor is also allowed to use MCBs duly ISI marked of more than 9 KA breaking capacity.
<b>9</b>	For HSR item no.31.12 (D), 31.15 the make of enclosure will be same as that of MCB of standard size having thickness 1.6 mm and 1.2 mm in case of TPN and SPN enclosure respectively.
<b>10</b>	All MCCBs upto 220 Amp will have 25 KA minimum breaking capacity instead of 10 KA and above 220 amp. MCCBs will have 50 KA minimum breaking capacity instead of 35KA. All MCCBs will have magnetic thermal release and rotary operating mechanism duly interlocked and only one make of MCCBs shall be used in whole work.
<b>11</b>	The thickness of M.S. Sheet of switch boxes should be of 16 gauges.
<b>12</b>	The fan boxes sheet should be 16 gauges and anodized.
<b>13</b>	The contractor shall install the material from the list of approved electrical material appended in the NIT. Material not covered in the list will be used as per HSR-1988, and PWD Specifications-1990.
<b>14</b>	The contractor must ensure preparation and submission of pipe diagram, wiring diagram, key diagram etc. as required vide PWD Specifications Chapter No. 31.6.
<b>15</b>	Where ISI recommends multi stranded conductor of cable, cable with multi- stranded conductor only will be used on work.
<b>16</b>	Rates should be quoted by the tenderer both in word and in figure, in case of any difference between the two; the lowest of the same shall be considered as final rate.

17	The rates of busbar include the cost of all Labour and material required to complete the job in all respect including thimbles etc. of the same material as that of bars. The support for bars will be made of porcelain.
18	The tenderer must either be 'A' Class Electrical Contractor enlisted with Haryana PWD B&R or he must sublet the electrical work to a sub contractor possessing the above qualification. The Tenderer /bidder for building/ Road / Bridge/ Shifting of LT HT line work will intimate name of agency from whom the firm will get E.I./ Street Light work done. The Electrical contractor should be enlisted in appropriate category with Haryana PWDB&R for electrical works. The above detail are to be submitted along with the Technical bid. Subletting must be got approved from Executive Engineer Electrical/Engineer Incharge Electrical before execution.
19	The contractor will sublet the work of electrical to the Electrical Contractor having license from Chief Electrical Inspector Haryana & enlisted with Electrical wing of Haryana PWD B&R
20	The agency will execute a Sub Agreement for the work of electrical with the Electrical Contractor having license from Chief Electrical Inspector, Haryana. The Sub agreement of electrical line shifting will be approved by Superintending Engineer, Electrical Haryana PWD B&R upto 25.00 lacs and by Chief Engineer (Electrical) Haryana PWDB&R if the amount exceed Rs.25lacs.
21	The Electrical part of bill of quantity of the agreement will be got executed by and under the supervision of Engineer in Charge, (Concerned Division) and all the running payment of Electrical works will be made by him. However copy of final bill will be sent to <b>Registrar/ Officer Nominated by Vice Chancellor (Gurugram University)</b> to include in the final bill. Any technical instructions given by him will have to be adhered to strictly by the contractor.
22	All Street light fittings, bulbs, and cables will got inspected by the contractor at the works/ godown of the manufacturer before installation at site. A certificate will also be produced/ submitted by the contractor about the authenticity of purchase of above material from the authorized source.
23	Only HYLAM make ISI make (I.S.2036-1995) white Bakelite sheet will be used on the work.
24	The rates mentioned in the DNIT are for complete item including cost of all accessories, material, labour, tool plants, water electricity bills etc. Unless otherwise specified.
25	The minimum size of MS control switch boards for controlling one fan point and one light point shall not be less than 20cm x 25cm x 10cm.
26	The MS box for telephone; Intercom and Bell push shall be installed of size 100mm x 100mm x 60mm in place of 75mm x 75mm x 60mm.
27	The tender having ambiguous/confusing rates and conditions shall be summarily rejected.
28	The quantity/amount of NIT can be increased or decreased.
29	No Road cut charges shall be paid.
30	The contractor shall install two number check nuts and one No. PVC threaded Bush for each pipe in MS inspection boxes. The contractor shall also install PVC flanged bush in the junction boxes for each pipe.
31	"Labour cess and service tax as applicable from time to time will be deducted from the Gross amount of the bill" of the contractor.
32	The contractor should quote the rates keeping in view above conditions/ specifications.

**33** If the agency does not fill / quote the rate of any item then it will be considered as nil and same item will be executed by the agency free of cost and it will be contingent to work. The agency will have to give an undertaking on account of above otherwise earnest money will be forfeited. In addition to this Engineer-in-Charge of work may also black list the agency.

<b>REVISED AMENDMENT LIST OF APPROVED MAKES OF ELECTRICAL ACCESSORIES / ITEMS AS ON /W.E.F. DATED 18-8-2017.</b>		
<b>Sr. No</b>	<b>Descriptions</b>	<b>Name of Brand</b>
1	((A) Electrical accessories, Button Holder, Pendent Holder, Ceiling Rose, Bell push, Switches and sockets, Call bell/buzzer etc. (I.S.I. Marked). (B) Modular Accessories.  (C) Exhaust Fan.	A) Anchor (Penta), Vaklighting, C&S,  (B) Anchor (Wood), ABB (Classiq), Legrand (Mosaic), North West, Precision, Great White (Fiana), SSK (ZEN, Elegance, Heritage series), Indo Asian, Hosper C&S Electric (DIVINO), Polycab (SELENE). (C) ORPIC
2	Bakelite Sheet (Only White in colour)	Hylem, Greenlame (ISI marked)
3	MS Conduit Pipes (I.S.I. Marked)	BEC, NIC, Steel Krafts, M.Kay
4	PVC Wires Copper Conductor (I.S.I. Marked)	Bonton, Grandlay, Havell's, Plaza, Ecko, Polycab, Delton, R.R. Kabel, HPL, DIATRON, Great white.
5	LT-PVC/ XLPE Underground cables with Aluminum Conductor (I.S.I. Marked)	A) All sizes:- CCI, Grandlay, Havell's, Plaza, Polycab, Delton, DIATRON, Suraj, KEI, RR Kabel, CIRTINA B) Upto 25 sq. mm 2 to 4 core :- Paragon, Pymen, Kent, Indane, Incab, Gemscab
6	(i) HT-XLPE cables with aluminum Conductor (I.S.I. Marked) (ii) Aerial Bunchcable/ACSR.	CCI, Gloster, Havell's, Incab, Plaza, DIATRON, Gemscab, Suraj, KEI, (As approved by UHBVNL/DHBVNL)
7	PVC Conduit pipe with accessories and 6 Kg. Pressure PVC pipe and its accessories.	AKG, Diplast, Kalinga, Polypack, PKS, Ravindra, APEX,
8	GI Pipe & M.S. Pipe (medium) (I.S.I. Marked).	Jindal, Parkash, Ravindra, Tata.
9	I.C. Switches/SFU/FSU/Changeover switch	Category-A (All sizes):- GE, L&T, Siemens, Category-B (All sizes): Havell's, SSK, C&S, Standard, HPL. Indo Asian, Asco.
10	MCBs & Enclosure, ELCB/RCCB.	A) GE, Havell's, L&T, Legrand, Standard, Siemens, C&S, ABB, Schneider Electric, HPL, Indo Asian, AXIOM, Asco, AECO MEFA, BCH. (Makes of enclosures shall be as per MCBs), Adhunik Prewired -DB's and enclosure with MCB/ MCCB/ VCCB
11	MCCBs & Enclosures	GE, Havell's, L&T, Siemens, Schneider Electric, ABB, C&S, Standard, Legrand, BCH, HPL. Indo Asian.

12	POLES i) M.S. Pole:- ii) G.I. Pole:- iii) High Mast :- iv) Decorative Poles:-	- Manufactured by any firm as per I.S.I. Marked sectional lengths strictly according to IS specifications. - Philips, Bajaj, Surya Roshni, Paruthi Engineers (PE), Volmont, GE India, Crompton Greaves, Skipper, VipinS.T.poles, UTKARSH - Philips, Bajaj, Surya Roshni, Volmont, Paruthi Engineer (PE), Crompton Greaves, Skipper, VipinS.T.poles, UTKARSH. - Twinkle, Mayfair(Sumaglli)
13	PVC Casing & Trunking	AKG, MK
14	Ceiling Fans (Double ball Bearings)	Bajaj, Crompton, Khaitan, Orient, Usha.
15	Indoor light fittings	A.) LED:- Bajaj, Crompton, GE, Philips, Wipro, Mayfair, Surya Roshni, HPL, Halonix, Havell's, Ecolite, C&S Electric, Polycab, SE-Sangwan Energy, Legero B) CFL:- Bajaj, Crompton, GE, Philips, Wipro Halonix, Twinkle, Surya Roshni, HPL, Havells, Ecolite. C&S Electric, Legero C) T-5:- Bajaj, Crompton, GE, Philips, Wipro Halonix, Twinkle, Mayfair, Surya Roshni, HPL, Havells, Ecolite, C&S Electric, Polycab, ORPIC 1X28W, 2X28W Mirror Optic(with Philips Choke), Legero.
16	Outdoor Street Light	A) LED:- Bajaj, Crompton, GE, Philips, Wipro, Mayfair, Surya Roshni, HPL, Halonix, Havell's, Ecolite. C&S Electric, Polycab,, SE-Sangwan Energy, Legero B) CFL:- Bajaj, Crompton, GE, Philips, Wipro, Halonix, Ecolite, Twinkle, Surya Roshni, HPL, C&S Electric, Legero C) T-5:- Bajaj, Crompton, GE, Philips, Wipro, Halonix, Twinkle, Mayfair, Surya Roshni, Ecolite, HPL C&S Electric, Legero
17	Flood Light Fittings, Sodium/ M.H./LED	Bajaj, Crompton, GE, Philips, Twinkle, HPL, Havell's, Halonix, C&S Electric, Mayfair and Fumagalli, Polycab, Surya.
18	L.T. Panel/ Load Bank/APFC/Bus Bar Trunking (OEM or their TTA) (Applicable for Electrical works more than Rs. 50.00 lacs and all sub stations works of 500 KVA and above).	Schneider, C&S, ABB, Siemens, Standard, Havell's, BCH, Nitya Electrocontrol (NEC), L&T, AVON, Adhunik, Indo Asian, Dhillon Fabricators and Engineers,
19	ACBs	GE, L&T, Siemens, Schneider Electric, ABB, C&S. Havell's, HPL.

<b>20</b>	OCBs and VCBs	Alstom, Crompton, Siemens
<b>21</b>	TRANSFORMERS	Alstom, Bharat Bijlee, Kirloskar, Crompton, NGEF, Voltamp, ABB, Siemens, Schneider
<b>22</b>	GENERATORS :	Engines: Cummins, Greaves Cotton, Kirloskar, Ruston, Eicher (upto 125 KVA), Ashok Leyland. Alternators : Crompton, Jyoti, Kirloskar, NGEF, Stamford
<b>23</b>	CSSU	Schneider Electric, ABB, Siemens, C&S

Executive

EngineerGurugram

University

List of approved make and model of electrical Street Lieht fittings

Items	Philips	GE	Wipro	Bajaj	Crompton
Sodium 70 Watt	SGP-301 1 xSON 70WFG	GX70 SV/ NG (GENX-70)	WST-50070 (CRUZE)	BGEST0270 SVFFG	SSGUN 11071 H/G (CITIVISION-3)
Sodium 150 Watt	CRP330 I xSONT150W TP (Broadway Plusj'	GESR-150SP PT/DPP (Ohnpia-1)	WST 42150 (AERO)	BGJRL150SV FFG (JET)	SSGP1215I H 09/FG (FORTUNER+)
Sodium 250 Watt	SGP-338 lxSONT250W FG (Velocity)	QUN25AS6 ADWA (QUNA)		BGEST 250 SV LH	SSGP1225H (Landmark)

Note: Model for HPSV fittings have been mentioned for MH fittings  
corresponding models will be used.

**TECHNICAL CONDITION FOR P.H. ITEMS.****P.H. fixtures.**

1. The P.H. fixtures such as seats, urinals, Cistern, Sinks etc. shall be of reputed manufacturers such as Hindware, Periware etc. shall be used.
2. The G.I. pipe to be used of B' Class of reputed manufacturers such as Tata/Jindal. The weight of pipe per meter shall be as per recommendation of the manufacturers.
3. The P.V.C. pipes shall be I.S.I. marked of reputed brands such as Finolex, Prince & Supreme etc.
4. The other fixture of C.P. brass as mentioned in the Schedule shall be I.S.I. marked of reputed manufacturers such as Jaguar/Marc/Hindware/Cera or equivalent duly approved by Engineer-In-Charge.
5. The item of H.C.I. as mentioned in the Schedule shall be as per Haryana P.W.D. Specification.
6. In this contract schedule of rates only essential portion of items has been written, for Public Health item, but it will be deemed to cover only the entire items as fully described in Haryana P.W.D. Schedule of Rates -1988.
7. The Engineer-in-Charge shall be entitled to order against any item of work shown in this contract schedule of rates here-in-after called the "Schedule" to any extent and without any limitation whatsoever required in his opinion for the purpose of work irrespective of the fact that the quantities are omitted altogether in the schedule to be carried out.

### Conditions for Public Health Works

1. The work will be carried out strictly in accordance with the PWD Book of specification addition 1990, which will form a part and parcel of this contract agreement.
2. In this contract schedule of rates only essential portion of item has been written, but it will be deemed to cover the entire items as fully described in Haryana PWD schedule of rates-1988.
3. The Engineer-in-Charge shall be entitled to order work against any item of work shown in this contract schedule of rates hereinafter called the schedule, to any extent and without any limitation where ever as may be required in his opinion for the purpose of work, Irrespective of the fact that the quantities are omitted all together in the schedule or are shown more or less than the work ordered to be carried out.
4. The rate for any item of work not provided in the Haryana PWD schedule of rates 1988 but executed at site will be decided by the competent authority and the decision will be binding upon the contractor.
5. All the items in this contract schedule of rates are subject to the footnotes given in the Haryana PWD schedule of rates 1988 regarding these items.
6. Approximate quantities are given in this contract schedule of rates and may vary at the time of execution of works. The payment will however be made for the actual work done by the contractor. No extra claims whatsoever will be admissible to the contractor on account of variation alternation or deletion of any items over the quantities depicted in this contract schedule of rates.
7. All amendments issued on the Haryana PWD Schedule of Rates-1988 upto the date of opening of tenders will be applicable on the contract schedule of rates.
8. The contractor will have to make his own arrangement of bricks.
9. Any other items not included in this contract schedule of rates and got done at site of work will be paid according to Haryana PWD schedule of rates 1988 accepted in the allotment letter approval issued by the competent authority against this agreement.
10. No claim will be entertained from the contractor in case of any omission in description rates or unit which might have occurred in any of these items taken in this schedule while comparing this schedule on account of typing comparison or overwriting in case of any error the same shall be rectifiable at any stage as per Haryana PWD schedule of rates 1988 along with the amendments on the same received from time to time.
11. The premium should be quoted above or below the contract schedule of rates and no condition should be given in case any condition is tendered this will be considered as Null and void and only the premium or discount quoted by the tenderer shall be accepted in case any tenderer refuses to accept this his earnest money will be forfeited.
12. The contractor shall submit the test certificate if the steel brought by him to site of work also the sample of steel may be got tested by the Engineer-in-Charge. The steel shall be ISI marked.

13. No premium shall be payable on the allotted rates of N.S items by the competent authority.
14. Inspection of SW pipe & RCC NP3 pipe will be carried out by the Engineer-in-Charge or his representative before the same are brought at site for use & SW pipe & RCC NP3 pipe will be confirming to all the tests including optional test as per IS 651-1992 for SW pipe and 458-1988 for RCC NP3 pipe with upto date amendment.
15. The measurement of SW pipe & RCC NP3 pipe sewer provided on through rate basis will be done by at least 2 No J.Es to be nominated by Engineer-in-Charge.
16. Each manhole cover and frame shall have the trade mark of manufacturer month and year along with class and work and shall be ISI mark.
17. All taxes such as royalty municipal tax octroi charges and any other kind of taxes shall be paid by the contractor and are included in the rate quoted by the contractor separately for which no premium will be allowed.
18. As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.
19. Rate to be quoted by the contractor for each N.S item for complete Job including all taxes, carriage etc. Nothing extra on any account shall be paid.
20. Payment will be made according to the actual work done by the contractor.
21. Towel rails and bottle traps will be fitted after the written approval of Engineer-in-Charge.

SECTION-6FORM

OF BID

**FORM OF BIDS**

Description of the Works:

**Supply of 43 Nos. Almirah's in Gurugram University, Sec-51, Gurugram.**

To

The Vice Chancellor,

Gurugram University

Address: Sector-51, Gurugram

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum(s) of

\_\_\_\_\_ ( \_\_\_\_\_ )  
\_\_\_\_\_ )

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer-in-Charge's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the document.

3. We agree to abide by this Bid for the period of\* \_\_\_\_\_ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of \_\_\_\_\_

(in block capitals or types)

Address

\_\_\_\_\_

Witness

\_\_\_\_\_

Address

\_\_\_\_\_

Occupation

\_\_\_\_\_

**SECTION-7**

**BILL OF QUANTITIES**

## BILL OF QUANTITIES

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### Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer-in-Charge and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer-in-Charge may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, cess and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification of Haryana PWD (B&R)
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidders.
10. Rock is defined as all materials which, in the opinion of the Engineer-in-Charge, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rearmounted heavy duty ripper.

**BILL OF QUANTITIES**

**Name of Work**

**Supply of 43 Nos. Almirah's in Gurugram University Sec-51, Gurugram.**

**App. Cost INR 4,30,000/-**

**TIME LIMIT 30 Days**

**THE BILL OF QUANTITIES IS ATTACHED AT ANNEXURE- A1**

**Notes for Public Health items**

1. Any item of work not provided in the contract schedule of rates if required to be executed will be paid as per Haryana PWD schedule of rates 1988 plus ceiling premium as applicable in DNIT subject to the premium tendered by the contractor. In case of non schedule item, these will be paid by the Engineer-in-Charge based on market rates of that time after getting approval from the competent authority and will be binding upon the contractor.
2. The work will be carried out strictly in accordance with the PWD book of specification 1990 edition and that will form part and parcel of this contract agreement.
3. The Engineer-in-charge shall be entitled to order work against any item or work shown in this contract schedule of rates hereinafter called the "Schedule" to any extent and without any limitation whatsoever as may be required in his opinion for the purpose of work irrespective of the fact the quantities are omitted altogether in the "Schedule" or shown more or less than the work ordered to be carried out.
4. In this contract schedule of rates only essential portion of items has been written, but it will deem to cover the entire items as fully described in Haryana PWD schedule rates 1988 till the date of opening of tender and will be applicable on this contract schedule of rates.
5. All the items in this contract schedule of rates 1988 subject to the foot notes given in the Haryana PWD schedule of rates 1988 till the date of opening of tender and will be applicable on this contract schedule of rates.
6. Approximate quantities are given in this contract schedule of rates and may vary at the time of execution of works done at site by the contractor.
7. The condition regarding this agreement of bricks & tiles by the departments be accepted & tagged with this condition liable or rejection will be issued from the department. The bricks will be arranged by the contractor himself.
8. All amendments issued to the Haryana PWD schedule of rates will be applicable on the contract schedule of rates.
9. As and when contractor gives condition that arrangement of water shall be made by the department, it shall be deemed that all the charges incurred thereon shall be borne by the department and recovery on the total work done shall be made from him.
10. No claim will be entertained from the contractor in case of any mistake in description, rate or unit occurred on account of typing or comparison or over sight. If there is any mistake, the same shall be rectifiable by the Engineer-In-Charge at any stage as per Haryana PWD schedule of rates 1988 and all the amendments received from time to time.
11. The premium should be quoted above or below the contract schedule or rates and no condition should be given. In case any conditions is tendered, this will be considered as null and void and only the premium or discount quoted by the tenderer shall be accepted. In case any tendered refused to accept the above afterwards, his earnest money will be forfeited.
12. Tender premium will not be allowed on NS item.
13. Rate to be quoted by the contractor for each NS item for complete job including all taxes, carriage etc. Nothing extra on any account shall be paid.
14. The payment will be made according to the actual work done by the contractor.
15. Towel rails and bottle traps will be fitted after written approval of Engineer-in-Charge.

SECTION-8

SECURITIES AND OTHER FORMS

**Letter of Acceptance**

(Letterhead paper of the Employer)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ (amount in words and figures), as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our agency.

We accept/ do not accept that \_\_\_\_\_ be appointed as the Adjudicator<sup>2</sup>. You are hereby requested to furnish Performance Security, in the form detailed in Para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within 21 days of the receipt of this letter of acceptance valid up to 28 days from the date of expiry of defects Liability Period i.e. upto \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Your faithfully,

Authorized Signature Name

and title of Signatory Name

of Agency

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<sup>1</sup> Delete "corrected and" or "and modified" if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

<sup>2</sup> To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders".

**Issue of Notice to proceed with the work**

(Letterhead of the Employer)

\_\_\_\_\_ (Date)

To

\_\_\_\_\_ (Name and address of the Contractor)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB Clause 34.1 and signing of the  
Contract for the construction of \_\_\_\_\_  
\_\_\_\_\_ at a Bid Price of  
Rs. \_\_\_\_\_

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Your faithfully,

(Signature, name and title of signatory authorized  
to sign on behalf of Employer)

## Agreement Form

### Agreement

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

Whereas the Employer is desirous that the Contractor execute

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

**NOW THIS AGREEMENT WITNESSETH** as follows:

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

ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed where to the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

\_\_\_\_\_

in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ agree to abide by this bid for a period of \_\_\_\_\_ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

\_\_\_\_\_  
(Signed by an Authorized Officer of the Firm)

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
DATE

SECTION-9

DRAWINGS

**ADDITIONAL CONDITIONS**

1. Item for which no rate or price have been entered in, will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill quantities (Refer: ITB Clause 13.2 and conditions of contract Clause43.3).
2. Unitsrateandpriceshallbequotedbythe bidderinIndianRupee(ITBClause14.1).
3. Wherethereisadiscrepancybetweenunitrateandthelineitemtotal resultingfrommultiplyingtheunitrate by quantity, the unit rate quoted shall govern (ITB clause27.1(b)).
4. The agency to whom the work is allotted will have to produce original voucher for all quantities in lieu of purchase of bitumen, steel, cement, tiles, factory manufactured door window, flush door shutters, Aluminium and sanitary fittings from the original manufacture or the authorized dealer/ distributors to the satisfaction of the Engineer-in-Charge for ascertaining the genuineness of material. Attested copy of such voucher will have to be submittedalongwiththebills.Thewarrantyforthematerialsuchasfactorymanufactureddoor&windowflushdoor shuttersshouldbesubmittedinthenameofclient/department.Nopaymentsshouldbereleasedtotheagencywithout original vouchers and properwarranties.
5. **The documentary proof of procurement of cement & steel from the reputed source and test result fromCRRlorSriRamTestHouse,NewDelhiNCBMFaridabadwillbeproducedbytheagency.**

**QUALITY CONTROL LAB:**

7. The contractor shall have to provide a field laboratory fully equipped at work site before starting the execution of works for conducting all the relevant tests mentioned in the Haryana PWD specification subject to the approval of the Engineer-in-Charge-in-charge or his representative. The record of such tests is to be maintained in proper register duly signed by the Contractor or his representatives, which will become the property of the department. The Contractor will bear all the running expenses for conducting such tests. All the tests will be carried in the presence of S.D.E.-in-charge of the work. All the entries are to be signed by the contractor, S.D.E. andJ.E.-in-charge.
8. The quality control tests which are carried out by the department and the material for such tests will be supplied by the contractor free of cost. In case the material is not found up to the requirement, the same will be rejected.
9. Contractor shall provide suitable measuring arrangement and leveling instruments latest quality duly approved by Engineer-in-Charge-in-charge at the site ofwork.
10. Noextrapaymentonaccountofqualitycontrolmeasureshallbepaidtothecontractor.
11. The Engineer-in-Charge-in-charge at his discretion can get any type/Nos. of tests carried out any other approved laboratory for his satisfaction for which all the expenses incurred would be borne by the agency. The resultsoobtainedfromthelaboratorywouldbe acceptableandbindingtotheagency.
12. TheContractorshallberequiredtoprovideallsuchmaterials/equipment'satsitetoconductfieldtests and to ensure that the quality of aggregate shall be according to the prescribed specification and no payment for material

required for sample for such tests shall be made to him. In case, the material is not found up to mark, the same will be rejected.

13. For cement, steel and similar other material, the essential tests are to be carried out at the manufacturer's plants or at laboratories other than the site laboratory, the cost of samples, testing and furnishing of test certificates shall be borne by the contractor. He shall also furnish the test certificates to the Engineer-in-Charge.

PROFORMA FOR CEMENT/ STEEL REGISTER

RECEIPT

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Date of Receipt	Qty. Received.	Progressive Total	Date of issue
1.	2.	3.	4.

Qty. of issued	Total issued.	Balance in hand.	Contractor's initial
5.	6.	7.	8.

**Daily comparison of issue with requirements**

	Item of work for Which issued	App. Qty. of work done on each day.	Theoretical requirement for work done  On each day.
9.	10.	11.	12.

Engineer's Remarks

	Engineer-in-Charge.
13.	14.

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14. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant document/samples and site etc. whether he inspects them or not.

15. The acceptance of the tender will rest with the Employer who does not bind himself to accept the lowest tender and reserve to himself the authority to reject any or all the tenders received without assigning any reasons.
16. Deleted.
17. Deleted
18. The liquidated damages can be deferred/reduced/waived (whole or part) by the Chief Engineer, Gurugram University.
19. Upon completion and before offering the work for acceptance, the contractor shall remove all false work, excavated and useless materials, rubbish, temporary building constructed by him and shall leave the site and adjacent area in a neat and clean condition to the entire satisfaction of the Engineer-in-Charge. The Engineer-in-Charge, reserves the option to take away any item of work or any part thereof at any time during the currency of the contract and reallocate it to any other agency with due notice to the contractor without liability of any kind or payment of any compensation. Extra amount if incurred will be recovered from the agency.
20. The contractor has to make his own arrangements for water, bricks, wood and every item required directly or indirectly for completion of work.
21. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.
22. In case of emergency the Contractor shall be required to pay his labour every day and if this is not done, the Engineer-in-Charge will make the requisite payment and recover the same from the contractor.
23. Actual quantities of completed and accepted work shall only be paid.
24. No pits shall be dug by the contractor near the site of work or within Govt. land for taking out earth for use on the works. In case of default the pits so dug will be filled in by the department at the cost of the contractor plus fourteen percent departmental charges.
25. The rates to be quoted by the contractor shall be inclusive of octroi terminal tax, royalty, cess and all other taxes and charges. These are for complete work in all respects
26. The Contractor shall not be entitled for any payment on account of work done until he signs the agreement.
27. Nothing extra shall be paid for any lead and if unless otherwise specified for any material required directly or indirectly and the rates to be given in the tender shall include all leads in the contract schedule.
28. The Contractor shall be responsible for any/all losses of material, damage done to unfinished work as a result of floods and other acts of God. The Govt. will not be responsible for any compensation as a result of such damage or loss to the Contractor and the Contractor shall be liable to set right such damage at his own cost to the satisfaction of the Engineer-in-Charge.

29. The royalty, sales tax, cess and any other taxes, if any shall be paid by the contractor direct to the respective department in accordance with the rules and regulations in force from time to time without intervention of the Public Works Department.
30. Amount of work may be increased or decreased and any item committed and substituted in accordance with the requirement of the department and no claim on this amount shall be entertained. **The contractor will have to complete the whole work as per architectural plans approved by the Gurugram University.**
31. Contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-Charge at his own expenses the following amenities for the labour employed by him.
- (i) Suitable temporary huts accommodation.
  - (ii) Trench latrines, bathing enclosures platforms separately for men and women and their regular cleanliness.
  - (iii) Clean drinking water.
- In the event of his failure to provide any or all of the amenities the same shall be provided by the Govt. and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-Charge and his decision shall be final.
32. The contractor shall be responsible for housing, sanitation and medical treatment of laborers employed by him and shall abide by all the rules and regulations made by Govt. in this behalf from time to time.
33. For Contractor's labour regulations, fair wage clause, and rules for protection of health and sanitation arrangements for workers employed by the public works department or its contractor's reference be made to chapter 7,8 and 9 respectively.
34. The jurisdiction of the Court will be at Gurugram/Chandigarh.
35. Apprentice Act- The Contractor shall comply with the provisions of the Apprentice Act, 1961 and the rules and orders issued there-under from time to time. If the Contractor fails to do so his failure will be breach of the contract the Employer may at his discretion cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.
36. If during the execution of the work, the contractor will engage imported labour, he shall immediately inform the local health authorities entrusted.
37. Imported labour means Labour belonging to a state other than Haryana State.
38. All material left at site by the contractor for a period of more than one month after the completion of work shall become the property of the public works department and Contractor shall have no claim whatsoever for such material.
39. The Contractor shall maintain at site of work full details of specification of the work fixed by the Engineer-in-Charge and approved drawing of the work.
40. Nothing extra shall be paid to the Contractor for diversion of water in the channels stream if it becomes necessary for the execution and completion of the work.

41. The Contractor will not have any claim in case of delay by the Department for removal of tree or shifting, raising, removing of telegraph, telephone or electric lines (Over head or under ground) and other structure, if any, which comes in the way of the work.

42. The items rate should be quoted by the Contractor and no condition should be given. In case any condition is tendered this will be considered as null and void and only item rates quoted by the tenderer shall be accepted. In case any tenderer refuses to accept this his earnest money will be forfeited.

**43. Relation with Public Authorities:**

The Contractor shall comply with all legal orders and directions given from time to time by any local or public authorities and shall pay out of his own money the fees or charges to which he may be liable.

44. Deleted

45(i) The contractor will be held strictly responsible to the true intent of the specification in regard to quality of materials, workmanship and the diligent execution of the contract.

(ii) All materials and each part of detail of the work shall be subject at all times to inspection by the Engineer-in Charge, Departmental Representative or other authorized subordinate who shall be furnished with reasonable facilities and assistance by the contractor for ascertaining whether or not the work as performed or the materials used are in accordance with the requirements and intent of the plans and specifications.

(iii) The contractor shall furnish written information to the Engineer-in-Charge stating the original source of supply and dates of manufactures of all materials manufactured away from the actual site of work. The information shall be furnished at least two weeks (or such other period as may be directed by Engineer-in-Charge in advance of the incorporation of any such materials in the works.

(iv) Any work done or materials used without supervision or inspection by the Engineer-in-Charge/Departmental Representative is liable to be ordered to be removed and replaced at the contractor's expenses.

(v) If so directed the Contractor shall at any time before the acceptance of the work, remove or uncover such portion of the finished work as may be directed. After examination, the contractor shall restore the said portion of the work to the standards required as per specifications. The work shall not be considered to have been completed in accordance with the terms of the contract until the Engineer-in-Charge-in-charge shall have certified in writing that it has been completed to his satisfaction. No approval of materials or workmanship or approval of part of the work during the progress of execution shall bind the Engineer in any way or effect his power to reject the work when alleged to be completed or to suspend the issue of his certificate of completion until such alterations or modifications or reconstructions have been affected as shall enable him to certify that the work has been completed to his satisfaction.

(vi) The inspection of the work or materials shall not relieve the Contractor any of his obligation to fulfill the terms of the contract as herein prescribed by the plans and specifications.

(vii) Failure to reject any defective work or material will not in any way prevent later rejection when such defect is discovered or obligate the department to make final acceptance.

46. Canvassing in connection with a tender in any form renders the tender liable to rejection.

47. If there are varying or conflicting provisions made in any documents forming part to the contract the accepting authority shall be the decision authority with regard to the intention of the documents.
48. If, however, the contractor seeks to some assistance from the department in connection with arranging water/electric connection from the public utility service authorities for the purpose of Govt. works such assistance only to the extent of writing a letter from the Engineer-in-Charge to the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.
49. The contractor may, on application of the contractor, issue essentiality certificate for Diesel/Petrol (if it becomes a controlled commodity) required for materials to be used on the work but the department will not undertake any responsibility for the arrangement of such Petrol/Diesel, Non availability of any such materials will not absolve the contractor of his contractual obligation.

#### **MAINTAINENCE-CUM-DEFECT LIABILITY PERIOD**

50 The defect liability-cum-maintenance period shall be **three years** from the date of completion in case of original works. For maintenance and S/R works, defect liability period will be one year and re-painting / whitewash/snowcem/distempering will not be required. The date of completion shall be considered as the date certified by the Engineer-In-Charge.

The Engineer shall give notice to the contractor of any defects before the end of the effects Liability- cum-Maintenance Period. The Defects Liability-cum-Maintenance period shall be extended for as long as defects remain to be corrected.

The Contractor shall correct the notified Defect/Defects within the length of time as specified by the Engineer's, notice.

The contractor will be fully responsible for the quality and workmanship of the works executed by him. The liability on account of shortcomings in executed items found by any investigating agency during the defect liability period or afterwards shall be born by the agency.

The Contractor shall do the routine maintenance of building to the required standards in the manners as per Haryana PWD specifications latest edition, DNIT, agreement conditions and keep the whole building in defect free condition during defect liability period as defined above.

The routine maintenance standards shall meet the following minimum requirements to the entire satisfaction of Engineer-in-charge:-

- i) Plaster work and flooring work to be repaired soon after these appear or brought to his notice either during contractor's monthly inspection or by the Engineer or otherwise. Repair shall be carried out in a manner which does not affect the aesthetics.
- ii) Defective joinery such as door, window, cup-board shutters, chowkhats, wire gauge, glass panes, fitting, fixtures etc. to be rectified/replaced immediately after the defects appear.
- iii) Any structural damage/fault/defect to be rectified to the satisfaction of Engineer-In-Charge as soon as the same appears.
- iv) Defective or incomplete/improper whitewashing/colour washing, distempering, painting etc. to be rectified immediately on notice by the Engineer-in-charge.
- v) All rain water pipes, sun-shades and the like components to be inspected every fortnightly and cleaned as and when required.
- vi) Leakage of water of any kind in the building to be set right immediately on priority.
- vii) All electrical / Public Health installations including wiring, pipelines etc. made in the building to be repaired/rectified/replaced as soon as any defect has appeared/notice.

- viii) The agency shall make good all the items / works damaged during the repair being done by him and bring the same in original form.
- ix) Any other maintenance operation required to keep the building use worthy at all the time during the maintenance period.
- x) He shall maintain a register in the building for daily recording the defects, damages, shortcomings noticed by user and address the problem within three days or else he will approach the Engineer-in-charge for extension of this time.
- xi) **Before the end of defect-cum-maintenance period is completed, painting, snowcem, white washing, distemping, Supply broken window panes, door /window fittings, Public Health fixtures, taps etc. of the whole buildings per original work will be carried out by the contractor to the entire satisfaction of the Engineer-In-Charge and nothing extra will be paid.**

To fulfill the objectives laid down in above sub clauses, the Contractor shall undertake detailed inspection of the building at least once in a month. The Engineer-in-charge can reduce this frequency in case of emergency. The Contractor shall forward to the Engineer-in-charge the record of inspection and rectification every month. The contractor shall pay particular attention on the maintenance of building during rains and rainy season.

The Engineer may issue notice to the Contractor to carry out maintenance or remove defects, if any, notice in his inspection, or brought to his notice. The contractor shall remove the defects within the period specified in the notice and submit to the Engineer-in-charge a compliance report. By not giving notice, will not absolve the contractor from his responsibility.

In case the Contractor fails to make good the defects, the Executive Engineer may employ any other person to make good such defects and all expenses consequent and incidental there to shall be borne by the Contractor.

The contract shall not be considered as completed until a defect liability-cum-maintenance certificate has been signed by the Engineer in Charge and delivered to the contractor stating that the works have been completed and maintained to his satisfaction. The defect liability-cum-maintenance certificate shall be given by the Chief Engineer on the recommendations on the recommendation of Engineer in Charge.

51. Department shall not be responsible for any depreciation in the value of securities, not for any loss of interest thereon.

52. There will be double lock system for the cement store. One key of the lock will be with the representative of the department and other key of the lock will be with the agency.

53. **If the agency does not fill / quote the rates of any item then it will be considered as NIL and same will be executed by the agency free of cost and it will be contingent to work. The agency will have to give an undertaking on account of above, otherwise earnest money will be forfeited; in addition, Engineer-in-Charge may also black list the agency.**

#### 54. AFOR EXCESS CONSUMPTION OF MATERIALS FROM THE THEORETICAL CONSUMPTION

- (i) No Claim for Excess Consumption of material other than those specified shall be entertained by the department.

#### B. FOR SHORT CONSUMPTION OF CEMENT

- (i) Upto 5%, the recovery of cost of material thus saved shall be made from the contractor at the base price as applicable on the date of tender.
- (ii) Less consumption by more than 5% (i.e. above 5 %) the rates of items of work involved shall be reduced. If it is not possible to determine the exact items on which less material has been used, the cost of the material so saved shall be recovered from the contractor at double the issue rate. The Engineer in Charge reserves the right to take

any other deterrent action which he deems fit against the contractor. It shall be at the discretion of the department to determine whether the stability of the structure is affected adversely due to less consumption of materials and in case it is felt that it is likely to be so, the Engineer-in-charge shall reject the work and the decision of Engineer In charge in such matter shall be final.

55. No claim of any kind what-so-ever shall be entertained for any and all the losses or damages to the contractor due to the completion of the work getting delayed due to the failure or delay on the part of the public works department under the terms and conditions of the contract.
56. The contractor shall supply at his own cost and expenses all labour materials etc. for labour and checking of any portion of the work during construction. Whosoever required by the Engineer-in-Charge or his representative and nothing extra shall be paid for same.
- 57. Occupation of Additional Lands:**
- In case, when it becomes necessary for due fulfillment of the contract for the contractor to occupy land outside the P.W.D. limits the contractor shall make his own arrangement with the land owners and pay such amount, as may be mutually agreed upon by them.
58. No claim by the contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise on the ground of any allegation or fact that incorrect information was given to him by any person whether in the employ of the Govt. or not or of the failure on his part to obtain correct information nor shall the contractor be relieved from any risk or obligations imposed on or undertaken by him under the contract on any such ground or on the ground that he did not or could not fore-see any matter which may in fact, effect or have affected the execution of the work.
59. During the absence on work of the Engineer-in-Charge he shall be represented by one of his subordinate whose duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed to ensure that the works are performed in conformity with the plans, estimates and specifications in all respects and to keep Engineer-in-charge informed of the progress of the works and the manner in which they are done. The Engineer-in-charge may from time to time delegate any of the powers and authorities vested in him to the departmental representative in writing.
60. The Departmental representative shall have no authority to alter or waive the provisions of plans and estimates and specifications or to relieve the contractor or any of his duties or obligations under the contract. He shall however, have the authority to inform the contractor in writing to replace any materials considered defective and to suspend, to do, or rectify the work improperly performed or not according to plans and estimates or specifications in his judgment and the contractor shall comply.
61. Failure of the Departmental Representative to disapprove any work of materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. If the contractor shall be dissatisfied by reason of any decision of the Departmental representative, he shall be entitled to refer the matter to the Engineer-in-Charge. Who shall thereupon confirm or reverse such a decision.
62. The contractor shall also inform the Engineer-in-Charge in writing when any portion is ready for inspection giving him sufficient notice to enable him to inspect the same without retarding the further progress of the work.
63. Unless otherwise provided in the contract document materials such as rubble, gravel sand, murrum, kankar earth, soil, etc. obtained from excavation and materials obtained by dismantling any existing structures shall remain the property of the Government.
64. Any trees branches, bushes, crops etc. which may be required to be cut during the execution of the work shall be handed over to the Public Works Department or disposed of as directed.
65. The contractor will submit the design of temporary structure scaffolding to department in advance without any cost. The contractor will remain responsible for design and safety of scaffolding irrespective of approval by the Engineer-in-Charge

66. The contractor shall use canal water for construction of building or water from any other sources as approved by the Engineer-in-Charge. Water should be got tested at regular intervals i.e. maximum of 2 (two) months from the laboratory approved by the Engineer-in-Charge and no extra cost will be paid for the same. Water to be used shall meet latest IS standard as per IS 456/other relevant codes.

**Special Conditions:**

1. The rate should be FOR at Sec-51, Gurugram.
2. Rates quoted should be including GST and nothing extra will be paid on this account.
3. Material will be inspected by the GUG before making the payment.

**1. ShortTitle**

These regulations may be called Haryana Public Works Department Contractor's Labour Regulations and shall also be applicable for Gurugram University.

**2. Definition**

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

- (1) Labour means workers employed by a Public Works Department contractors directly or indirectly through a sub-contractor or other persons of by an agent on his behalf.
- (2) Fair wages means, whether for item or place work, notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Public Works, Department for the district in which the work is done.
- (3) "Wages" shall have the same meaning as defined in the payment of Wages Act 1936 and include time and place rate wages.

**3. Display of notice regarded wages etc.**

The contractor shall before he commences his work on contract display and correctly maintain & continue to display and correctly in a clean and legible condition in conspicuous places on the work notice in English and in the Local Language spoken by the majority of the Workers giving the fair wages notified or prescribed by the Haryana Public Works Department and the hours of work for which such wages are earned.

**4. Payment of Wages**

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

**5. Fixation of Wages Periods**

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

**6. Wages Book and Wages Slip etc.**

- (i) The contractor shall maintain a wage book 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) Name of work on which employed.
  - (c) Total numbers of days worked during each wage period.
  - (d) Total amount payable for the work during each wage period.
  - (e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
  - (f) Wages actually paid for each wage period.
- (ii) The contractor shall also maintain a wages slip for each worker employed on the work.
- (iii) The authority competent to accept the contract may grant an exemption from the maintenance of Wages book and Wage Slips to a contractor who in his opinion may not directly or indirectly employ more than 100 persons in the work.

**7. Fines and deductions which may be made from wages**

- (1) The wages of a worker shall be paid to him without any deduction of any kind except the following:
  - (a) Fines.
  - (b) Deductions for absence from duty i.e. from the place or places where by the terms of his employment he is required to work. The amount of deduction shall be in proportionate to the person for which he was absent.
  - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
  - (d) Any other deductions which the PWD may from time to time allow
- 2.) No fine shall be imposed on a worker and no deduction for damage or loss be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 3.) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to 50 paisa in a rupee of the wage payable to him in respect of that wage period.
- 4.) No fine imposed on any worker shall be recoverable from him by installments or after the expiry of 60 days from the date on which it was imposed.

## **8. Register of Fine etc.**

1. The contractor shall maintain a register of fine and of all deductions for damage or loss such Registers shall maintain the reason for which fine was imposed or deduction for damage or loss was made.
2. The contractor shall maintain, a list in English and local Indian Language clearly defining acts and commissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

## **9. Preservation of Books**

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

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

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

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

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

## **12. Appeal against the decision of Labour Welfare Officers**

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against decision to the Labour Commissioner but subject to such appeal the decision of the officer shall be final and binding upon the Contractor.

**12A-** No party shall be allowed to be represented by a lawyer during any investigation, enquiry appeal or any other proceedings under these regulations.

## **13. Inspection of Register**

The contractor shall allow inspection of the Wage Book. Wage Slips to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Welfare Officer or any other person authorized by the Haryana Government in his behalf.

## **14. Submission of Returns**

The contractor shall submit periodical as may be specified from time to time.

## **15. Amendment**

The Haryana Government may, from time to time and to amend these regulations, the decision of the Labour Commissioner, Haryana Government or any other person authorized by the Haryana Government in that behalf shall be final.

Vice Chancellor,

Gurugram University

Gurugram

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### III- FAIR WAGES CLAUSES

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- (a) The Contractor shall pay not less than the fair wage to labourers engaged by him on the work.

**EXAMINATION :- FAIR WAGE' MEANS WAGE WHETHER FOR TIME OF PIECE WORK NOTIFIED FROM TIME TO TIME FOR THE AREA AND WHERE SUCH WAGES HAVE NOT BEEN SO NOTIFIED THE WAGES SPECIFIED BY THE PUBLIC WORKS (B&R) DEPTT. HARYANA FOR THE DISTRICT IN WHICH THE WORK IS DONE.**

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- (b) The Contractor shall not withstanding the provisions of any agreement to the contrary, caused to be paid fair wages to labour, indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.
- (c) In respect of labour directly or indirectly employed on the works for the performances of the contractor's part on this agreement the contractor shall comply with or cause to be complied with the Haryana PWD Contractor's Labour's Regulations made by the Government from time to time in regard to payment of wages wage period deductions from wages recovery of wages not paid and deductions unauthorized made maintenance of wage register wage book, wage slip, publication of wages and other terms of employment inspection and submission of periodical returns and all other matters of a like nature.
- (d) The Engineer in Charge or Engineer concerned shall have the rights to deduct, from the moneys due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for benefit of the workers, non payment of wages or deductions made from his or their wages, which are not justified by terms of the contract for non-observance of the regulations referred to in clause (c) above.
- (e) Vis-à-vis the Haryana Government, the Contractor shall be primarily liable for all payments to be made under and the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.
- (f) The regulations shall be deemed to be a part of this contract and any branch thereof shall be deemed to be a branch of this contract.

Vice Chancellor

Gurugram University

Gurugram

RULES FOR PROTECTION OF HEALTH & SANITARY ARRANGEMENTS**Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by the Haryana Public Works Department or its Contractors**

The Contractor shall at his own expense provide or arrange for the provision of foot wear for any labour doing cement mixing work (the Contractor has undertaken to execute under this contract) to the satisfaction of the Engineer in-charge and on his failure to do so Government shall be entitled to provide the same and recover the cost thereof from Contractor.

The Contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Executive Engineer a true statement showing in respect of the second half of the proceeding month and the first half of the current month respectively (i) the number of labourers employed by him on the work (ii) their working hours (iii) the wages paid to them (iv) the accident that occurred during the said month showing the circumstances under which they happened and the extent of damage and injury caused by them and (v) the number of female workers who have been allowed Maternity benefit according to clause 19-F and the amount paid to them failing which the Contractor shall be liable to pay to Government a sum not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer in Charge shall be final in deducting from any bill due to the contractor the amount levied as fine.

Maternity benefit for female workers employed by the Contractor, leave and pay during leave shall be regulated as follow: -

1. LEAVE (i) in case of delivery/maternity leave not exceeding 8 weeks (4 weeks up to and including the day of delivery and 4 weeks following that day) (ii) in case of miscarriage : up to 3 weeks from the date of miscarriage.
2. PAY (i) In case of delivery, leave pay during maternity leave will be at the rate of the woman's average daily earning calculated on the total wages earned on the day when full time work was done during a period of 3 months immediately preceding the date of which she gives notice that she expects to be confined or at the rate of Rs.12/- per day whichever is greater.
 

(ii) In case of miscarriage, Leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date of such miscarriage.

(iii) Conditions for the grant of Maternity leave :- No Maternity leave benefit shall be admissible to a woman unless she produces a certificate of confinement and expected delivery within 4 weeks preceding the date on she proceeds on leave.
3. FIRST AID (a) At every work place, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressing and cotton wools. The appliances shall be kept in good order and in large workplaces it shall be placed under the charge of a responsible person who shall be readily available during the working hours.

(b) All large work places where hospital facilities are not available within easy distance of the work, first aid post shall be established and be run by a trained compo under.

(c) Where large work places are remote from regular hospital an indoor ward shall be provided with one bed for every 250 employees.

(d) Where large work places are situated in cities, towns in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals a suitable transport shall be provided to facilitate removal of urgent cases to these hospitals.

At other work place, the conveyance facilities such as car shall be kept readily available to take injured or persons suddenly taken seriously ill, to the nearest hospital.

#### Scales of accommodation in Latrines Urinals

These shall be provided within the precinct of every work places, Latrines and Urinals in an accessible place and the accommodation separately for each of them shall not be less than the following scales : -

#### NO. OF SHADES

(a) Where the number of persons does not exceed 50	2
(b) Where the number of persons exceeding 50 but does not exceeds 100	3
(c) For every additional 100	3 per 100

In particulars cases the Engineer in Charge shall have the powers to vary the scale where necessary.

#### LATRINES AND URINALS FOR WOMEN

If women are employed, separate latrines and urinals screened from these for men and marked in vernacular in conspicuous letters 'FOR WOMEN ONLY' shall be provided on the scale laid in rules, Similarly those for men shall be marked 'FOR MEN ONLY' A posters showing the figures of a man and woman shall also be exhibited at the entrance of latrine for each sex. There shall be adequate supply of water close to latrines.

#### Latrines and Urinal

Except in work places provided with flush latrines concerned with a water borne sewerages systems all latrines shall be provided with receptacies order earth system which shall be in working order and kept in strictly sanitary conditions. The receptacles shall be tarried inside and outside at least once a year.

The inside walls shall be constructed of masonry or some suitable heat resisting non absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement shall be noted in register maintained for this purpose and kept available for inspection.

#### Disposal of Excreta

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal and a sanitary of excreta by incineration at the work place shall be made by means of a suitable incineration approved by the Asstt. Director of Public Health or Municipal Medical Officer of Health, as the case may be, in whose jurisdiction the work place is situated. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with 9 inches layers of earth for a fortnight when it will turn into a manure.

**CRECHE:**

At every work place these shall be provided free of cost two suitable sheds one main and the other for the use of labour. The height of the shelter shall not be less than eleven feet from the floor level to the lowest part of the roof.

**PROVISION OR SHELTER DURING REST:**

At every work place at which 50 or more women workers are ordinary employed, these two huts for use of children under the age of six years belonging to such women. One hut shall be used for infants "Games and to play" and the other as their bedroom. The hut shall not be constructed on a lower standard than the following:-

- (i) Thatched roofs.
- (ii) Mud floors and walls.
- (iii) Plants spread over mud floor and covered with matting.

The huts shall be provided with suitable and sufficient opening for light and ventilations. There shall be adequate provision of sweepers to keep the place clean. There shall be two day attendant. Sanitary, utensils shall be provided to the satisfaction of Health Office of the area concerned. The use of the hut shall be restricted to children, their attendant and mothers of the children.

**CANTEEN:**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers where over it is considered expedient.

**GENERAL RULES AS TO SCAFFOLDS :**

- (i) Suitable scaffolds shall be provided for all workmen for all work that cannot be safely done from a ladder or by other means.
- (ii) A scaffold shall not be constructed, taken down or substantially altered except.
  - (a) Under the supervision of a competent and responsible person, and
  - (b) As far as possible by competent workers possessing adequate experience in this kind of work.
- (c) All scaffolds and appliances connected there with and ladder shall:-
  1. Be of sound material
  2. Be of adequate strength having regard to the load and strain to which they will be subjected and.
  3. Be maintained in proper condition.
  4. Scaffold shall not be overloaded and so far as practicable, the load shall be evenly distributed.

5. Scaffolds shall be so constructed that no part thereof can be displaced in normal use.
6. Before installing, lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
7. Scaffolds shall be periodically inspected by the competent person.
8. Before allowing a scaffold to be used by the workman, every care shall be taken to see whether the scaffolds have been erected by his workmen and steps taken to ensure that it complies fully with the requirements of the articles.
9. Working platforms, gangways and stairways shall.

- (a) Be so constructed that no part of the road is covered.
- (b) Be so constructed and maintained, having regard to the prevailing conditions to reduce as far as practicable.
- (c) Be kept free from any unnecessary obstruction.
- (d) In case of working platforms, gangways, places and stairways at a height exceeding that to be prescribed by national laws and regulations:-
  - (i) Every working platform and every gangway shall be closely boarded unless other adequate measures are taken to ensure safety.
  - (ii) Every working platform and every gangway shall have an adequate width, and.

Every opening in the floor of a building or in working platforms shall except for the time and to the extent required to allow the access of persons or the transport or shifting of material be provided with suitable means to prevent the fall of persons or materials.

When persons are employed on a roof where there is a danger of falling from a height exceeding that to be prescribed by national laws or regulations suitable precautions shall be taken to prevent the fall of persons or materials.

Suitable precautions shall be taken to prevent persons being struck by articles which might fall from scaffolds or other working places.

1. Suitable means of access shall be provided to all working platforms and other working places.
2. Every place where work is carried on the means of approach thereto shall be adequately lighted.
3. Every ladder shall be securely fixed of such length as to provide secure hand held and foot at every position at which it is used.
4. Adequate precautions shall be taken to prevent danger from electrical equipment.
5. No material on the site shall be so stacked or placed as to cause danger to any person.

- (1) All necessary personal safety equipments shall be kept and available for use of the persons employed on the site be maintained in condition suitable for immediate use.
- (2) The workers shall be required to use the equipment thus provided and the employed shall take adequate steps to ensure proper use of the equipment by these concerned.

Adequate provision shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

**EXPLANATORY NOTES**

1. The above rates are for complete work including cost of all materials, labour, tools and plants and water etc. unless or otherwise specified.
2. **Deleted.**
3. All clauses and notes given in the Haryana PWD schedule of rates 1988 2<sup>nd</sup> edition with upto date corrections slips issued upto the date of tenders shall be applicable to all above items wherever necessary.
4. The description, rates, units, etc. of above schedule shall be corrected as per Haryana PWD schedule of rate 1988, 2<sup>nd</sup> edition in case of any error or omission.
5. Chapter numbers with items referred to above are of Haryana PWD schedule of rates 1988 2<sup>nd</sup> edition, corrected upto date.
6. The whole work shall be carried out strictly in accordance with the Haryana PWD specifications book 1990 latest edition as applicable to Haryana State with upto date corrections slips.
7. No premium shall be payable on the items which are not provided in the Haryana PWD schedule of rates 1988, 2<sup>nd</sup> edition, corrected-up-to-date.
8. Samples of all building materials, doors and windows, fittings and other articles required for use on the work shall be got approved from the Engineer-in-Charge, Articles manufactured by firms of repute, approved by the Engineer-in-Charge shall only be used. Only articles classified, as First Quality by the manufacturer shall be used. Articles which are not First quality shall be rejected by the Engineer-in-Charge. Preference shall be given to those articles, which bear I.S.I. certification mark. In case articles bearing ISI certification mark are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant ISI specifications. All materials and articles brought by the contractor to the site of work for use shall confirm to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Engineer-in-Charge.
9. The contractor shall provide suitable measuring arrangements at site for checking of various articles brought by him to ensure mixing in specified proportions.
10. The contractor shall provide such recesses, hole, openings etc. as directed by Engineer-in-Charge as required for the Electrical / sanitary work and nothing shall be payable on this account
11. Thickness of RCC shall be measured and paid for structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps, which are not, approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-Charge shall not be measured for payment.
13. Where there is a provision for flush door shutters, only doors as bear the ISI certification marks and arranged from manufacturer of good repute like Green, Duro, Kitply shall be accepted. In case flush door shutters bearing ISI certification marks are not available in the market, flush door shutters conforming to ISI specifications and arranged from manufacturer of good repute shall only be accepted. They should be water proof, termite proof and have a guarantee for 10 years for any defect liability.
14. Steel butt hinges shall strictly confirm to Indian standard specification, IS-1341-1970 (Latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications Hinges shall be of good workmanship and manufactured by the firm of good repute.
15. Analysis of rates for non-schedule / non agreement items i.e. items which are not provided in the Notice Inviting Tender/Haryana PWD Schedule of Rates, 1988 2<sup>nd</sup> edition corrected upto date shall be payable as per actual lowest market rates from the recognized public market suitable to the executing division and wages of labour as applicable at the time of execution of work, plus admissible contractors profit and over head charge. For such items of materials the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-Charge. The rates for non-schedule items shall

be approved by the competent authority as recognized in the departmental financial rules in existence at the time of approval.

16. First Quality glazed/ceramic/vitrified tiles of reputed manufactures such as Kajaria, RAK, NITCO, Naveen to be supplied by the Deptt. or arranged by the contractor.
17. The Tender with the condition regarding steel work to be done at labour rates shall be considered invalid and rejected straightway.
18. The quantities of all items given in the Schedule are tentative. These can be increased or decreased as per working Architectural drawings/structural drawings & nothing extra shall be paid.
19. For quality control, the contractor shall be required to use cement concrete mix giving a minimum cube strength as may be prescribed in the relevant structural drawings of work. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant I.S.I. & other codes at the expense of the contractor. The rates provided in the H.S.R. 1988 2<sup>nd</sup> edition included the cost of such testing.
20. Irrespective of what is stated in para 6 of General Rules of Haryana P.W.D. schedule of rates, 1988 2<sup>nd</sup> edition no carriage of cement, steel, bricks and water or any other type of material shall be admissible irrespective of any lead involved.
21. All the flooring like terrazzo, Kota stone or marble flooring should be granite finished. No extra rate shall be paid on this account to the contractor.
22. Where-ever brick work or earth filling/embankment work is to be executed, the same has to be executed in accordance with the provision in the Fly Ash Notification dated 14.9.99 & 27.8.2003 i.e. by using Fly Ash brick and filling/embankment constn. by Pond Ash/Fly Ash as specified in the aforesaid notification after getting the design approved from Engineer-in-Charge.
23. Only I.S.I. marked factory manufactured flush door shutter ply and block board should be used, where ever required. In case factory manufactured items, the contractor will get the name of manufacturers approved from deptt. and a warranty of 5 years certificate in favour of Engineer-in-Charge in charge. In case of door shutters the type of wood used shall also be given by the manufacturer. The agency shall produce a certificate that door & window shutters fixed at site are actually factory manufactured - in case agency fails to do so the rate for the same shall be paid for site manufactured shutters as per HSR 17.30 & 17.31 of HSR 1988 2<sup>nd</sup> edition.
24. The agency will provide 2 Nos. boards of size 4' X 2½' at the site of work intimating the details of the project otherwise deduction will be made from the first running bill of the Agency @ Rs 15000/- per board.
25. Contractor will use coarse aggregate (all type of stone grit) and coarse sand i.e. stone dust (Zone II as per IS code). The material should conforming to the latest IS specification.
26. Regular and monthly quality control test as per frequency as per IS code specification / PWD specification is to be done by the Contractor at his own cost and submit the result to the Engineer-in-Charge regularly and in case if he fails to do the same, Engineer-in-Charge will conduct all quality control test as per frequency for any reputed lab & amount of the same will be recovered for the agency. Beside this Engineer-in-Charge will carry out their own quality control test and also will engage 3<sup>rd</sup> party quality control agency for proper quality control work and charges of this will be borne by the Govt.
27. All aluminum fittings for doors and windows shall be of 'Classic' or equivalent make confirming to I.S. Specifications as approved by the Engineer-in-Charge.

*ANNEXURE -*  
*A1(BILL OF*  
*QUANTITIES)*

**BOQ for purchase of 43 Nos. Almirah's in Gurugram  
University,Sec-51, Gurugram.**

<b>Sr. no</b>	<b>HSR/ NS</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate to be quoted by the Agency in Rs. Per item</b>
1	NS	Supply of Almirah's consisting of following technical specifications:- <ol style="list-style-type: none"> <li>1. Height X Width X depth: 1800mmX910mmX480mm</li> <li>2. Material: M.S sheet conforming to commercial quality.</li> <li>3. Material of Almirah Door: M.S sheet</li> <li>4. Sheet thickness of door,side,back and top: 0.9mm(20-22 gauge)</li> <li>5. No. of Shelves: 4 Shelves</li> <li>6. Type of Shelves: Fixed</li> <li>7. Finish: Stove Enamel T.A:D.A Paint</li> <li>8. Warrant: 5 Years</li> <li>9. Colour: As per buyer choice</li> <li>10. Lock: Three way bolting device controlled by 6 lever lock.</li> </ol>	43	Nos.	

## TECHNICAL SPECIFICATIONS

<b>STEEL ALMIRAH</b>		
<b>Sr. No.</b>	<b>Requirement</b>	<b>Specifications</b>
1	Height X Width X Depth	1800mm X 910mm X480mm
2	Material	M.S sheet conforming to commercial quality
3	Material of Almirah Door	M.S Sheet
4	Sheet thickness of door, side, back and top	0.9mm(20-22 gauge)
5	No. of shelves	4 Shelves
6	Type of Shelves	Fixed
7	Finish	Stove Enamel T.A-D.A paint
8	Warranty	5 Years
9	Colour	As per buyer choice
10	Lock	Three way bolting device controlled by 6 lever lock