



**THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED**

CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 E-mail: hafed@hry.nic.in

Web-site: www.hafed.gov.in



No. Hafed/EE(HQ)/Drg./494

Dated: 10.04.2018

Notice Inviting E-Tender -

(E-Tendering Website: <https://haryanaeprocurement.gov.in>)

Online bids are hereby invited for the following work:

**NAME OF WORK : RAISING OF BOUNDARY WALL IN HAFED SUGAR MILL
COMPLEX AT PANNIWALA MOTA (SIRSA)**

Estimated Cost (in Lakh)	Time Limit	Earnest Money (in Lakh)	Tender Document Fee	Downloading of Tender Document and online bid preparation / hash Submission Date & Time	Submission of online bid (Re-Encryption of Bids) Date & time
5.18	1 ½ Months	0.10	Rs. 1,000/-	13-04-2018 17:01 Hrs	30-04-2018 16:00 Hrs

The tender document containing details of required work, quantity, specifications etc. and other terms & conditions available on portal <https://haryanaeprocurement.gov.in> or at Hafed Website www.hafed.gov.in. The interested parties may download the tender document and must remit the funds on or before 30.04.2018 at 16:00 Hrs. The date of bid submission is from 13.04.2018 at 17.01 Hrs to 30.04.2018 at 16:00 Hrs through e-Tender portal as mentioned above. All bidders are required to get register on e-tendering portal & obtain Digital Signature from M/s Nextenders (India) Pvt. Ltd, Panchkula. The technical bid will be opened on 01.05.2018 and Financial bid on 02.05.2018 at Hafed Corporate Office, Sector-5, Panchkula (Haryana).

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

NOTE: 1. The agency should have executed at least one work of 80% amount OR two works of 50% amount OR three works of 40% amount of similar nature.

2. Potable and wholesome water is to be used for construction and curing work.

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

Online item rate tenders on prescribed forms are invited from the approved contractors/societies borne on the approved list of appropriate class of contractors/societies for specific nature of work, in PWD(B&R) Haryana, MES, Railways, CPWD, HUDA, HSAMB, Haryana Warehousing Corporation, HPHC or any other State/Centre Govt. Deptt/Board/Corporation for the above mentioned works and the same will be opened as per the schedule given above respectively in the office of undersigned in the presence of intending contractors or their authorized representatives, who may choose to attend for the purpose.

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

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

(Non Refundable) For purchasing the tender documents online, contractors are required to pay the tender documents fees online using the electronic payments gateway service. The interested parties/bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. For online payments, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>

ELIGIBILITY, TERMS AND CONDITIONS:

1. DNIT can be seen on any working day during office hours in the office of the undersigned and can be downloaded from our website: <https://haryanaeprocurement.gov.in> or www.hafed.gov.in
2. Conditional tenders will not be entertained and are liable to be rejected.
3. In case the day of opening of tenders happens to be a holiday, the date and time of opening of tender will be conveyed later.
4. The amount of earnest money shall be same in case of cooperative labour & construction societies as well as other contractors.
5. The validity of the tender is 90 days extendable by 45 days purely at the discretion of Hafed. The contractors who modify their rates, terms and conditions or withdraw within the validity period of tenders, their tenders are liable to be rejected and earnest money will be forfeited.”
6. Tenderer should have valid GST Registration Certificate from concerned Authorities of the State / Centre as applicable.
7. Hafed reserves the right to accept or reject any or all offers without assigning any reason.

**MANAGING DIRECTOR,
HAFED, PANCHKULA**



**THE HARYANA STATE COOPERATIVE SUPPLY
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E-TENDER

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

1	Copy of Enlistment	
2	Copy of Goods and Service Tax (GST) Registration No.	
3	Earnest money (through online)	
4	Tender Document Fees (through online)	
5	Attested list of works executed by the agency of similar nature of works with completion certificate.	
6	PAN	
7	Attested copy of the Resolution (only for society)	
8	E-service charges (through online)	

Dated

Signature & Rubber Stamp of the contractor

Detailed Notice Inviting Tender

E-Tender is invited for Raising of Boundary Wall in Hafed Sugar Mill Complex at Panniwala Mota (Sirsa) i.e. request for Pre-Qualification/Technical Bid (online bid under PQQ/Technical Envelope) and request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

S. N.	Particular of tender	EMD to be deposited	Tender Document Fee and E-services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Raising of Boundary Wall in Hafed Sugar Mill Complex at Panniwala Mota (Sirsa)	Rs.10,000/-	1000+1000 = 2000/-	13-04-2018 17:01 Hrs	30-04-2018 16:00 Hrs

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

- 1. The payment for Tender Document Fee and e-Service Fee shall be made by the parties online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
- Intended parties will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He/ She will be required to make online payment of Rs. 10,000/- towards EMD fee in due course of time i.e. from 13.04.2018 to 30.04.2018. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective event/Tenders.**

3. The interested parties/bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance i.e. **before 30.04.2018 and make payment via RTGS/NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended party thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

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

The Payment for document fee (Rs.1000/-) and e-Service fee (Rs.1000/-) can be made by eligible parties online directly through Debit Cards & Internet Banking.

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

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

Key Dates

Sr. No.	HAFED Stage	Party Stage	Start Date and Time	Expiry Date and Time
1	Release of Tender	-	13.04.2018 10:00 Hrs	13.04.2018 17:00 Hrs
2		(i) Downloading of Tender Document / Online Bid Preparation. (ii) Online directly transfer of funds through RTGS/NEFT or OTC (Tender document fee Rs.1000/-, e-Service fee Rs.1,000/- and Earnest Money of Rs.10,000/-) / Hash Submission and Submission of online Bid	13.04.2018 17:01 Hrs	30.04.2018 16:00 Hrs
4	Opening of Technical Bid Envelope	-	01.05.2018 10:30 Hrs	01.05.2018 17:00 Hrs
5	Opening of Financial Bid	-	02.05.2018 10:30 Hrs	02.05.2018 12:30 Hrs

Important Note:

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

INSTRUCTIONS TO PARTY/BIDDER ON ELECTRONIC TENDERING SYSTEM

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

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

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

2. Obtaining a Digital Certificate:

- 2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the party/bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.
- 2.3** The parties/bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4** The party/bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.
O/o. DS&D Haryana,
SCO-09, IInd Floor,
Sector-16,
Panchkula-134108

E-mail: Chandigarh@nextenders.com

Help Desk: 0172-2582008-09, 2618292 &

1800-180-2097 (**Toll Free Number**)

- 2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Opening of an Electronic Payment Account:

For purchasing the tender documents online, parties/bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <http://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6. Download of Tender Documents:

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

7. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all parties/bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8. Online Payment of Tender Document Fee, e-Service fee & EMD fees & Bid Preparation & Submission (PQQ/Technical & Commercial / Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee: The online payment for Tender document fee, e-Service Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by parties/bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from 13.04.2018 (17:01 Hrs.) to 30.04.2018 (16:00 Hrs.) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted/uploading for Prequalification or Technical bid under online PQQ/Technical Envelope. The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

A. Only Electronic Form (Refer Tender document).

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

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

In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth, financial bid quoted against each of the item by the shortlisted bidder/party/Agency wherever required shall be opened online in the presence of such parties/bidders/Agency who either themselves or through their representatives choose to be present.

The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

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

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

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

Operative Procedures for Bidder Payments

A) Debit Card

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

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

B) Net Banking

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

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

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

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.

- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT/OTC

The bidder shall have the option to make the EMD payment via RTGS/ NEFT/OTC. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.
- ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.
- iii. Each challan shall therefore include the following details that will be pre-populated:
 - Beneficiary account no: (unique alphanumeric code for e-tendering)

- Beneficiary IFSC Code:
 - Amount:
 - Beneficiary bank branch:
 - Beneficiary name:
- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

List of Net banking banks

- | | |
|------------------------------------|-------------------------------|
| 1. Allahabad Bank | 2. Axis Bank |
| 3. Bank of Bahrain and Kuwait | 4. Bank of Baroda |
| 5. Bank of India | 6. Bank of Maharashtra |
| 7. Canara Bank | 8. City Union Bank |
| 9. Central Bank of India | 10. Catholic Syrian Bank |
| 11. Corporation Bank | 12. Deutsche Bank |
| 13. Development Credit Bank | 14. Dhanlaxmi Bank |
| 15. Federal Bank | 16. HDFC Bank |
| 17. ICICI Bank | 18. IDBI Bank |
| 19. Indian Bank | 20. Indian Overseas Bank |
| 21. Indusind Bank | 22. ING Vysya Bank |
| 23. J and K Bank | 24. Karnataka Bank |
| 25. Kotak Mahindra Bank | 26. Karur Vysys Bank |
| 27. Punjab National Bank | 28. Oriental Bank of Commerce |
| 29. South Indian Bank | 30. Standard Chartered Bank |
| 31. State Bank of Bikaner & Jaipur | 32. State Bank of Hyderabad |
| 33. State Bank of India | 34. State Bank of Mysore |

35. State Bank of Travencore 36. State Bank Of Patiala
37. Tamilnad Mercantile Bank 38. Union Bank of India
39. United Bank of India 40. Vijaya Bank
41. Yes Bank

For making payment through Demand Draft against the online Challan generated for OTC:

The intended bidders are require to draw demand draft in favour of below furnished details.

Sr No.	Account title
1	GOH E- PROC EMD ESCROW A/C DSND HAFED

The Haryana State Cooperative Supply and Marketing Federation Limited: Chandigarh

NOTICE INVITING PERCENTAGE RATE TENDERS:

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

_____ detail of the estimate of which are given in paragraph 14 below :

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

3. Earnest money amounting to Rs.10,000/- shall be paid through Online as per <https://haryanaeprocurement.gov.in>

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

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

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

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

7. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission, of the tenders. A tenderer shall be deemed to have full knowledge of all the relevant documents, samples, site etc. whether he inspects them or not.

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

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

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

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

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

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

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

15. PROCEDURE FOR SUBMISSION AND OPENING OF TENDERS

The tender documents issued by this office contain page to

16. The intending contractor shall fill in the percentage rate above/below in the details of the estimate referred to in paragraph-14 above at its appropriate place, sign all pages of the tender documents and initial corrections etc. The sealed envelope subscribed "Tender
..... alongwith other documents namely duly accepted power of attorney in original or attested copies in the name of tenderer or his authorized representatives or agents to act on behalf of the contractor, and (b) documents in respect of payment of earnest money, and delivered in office of the Executive Engineer by the prescribed hours.

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

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

Contractor

Witness

Executive Engineer

H A F E D

PERCENTAGE RATE TENDERS

AND

CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of Invitation to tender posted on a board hung-up in the office of and signed by the Executive Engineer.

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

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

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

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

4. The Executive Engineer or his duly authorized assistant will open tenders in the presence of any intending contractors or their authorize agent who may be present at the time and will enter the amount of several tenders in a Comparative Statement in a suitable form. In event of a tender being accepted a receipt for the earnest money forwarded there-with shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

5. The Managing Director shall have the right of rejecting all or any of the tenders.

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

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

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

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

TENDER FOR WORKS

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

below estimate

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

above common schedule of rates of P.W.D.

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

MEMORANDUM

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

(a) General Description

(b) Estimated cost

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

(c) Earnest money

..... Rs.

(d) Security deposit (including earnest money)

..... 5%

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

(e) Percentage, if any, to be deducted from bills Rs. (Rupees percentage)

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

order to commence

..... Months

Item No. 1	Item of Work 2	Unit 3	Per 4	Rate Tender	
				In Figures 5	In Words 6

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Note: To be continued on additional sheets as found necessary.

CONDITIONS OF CONTRACT

Security deposit will be the same percentage as that in the tender at (c)

Clause 1:--- The person/persons whose tender may be accepted (hereinafter called the contractor),shall permit HAFED at the time of making any payment to him for work done under the contract to deduct such sum as well (with the earnest money deposited by him) amount to 10% subject to a maximum of 5% of all money so payable. Such deduction will be held by HAFED by way of security deposit. All compensation or other sums of money payable by the contractors to HAFED under the terms of his contract may be deducted from his security deposit or from any sum, which may be due or may become due to the contractor by HAFED on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum which may have been deducted from or raised by sale of his security deposit or any party thereof.

Compensation
for delay

Clause 2 – The time allowed for carrying out the works as entered in the tender shall be strictly observed by the contractor, and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent which the E.E. Hafed in-charge may levy on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced, or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-fourth of whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the E.E. Hafed may levy on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete : provided always that the entire amount of compensation to be paid under the provision of this Clause shall not exceed ten per cent of the estimated cost of work as shown in the tender. The Managing Director may on representation in writing from the contractor reduce the amount of compensation and his decision in writing shall be final.

Action when
whole of security
deposit is
forfeited.

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

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

In the event or any of the above courses being adopted by the Managing Director, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or be paid any sum of or for any work therefore actually performed under this contract, unless and until the Executive Engineer will have certified in writing the

performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

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

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

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

Extension of time

Clause 5 – If the contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the E.E. within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid, and the M.D. shall if in his opinion (which shall be final) reasonable grounds be shown therefore authorize such extension of time, if any as may, in his opinion be necessary or proper. SE/CE Hafed is empowered to give the time extension for a period of 3 months for the work costing upto Rs. 10 Lacs.

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

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

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

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

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

Clause 7 – No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed

and certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting bill thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect, or the recurring of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under those conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Bills to be submitted monthly.

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

Bills to be on printed forms.

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

Stores supplied by Hafed.

Clause 10 – If the specifications of estimate of the work provides for the use of any special description of material to be supplied from the Engineer-in-charge's store or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning for effect of this contract specified in the schedule or memorandum here to annexed), the contractor

shall be supplied with such materials and stores required from time to time to be used by him for the purposes of the contract only and the value of the full quantity of materials and stores so supplied at the rates specific in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor but not shall on any account be removed from the site of the work without the written permission of the Engineer-in-charge and shall at all times be open to inspection by him. Any such materials unused and in perfectly good condition at the time of the completion of contract, shall be returned to the Engineer in charge's store if by a notice is by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claims for compensation on account of any such material so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

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

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

Removal of employees, workmen and foremen.

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

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

Alteration in

Clause 12 – The Engineer-in-charge shall have power to make any alteration in or omission from additions, to or substitutions for, the original specifications,

specification and Designs, do not invalidate contracts.

drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, additions, or substitution shall not invalidate the contract; and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion and if the altered, additional of substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of the district subjects` to the same percentage above or below as included in the contract, and if such class of work is not entered in the schedule or rates of the district then the contractor shall within seven days of the date of his receipts of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge and M.D. do not agree to this rate he shall by notice in writing, be at liberty to cancel his order to carryout such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined lastly herein before mentioned, then and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of dispute the decision of the M.D. will be final.

Extension of time in consequence of alteration.

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

No compensation for alteration in or restriction of work to be carried out.

Clause 13 – If at any time after the commencement of the work the HAFED shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from execution of the work in full that which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work originally contemplated.

Action and compensate on payable in case

Clause 14 – If it shall appear to the Engineer-in-charge or his subordinate incharge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any

of bad work.

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

Works to be open to inspection.

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

Contractor, or responsible agent to be present.

Notice to be given before work is covered up

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

Contractor liable

Clause 17 – If contractor or his work people, or servant shall break, deface, injure or destroy any part of a building, if they may be working on any building, road,

for damage done
and for
imperfections for
6 months after
certification.

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

Contractor to
supply plant
ladders,
scaffoldings, etc.

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

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

**Female
Labour**

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

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

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

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

Work on Sunday

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

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

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

Work not to be sublet.

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

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

Sum payable by way of compensation to be considered as responsible

Clause 22 – All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of HAFED without reference to the actual loss or damage sustained, and whether or

compensation without actual loss.

not any damage shall have been sustained.

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

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

Changes in constitution of firm.

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

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

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

Arbitration Clause

Clause 25 – If any question, difference or objections on what-so-ever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party or whether the contract should be terminated or has been rightly terminated or as regards the rights and obligation of the parties as a result of such termination, then save in so far as the decision of any such matter is herein-before provided for and has been so decided, every such matter shall be referred for arbitration to the Arbitrator to be appointed by the RCS on a, written request from the Contractor/Executive Engineer who will act as such at the time of reference within 30 days of the final payment has been made or from the date a registered notice for receiving the final payment is sent to the Contractor, and in case of minus bill then from the date of signing by the contractor such bill or from the date of notice to the contractor for his bill being minus, and his decision shall be final and binding and where the matter involves a claim for or the payment or recovery or deduction of money, only the amount if any, awarded in such arbitration shall be recoverable in respect of the matter so referred.

If the matter is not referred to the arbitration within the period specified above, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely time-barred.

Lump sum in
estimate

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

Action where no
specification.

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

Definition on works

Clause 28 – The expression “works” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such constructions be constructed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original altered, substituted or additional.

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

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

Particulars	Rates at which the material will be charged to the contractor			Place of delivery
	Units	Rs	P.	
1. Cement Bag	Each	231 (including 3% storage charges)	75	
2. Recovery of Bricks	1000 Nos.	3150	00	
3. Recovery of Brick bats	Cum	319	00	

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(Signature of Contractor)

H A F E D**SUPPLEMENTARY CONDITIONS OF CONTRACT**

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

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

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

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

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

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

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

8. The Engineer-in-charge may from time to time by direction in writing without in any way vitiating or affecting the contract, order the contract, to suspend the work or any part thereof at such time of times as the Engineer-in-charge may deem desirable and for any cause and the contractor shall

not after such directions to suspend the works or any part thereof, proceed with the work directed to be suspended until he receives a written order to do so from the Engineer-in-charge.

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

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

11. SITE ORDER BOOK. The contractor shall also maintain an order book at the site of each of the works wherein the instructions of the Engineer-in-charge or his representative about the work shall be recorded. The order book shall be the property of the employee and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book once a day in token of his having perused the orders given therein.

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

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

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

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

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

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

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

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

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

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

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

23. Whenever what will be supplied by the Federation recovery on account of water shall be made from the contractor at the rate of 1% of the amount on items where water has been used.

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

25. The recovery of cost of cement supplied by Hafed to the contractor for use on Hafed works shall be made as under :

- (i) If the quantity of cement consumed on the work is as required under the P.W.D. Specifications, the rate as mentioned in the Agreement.
- (ii) If the quantity consumed is less upto 5% of that required to be used according to the specifications, herein stipulated or fixed by Engineer-in-charge, the cost of less quantity will be recovered at Agreement rates.
- (iii) If the quantity of cement consumed is in excess of 5% of the quantity required under the specifications the cost of entire cement consumed excess will be recovered at penal rate i.e. double the Agreement rate.

- (iv) If quantity of cement consumed is less by more than 5% of specifications, the cost of cement less consumed will be recovered at the Agreement rate and in addition to that rates of the item of work where it is likely to be consumed will also be paid at reduced rates. It shall be the discretion of the depts. to determine whether the stability of the structure is effected adversely due to less consumption of materials and in case it is felt that it is likely to be so, the Executive Engineer Incharge shall reject the work and decision of S.E. in such matter shall be final.

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

27. 10% security will be deducted from the gross amount of each running bill of the agency subject to a maximum of 5% of all the tendered value. The earnest money deposited of the tender will be treated as part of the security. One-half of the security deposit will be refunded on completion of the work/issue of Taking-over Certificate, and the other half will be released one year after expiry of the Defects Liability period. The contractor shall have the option to replace the second half of retention money with unconditional bank guarantee for the desired period.

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

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

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

Contractor

Witness

Executive Engineer

EXPLANATORY NOTES

1. The above rates are for completed work including cost of all materials, labour, tools and plants and water etc. unless otherwise specified.
2. All other such items covered by the Haryana P.W.D. schedule of Rates 1988 corrected up to date and got carried out, if any, will be paid for as per Haryana P.W.D. schedule of rates, 1988 corrected up to date subject to the accepted tendered premium/abatement given by contractor.
3. All clauses and notes given in the Haryana P.W.D. schedule of rates 1988 with up to date correction slips shall be applicable to all above items where ever necessary.
4. The description, rates, units, etc of above schedule shall be corrected as per Haryana P.W.D. schedule of rates, 1988, in case of any error or omission.
5. Chapter numbers with items referred to above are of Haryana P.W.D. schedule of rates 1988 corrected up to date.
6. The whole work shall be carried out strictly in accordance with the Haryana P.W.D. specification book 1990 edition, as applicable with up to date correction slips.
7. No premium shall be payable on the items which are not provided in the Haryana P.W. D Schedule of rates, 1988 corrected up to date.
8. Samples of all building materials, doors and windows, fittings and other articles required for use on the work shall be got approved from the Engineer-in-charge. Articles manufactured by firms of repute, approved by the Engineer-in-charge, shall only be used. Only articles classified as "First Quality" by the manufacturers shall be used. Articles which are not 'First quality' shall be rejected by the Engineer-in-charge. Preference shall be given to those articles which bear ISI certificate work In case, articles bearing ISI certification Mark are not available, the quality of samples brought by the construction shall be judged by the standards laid down in the relevant ISI specifications.
9. All material and articles brought by the contractor to the site of work for use shall conform to the samples approved, which shall be preserved till the completion of work. Final decision to reject any material shall rest with the Engineer-in-charge.

10. The contractor shall provide such recesses, holes opening etc. as directed by Engineer-in-charge as required for the Electrical/sanitary work and nothing shall be payable on this account.
11. Thickness of RCC shall be measured and paid for as structural sizes designed.
12. Steel used in supports, spacers and for hooks and overlaps which are not approved i.e. which are not provided according to the drawing or the instructions of Engineer-in-charge shall not be measured for payment.
13. Wherever there is a provision for flush doors, only doors as bear the ISI certification marks and arranged from manufacturer of good repute shall be accepted. In case, flush doors bearing ISI certification marks are not available in the market, flush doors conforming to ISI specifications and arranged from manufacturer of good repute shall only be accepted.
14. Steel butt hinges shall strictly conform to Indian standards specification 19-1341-1970 (latest edition) and dimensions given in table 2 for medium weight cold rolled mild steel butt hinges of the above specifications. Hinges shall be of good workmanship and manufactured by the firm of good repute.
15. Analysis of rates for non-schedule/items i.e items which are not provided in the Notice inviting tender/Haryana P.W.D. schedule of rates, 1988 corrected upto date shall be payable as per actual lowest materials rates from the recognized public market suitable to the executing Division and wages of labours as applicable at the time of execution of work, plus admissible contractor's profit and over head charges. For such items of materials, the contractor shall be required to produce original vouchers which shall be subjected to verification by the Engineer-in-charge, if deemed necessary. The rates for non-schedule items shall be approved by the competent authority as recognized in the Departmental Financial rules in existences at the time of approval.
16. Tender with the condition regarding steel work to be done at labour rate shall be considered invalid and rejected straightway.
17. For quality control, the contractor shall be required to use cement concrete mix giving minimum cube strength as may be prescribed in the relevant structural drawings of work. For cement concrete and cement mortar work and other items the tests should be regularly carried out as per procedure laid down in relevant ISI and other codes at the expense of the contractor. The rates provided in the HSR 1988 include the cost of such testing.

18. Irrespective of what is stated in para 9 (b) of the preface of Haryana PWD schedule of rates, 1988 no carriage of cement, steel and bricks of any other type of material shall be admissible irrespective of lead involved.
19. If, however, the contractor seek some assistance from the department in connection with arranging water/electric connection from the public utility service authorities for the purpose of Govt. work such assistance only to the extent of writing a letter from the Engineer-in-charge of the authority concerned for giving such connection may be provided. All charges etc. shall be borne by the contractor.

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

Divisional Accountants

Divisional Head Draftsman

Executive Engineer(s)

Contractor

Witness

DNIT OF RAISING OF BOUNDARY WALL IN HAFED SUGAR MILL COMPLEX AT PANNIWALA MOTA (SIRSA)

TENDER AMOUNT:- Rs. 5.18 Lakh
EARNEST MONEY:- Rs. 0.10 Lakh
TIME LIMIT:- 1 ½ Months

Sr. No.	HSR item	DESCRIPTION	QTY	UNIT	Rate To Be Quoted By The Tenderer
1	11.9	First class brick work laid in cement sand mortar 1:4 in first storey up to 4 meters above plinth level	102.06	Cum	
2	10.60	Cement concrete 1:1 ½ :3 with stone aggregate 20mm nominal size in first storey upto 4 mtr above plinth level.	0.72	Cum	
3	10.115-Note	25 mm thick CC topping 1:2:4 as per HSR	74.97	Sqm	
4	15.5	12 mm thick cement plaster 1:4	499.80	Sqm	
5	15.10	15 mm thick Cement plaster 1:4	499.8	Sqm	
6	18.1(c)	Steel work, fixed independently without connecting plates, including cutting, hoisting and fixing in position in (c) tees, angles and channels	10.1966	Qtl	
7	24.36	Barbed wire with 9 rows horizontal and 2 diagonal rows as per HSR	327.96	Mtr.	
8	16.48	White wash 3 coats	749.70	Sqm	
9	16.61	Finishing walls with exterior decorative with cement based paints such as snowcem on all new work as per HSR complete.	749.70	Sqm	
10	16.9 + 16.17	Painting two coats with priming coat with ready-mixed paint for metallic surfaces in all shades on new steel or iron work.	37.59	Sqm	

NOTE:

1. The agency should have executed at least one work of 80 % amount OR two works of 50% amount OR three works of 40% amount of similar nature.
2. Potable and wholesome water is to be used for construction and curing work.
3. The descriptions of items are given in brief which may be read complete as per chapter no. mentioned according to HSR 1988.
4. The sanctioned ceiling premium are applicable as per Haryana Gazette Notification dated 22.11.2011 as applicable w.e.f. 22.11.2011 as got approved by Hr. PWD B & R Deptt.
5. No premium will be allowed on N.S. items.
6. The rates of HSR Items depicted in the DNIT are basic rates without sanctioned ceiling premium.

Recovery of old material (Fixed rates for below given items).

- (i) Old Bricks @ Rs. 3150/- per 1000 Nos.
- (ii) Brick bats @ Rs. 319/- per cum.

HDM**XEN (Hisar / Rohtak)****XEN (HQ)****APPROVED BY**

**SUPERINTENDING ENGINEER
HAFED, PANCHKULA**