

**Tender Document  
For**

**REPAIR OF SURFACE BY PLASTERING, INTERNAL &  
EXTERNAL PAINTING & OTHER ANCILLARY WORKS OF  
RESIDENTIAL TOWERS AT PIYUSH HEIGHTS, SECTOR-  
89, FARIDABAD**

**PIYUSH HEIGHTS RESIDENTS WELFARE ASSOCIATION  
(PHRWA)**

**PIYUSH HEIGHTS, SECTOR-89, FARIDABAD – 121002**



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**SECTION-I**

**NOTICE INVITING TENDERS**

**PIYUSH HEIGHTS RESIDENTS WELFARE ASSOCIATION  
(PHRWA)  
PIYUSH HEIGHTS, Sector-89, Faridabad – 121002**

**NOTICE INVITING TENDERS (NIT)**

(Domestic Competitive Bidding)

**NIT No.: PHRWA/Reno Tender/2021/ 01**

**Dated:15.10.2021**

Bids on "**Item Rate**" are invited through **Domestic Competitive Bidding in Single Stage -Two Part Bidding** Basis {i.e. Part-I (Cover-I): Technical Bid and Part-II (Cover-II): Price / Financial Bid} for and on behalf of the PHRWA *from* eligible **Sole Bidders** for the work of "**Repair of surface by plastering, internal & external painting& other ancillary works of Residential Towers at Piyush Heights, Sector-89, Faridabad**". Items are to be strictly executed as per the technical specifications of CPWD. Materials of specified Make / Brand, as mentioned in the tender document, shall only be used during execution of the works.

Complete Bid Documents/Tender Documents can be purchased during work days/hours from the Admin office, PHRWA or downloaded from [www.piyushheightsrwa.com](http://www.piyushheightsrwa.com) with Tender Documents Fee by way of Online/ Crossed Demand Draft at the time of submitting the bid document.

**BRIEF DETAILS & CRITICAL DATES OF THE TENDER:**

**1.0 Brief Details of the Tender:**

S. No.	Item	Description
1	Name of Work	<b>Repair of surface by plastering, internal &amp; external painting&amp; other ancillary works of Residential Towers at Piyush Heights, Sector-89, Faridabad</b>
2	Tender Specification No.	PHRWA/Reno Tender/2021/01
3	Mode of Tendering	Physical Bidding + Reverse Auction(Open Tender) <b>Cover-I:</b> Techno-Commercial Bid <b>Cover-II:</b> Financial Bid/Price Bid
4	Estimated Cost	<b>Rs.2.92 Crores (including GST)</b>
5	Tender Documents Fee	<b>Rs. 500/-</b> only (Online or in the form of Crossed Demand Draft in favour of "Piyush Heights Residents Welfare Association Sector-89 Faridabad" payable at Faridabad.)
6	EMD (Bid Security)	<b>Rs.1,00,000/-</b> (Rupees One Lakh only)(in the form of Crossed Demand Draft in favour of "Piyush Heights Residents Welfare Association Sector-89 Faridabad" payable at Faridabad.)

7	Completion Period / Schedule	Seven (12) Months from date of LOA.
8	Required validity of Bid	90 days after the last date of bid submission
9	Tender Inviting Authority	<b>President, PHRWA, Sector-89, Faridabad</b>
<b>1.2 THE CRITICAL DATES OF TENDER ARE AS UNDER:</b>		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
(i)	Publishing Date & Time	<b>15.10.2021 (17:00 hrs)</b>
(ii)	Document Purchase Start Date & Time	<b>15.10.2021 (17:00 hrs)</b>
(iii)	Pre-bid meeting Date & Time	<b>Not Applicable</b>
(iv)	Bid Submission Start Date & Time	<b>15.10.2021 (17:00 hrs)</b>
(v)	Offline submission closing (address, date & time)	<b>Admin Office, Piyush Heights, Sector-89, Faridabad</b>
		<b>06.11.2021 (11:00 hrs)</b>
(vii)	Opening of Techno commercial Bid (Cover-I)	<b>Piyush Heights, Sector-89, Faridabad</b>
		<b>06.11.2021 (14:00 hrs)</b>
(viii)	Physical Price bid Opening (Cover-II)	Venue, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive.

## **2. Eligible Bidders**

### **2.1 This Invitation for Bid is open to:**

- a) The bidders who are incorporated as legal entity (Company) / Firm / Agency/ Proprietor (except joint venture) as per the Laws of India.
- b) All bidders meeting the Qualification Criteria as defined in clause 3, herein after;

### **2.2 The Bidder should not have been banned/de-listed/blacklisted/debarred from business by any Govt. Deptts. / PSUs / Private Institute/ Private Organisation etc. Self-Declaration in this regard is to be submitted as per the enclosed proforma (Forms-6, Section-III)**

## **3. Qualification of the Bidder**

### **3.1 All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:**

- a) Duly signed & notarized copies of documents defining the constitution or legal status, place of registration, and principal place of business; Notarised Power of Attorney (POA) on non-judicial stamp-paper with Authority of Executant or Authorisation Letter (only accepted in case of a proprietary firm) of the signatory of the Bid to commit the Bidder.

Additional information as sought in the Form-1 Details Information about the bidder, Section-III shall also be provided;

- b) Work experience to demonstrate meeting the criteria stipulated in clause 3.2 A (b) shall be provided in Form-3, Past Work Experiences record, Section-III. The work experience shown shall be supported with the **Notarized copy** of Letter of Award /Work Order / Job Order with detailed Scheduled of Quantities & Prices (SOQP) / Priced BOQ& detailed Scope of executed Works. The bidders shall also necessarily submit notarized copy of the following documents to establish the successful completion of the awarded works:

- i) Bidders shall submit Notarized copy of successful completion certificate issued by the owner/employer.  
ii) In case Owner/employer issuing experience, certificate is non-government entity, the bidders shall also submit **Notarized copy of TDS certificate**.

**The experience certificates furnished by the bidder shall be got verified from the concerned employer before making the bid eligible. If Experience Certificate is found fake / forged then Bid Security of the bidder shall be forfeited& all concerned authorities shall be informed for such fraudulent practices.**

- c) Information on financial criteria stipulated in clause 3.2A (a) shall be furnished in Form -4, Annual turnover, Section-III. Duly Notarized Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past three years (**ending FY 2020-21**) shall be submitted to ascertain bidder's meeting the financial criteria.
- d) Latest Solvency Certificate in original copy and details of sanctioned and available Bank limits duly certified by bidder's Banker.

3.2 A To qualify for award of the Contract, each bidder should necessarily have:

- a) Achieved in any one year in last Four (04) years ending **FY 2020-21**, a minimum financial turnover of at least equal to estimated cost of the work i.e. **Rs. 2.50 Crores** for which bid has been invited.
- b) Satisfactorily completed as a **Prime Contractor** similar works during last Five (5) years (28 days prior to the deadline for submission of Bid) should be either of the following:

Three (03) similar completed works costing not less than **Rs. 100 Lakhs** each

OR

Two (02) similar completed works costing not less than **Rs.125 Lakhs** each

OR

One (01) similar completed work costing not less than **Rs. 175 Lakhs**

**Similar nature of work is defined as:**

Painting / White-washing Works of at least Six (06) Storey Residential / Non-Residential Buildings(minimum 25000 Sqm. painting work is required- which shall be calculated collectively on only all eligible works mentioned in the qualifying Criteria).

OR

“Civil Work including Painting work” (minimum 25000 Sqm. painting work is required- which shall be calculated collectively on only all eligible works mentioned in the qualifying Criteria).

- 3.2 B Each bidder must also produce with their Bid:
- i) PAN No., GST Registration No. and EPF
  - ii) A declaration that the information furnished with the bid documents is correct in all respects in form-5, form of declaration, Section-III.
  - iii) Any other certificates as defined in the tender document.
- 3.2 C To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in clauses 3.1 and 3.2(A) & (B) shall make the bid non-responsive.
- 3.2 D JVs or any other arrangement other than sole bidder is not allowed. **Work experience of bidder as sub-contractor shall not be considered in qualification of its bid.**
- 3.3 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have.
- (i). Made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
  - (ii). Quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.
  - (iii). Any kind of active or passive canvassing for bid.
- 4.0 Tenders must be accompanied by the Earnest Money of the amount specified for the work in the table. Any Bid not accompanied with Earnest Money will not be considered & the bid shall be rejected.
- 5.0 Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of Bids shall be notified in Employer's notice board, will be published in Employer's Website only. Bidder(s) are advised to check with employer regularly before the deadline for submission of Bids.
- 6.0 The PHRWA 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 at its sole discretion, without thereby incurring any liability to the affected Bidder or Bidder(s).
- 7.0 In case of any dispute or conflict in the bid document, interpretation of Employer shall be final and binding.

(For & on behalf of PHRWA.)

**President, PHRWA**  
Tele: 0129-4873395  
E-mail: renovation@piyushheightsrwa.com

**SECTIONII**

**INSTRUCTIONS TO BIDDERS (ITB), BIDDING DATA**

**AND**

**INFORMATION FOR BIDDERS (IFB)**



## Section II: Instructions to Bidders (ITB)

### Bidding Data

#### Instructions to Bidders

<b>Clause</b>	<b>A. General</b>	<b>16</b>	Deadline for Submission of Bids
<b>1</b>	Scope of Bid	<b>17</b>	Late Bids
<b>2</b>	Eligible Bidders	<b>18</b>	Modification and withdrawal of Bids
<b>3</b>	Qualification of the Bidder	<b>Clause E. Bid Opening and Evaluation</b>	
<b>4</b>	Cost of Bidding	<b>19</b>	Bid Opening
<b>5</b>	Site Visit	<b>20</b>	Process to be Confidential
<b>Clause</b>	<b>B. Bidding Documents and Evaluation</b>	<b>21</b>	Examination of bids and Determination of Responsiveness
<b>6</b>	Content of Bidding Documents	<b>22</b>	Evaluation and Comparison of Bids
<b>7</b>	Clarification of Bidding Documents and Pre Bid Meeting	<b>23</b>	Preference for Domestic Bidders
<b>8</b>	Amendment to Bidding Documents	<b>Clause F. Award of Contract</b>	
<b>Clause</b>	<b>C. Preparation of Bids</b>	<b>24</b>	Award Criteria
<b>9</b>	Language of Bid	<b>25</b>	Employer's Right to Accept any Bid And to Reject any or all Bids
<b>10</b>	Bid Prices	<b>26</b>	Notification of Award and Signing of Agreement
<b>11</b>	Currencies of Bid and Payment	<b>27</b>	Performance Security Deposit
<b>12</b>	Bid Validity	<b>28</b>	Advances
<b>13</b>	Earnest Money	<b>29</b>	Corrupt or Fraudulent Practices
<b>14</b>	Alternative Proposals by Bidders	<b>30</b>	General
<b>Clause</b>	<b>D. 15. Submission of Bids</b>		

**Section-II**  
**Instructions to Bidders (ITB)**

**A. General**

**1. Scope of Bid**

- 1.1** The PHRWA here in after referred to as the Employer invites bids for the Works, as described in these documents and referred to as “the Works” .The name and identification number of the works is provided in the NIT.
- 1.2** The successful Bidder will be required to complete the Works in the Time allowed for Completion specified in the NIT / Conditions of Contract.
- 1.3** Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer , bid/tender, bidding/tendering, etc.) are synonymous.

**2. Eligible Bidders:**

**2.1** This Invitation for Bid is open to:

- a) The bidders who are incorporated as legal entity (Company) / Firm / Agency/ Proprietor (except joint venture) as per the Laws of India.
- b) All bidders meeting the Qualification Criteria as defined in clause-3, herein after;

**2.2** The Bidder should not have been banned/de-listed/blacklisted/ debarred from business by any Govt. Depts. / PSUs / Private Institute/ Private Organisation etc. Self-Declaration in this regard is to be submitted as per the enclosed Performa (Forms-6, Section-III)

**3. Qualification of the Bidder**

**3.1** All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

- a) Duly signed & notarized copies of documents defining the constitution or legal status, place of registration, and principal place of business; Notarised Power of Attorney (POA) on non-judicial stamp-paper with Authority of Executants or Authorisation Letter (only accepted in case of a proprietary firm) of the signatory of the Bid to commit the Bidder.
- Additional information as sought in the Form-1 Details Information about the bidder, Section-III shall also be provided:

Work experience to demonstrate meeting the criteria stipulated in clause 3.2 A (b) shall be provided in Form-3, Past Work Experiences record, Section-III. The work

experience shown shall be supported with the **Notarized copy** of Letter of Award /Work Order / Job Order with detailed Scheduled of Quantities & Prices (SOQP) / Priced BOQ & detailed Scope of executed Works. The bidders shall also necessarily submit notarized copy of the following documents to establish the successful completion of the awarded works:

- i) Bidders shall submit Notarized copy of successful completion certificate issued by the owner/employer.
- ii) In case Owner/employer issuing experience, certificate is non-government entity, the bidders shall also submit **Notarized copy of TDS certificate**.

**The experience certificates furnished by the bidder shall be got verified from the concerned employer before making the bid eligible. The Employer also reserves the right to visit physically work sites to verify quality of work. If Experience Certificate is found fake / forged, then Bid Security of the bidder shall be forfeited & all concerned authorities shall be informed for such fraudulent practices.**

- b) Information on financial criteria stipulated in clause 3.2A (a) shall be furnished in Form -4, Annual turnover, Section-III. Duly Notarized Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past four years (**ending FY 2020-21**) shall be submitted to ascertain bidder's meeting the financial criteria.

3.2 A To qualify for award of the Contract, each bidder should necessarily have:

- a) Achieved in any one year in last four (04) years ending **FY 2020-21**, a minimum financial turnover of at least equal to estimated cost of the work i.e., **Rs. 2.50 Crores** for which bid has been invited.
- b) Satisfactorily completed as a **Prime Contractor** similar works during last Five(5) years (28 days prior to the deadline for submission of Bid) should be either of the following:

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**Similar nature of work is defined as:**

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OR

“Civil Work including Painting work” (minimum 25000 Sqm. painting work is required- which shall be calculated collectively on only all eligible works mentioned in the qualifying Criteria).

3.2 B Each bidder must also produce with their Bid:

- i) PAN No., GST Registration No., and EPF Registration No.
- ii) A declaration that the information furnished with the bid documents is correct in all respects in form-5, form of declaration, Section-III.
- iii) Any other certificates as defined in the tender document.

3.2 C To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents in clauses 3.1 and 3.2(A) & (B) shall make the bid non-responsive.

3.2 D JVs or any other arrangement other than sole bidder is not allowed. **Work experience of bidder as sub-contractor shall not be considered in qualification of its bid.**

3.3 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (iv). Made misleading or false representations in the forms, statements, declarations, and attachments submitted in proof of the qualification requirements; and/or
- (v). Participated in the previous bidding for the same work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

#### **4. Cost of Bidding**

The Bidder shall be are all costs associated with the preparation and submission of his/ her Bid, and the Employer will, in no case, be responsible or liable for those costs, regardless of the outcome of the Bidding process.

#### **5. Site Visit**

5.1 The tenderers, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender, in respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:

- a) Site conditions including access to the site, existing and required roads and the or means of transport/ communication for use by the main connection with the works;
- b) Requirement and availability of land and other facilities for their enabling works colonies, stores and workshops etc.
- c) Ground conditions including those bearing upon transportation, disposal , handling and storage of materials required for the work or obtained there from.
- d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for work and Laws and Regulations governing the issues and employment.
- e) The type of equipment and facilities needed, preliminary ,for and in the performance of the work; and

f) Allot her information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

5.2 The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating here to, on their part. The consequence soft he lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charge so claims whatsoever consequent upon the lack of any information, knowledge or understandings shall be entertained or payable by the Employer.

## **B. Bidding Documents and Evaluation**

### **6. Content of Bidding Documents**

6.1 The set of bidding documents comprises the documents listed below and add end a issued in accordance with Clause 8 of ITB.

Section I	Notice Inviting E-Tender
Section II	Instructions to Bidders (ITB) and Information for Bidders (IFB)
Section III	Tender Form, Form of declaration and Qualification Information
Section IV	General Conditions of Contract (GCC) and Schedules
Section V	Forms
Section VI	Special Conditions of Contract (SCC)
Section VII	Schedule of Quantities and Prices
Section VIII	Technical Specifications (TS) and Safety Manual
Section IX	Drawings

6.2 The bidder is expected to examine carefully all instructions, Forms, Schedules of Quantities and Price, qualification information and other schedules ,General and Special conditions of contract, specifications, and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall beat the bidder's own risk. Pursuant to clause 21 here of, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### **7. Clarification of Bidding Documents and Pre-bid Meeting**

7.1 A prospective Bidder requiring any clarification of the bidding documents may notify to Tender Inviting Authority in writing or by e-mail at the address indicated in the Bidding Data. The Employer will respond to any request for clarification received earlier than seven (7) days prior to the deadline for submission of online bids. The Purchaser/Employer, then will issue interpretation(s) and clarification(s), the bidder may submit his bid but within the time and date as specified in the Notice Inviting Tender of these instruction to bidders.

Verbal clarification and information given by PHRWA or his employee(s) or his representative(s) shall not in any way be binding on purchaser.

## 8. Amendment to Bidding Documents

- 8.1 Before the deadline for submission of bids, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by issuing addenda.
- 8.2 In case the Schedule of Quantities and Price (Schedule–A) is revised through corrigendum/addendum, in such a case submission of revised financial bid will become mandatory, and the financial bid submitted earlier (i.e. before corrigendum) will become invalid.
- 8.3 Any addendum/corrigenda issued prior to submission of bids may be obtained from the office of PHRWA. All prospective bidders are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their bids accordingly.
- 8.4 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 16 of ITB.

### C. Preparation of Bids

## 9. Language of Bid

All documents relating to the Bid shall be in English language.

## 10. Bid Prices

10.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB, based on the Schedule of Quantities and Prices submitted by the Bidder.

10.2 The Bidder shall adopt the **Item Rate Method** for filling unit rates in the Price Bid.

Item rate method requires the bidder to quote rates and prices for all items of the Works described in the Schedule of Quantities and Prices 'Schedule-A'. The item for which no rate / price or zero is entered by the Bidder, will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Schedule of Quantities and Prices.

10.3(i)

GST payable by the Contractor under the Contract, or for any other cause, as applicable 28 days prior to deadline for submission of Bid, shall be included in the price bid submitted by the Bidder and paid against production of taxable invoice as per the GST Act and Rules there under for claim towards GST/documentary evidences. If there is any variation in rate of GST after 28 days prior to bid submission date, the benefit shall be passed on to the Employer and any positive variation in the rate of, GST shall be reimbursed by the employer as per actual against documentary evidence. TDS, whenever statutorily required under any Tax Act/Rule shall be deducted and deposited and necessary certificate will be provided by the Employer

ii) Statutory variation in taxes & duties or levy of any new tax after 28 days prior to deadline for submission of bid shall not be paid, hence, the bidder shall keep this in mind while quoting their rates.

- iii) GST has been implemented by the Government w.e.f. 01.07.2017. The Contractor, except for the surplus for the categories mentioned at Section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit etc. Undertaking in the prescribed format for passing on benefit of Input Tax Credit Act/ SGST Act shall be submitted along with bid.

#### **11. Currencies of Bid**

The rate and the prices shall be quoted by the bidder entirely in Indian Rupees.

#### **12. Bid Validity**

12.1 Bids shall remain valid for a period as mentioned in the NIT, after the last date of submission of bid.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request 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 e-mail or facsimile. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 14 of IT Bin all respects.

#### **13. Earnest Money Deposit (EMD)**

13.1 The Bidder shall furnish, as part of the Bid, Earnest Money, for the amount specified in the NIT in the form of Demand draft in favour of 'Piyush Heights Residents Welfare Association Sector-89 Faridabad' payable at Faridabad. The information relating to particulars of the bidder's bank shall be submitted by the bidder along with the bid in the ECS Form at Section-V.

13.2 Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Employer as non-responsive bid.

13.3 Earnest Money of bidders who are not qualified for opening of price bid shall be returned within 30 days after such notification. The Earnest Money of unsuccessful bidders will be returned within 30 days of notification of the award of Contract to the successful bidder.

13.4 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.

13.5 (I) The Earnest Money may be forfeited:

- a) if the Bidder withdraws or modify/ revise the bid in the interval between submission deadline and the expiration of the Bid validity; or
- b) if the Bidder adopts corrupt or fraudulent or collusive or coercive practice(s) or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
  - i. Sign the Agreement; and/or
  - ii. Furnish the required Performance Security Deposit.

13.5 (II) Any liability of GST arising out of forfeiture of EMD shall be borne by the contractor.

13.6 Interest or any other charges, whatsoever, will not be payable by the Employer on the Earnest Money Deposit.

#### **14. Alternative Proposals by Bidders**

Bidder(s) shall submit offers that comply with the requirements of the bidding documents, including the Schedule of Quantities and Price, and the basic technical design as indicated in the drawings and specifications. Further, failure to furnish all information required by the Bid Document or submission of incomplete offers, conditional Bid and proposals containing deviations from the Bid Document shall be rejected as non-responsive.

#### **D. Submission of Bids**

#### **15. Submission of Bids**

The Bid shall be prepared and submitted in two parts as stated hereunder. Submission of the bids by any other means shall not be accepted by the Employer in any circumstances. Bids shall be submitted as per the schedule mentioned in the NIT.

#### **15.1 Offline Submission:**

**15.1.1 Cover –I:** This shall be named “Technical Bid”. **No bid price related information shall be mentioned in the Technical Bid**. Techno-commercial Bid shall comprise;

- i). Duly filled Letter of Tender (Form- 2, Section-III)
- ii). Online/Demand Draft against Cost of Tender Document of **Rs.500/- (Rs. Five Hundred Only)**/-
- iii). Demand Draft towards Bid Security/ EMD of **Rs.1,00,000/- (Rs. One Lakh only)**
- iv). Duly filled General Information (Form-1, Section-III), and duly signed & Scanned copies of original documents defining the constitution or legal status, Memorandum of Understanding & Articles of Association, place of registration, and principal place of business;
- v). Duly filled Form -3 (Section-III), Details of past Work Experience along with Notarized Copy of Supporting Documents.
- vi). Duly filled Form -4 (Section-III), stating Annual turnover along with Notarized Copy of Supporting Documents.
- vii). Duly filled Form of Declaration (Form-5)(Section-III).
- viii). Duly filled Declaration of Ineligibility (Form- 6)(Section-III).
- ix). Copy of PAN Card
- x). Copy of GST Registration Certificate
- xi). Copy of EPF Registration Certificate
- xii). Duly filled ECS Form -5 (Section-V).
- xiii). Scanned copy of Form-8 (Section-III).
- xiv). Scanned copy of Form-10 (Section-III).

**15.1.2 Cover-II:** It shall be named “**Financial Bid or Price Bid**” and shall comprise of Schedule of Quantities and Prices (Schedule A).



Financial Bid shall be submitted within due date & time as specified in Bidding Data. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the Bid and no separate claim whatsoever will be entertained on this account.

- 15.1.3 Submission of revised financial bid will be mandatory, in case the same is desired by Employer through corrigendum/addenda. In such a case the financial bid submitted earlier will become invalid.

## **16. Deadline for Submission of Bids**

- 16.1 Complete Bids must be submitted at the address specified, by the date and time as stipulated in NIT / the Bidding Data.
- 16.2 The Employer may, in the exceptional circumstances and at its sole discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the origin a lead line will then be subject to the new deadline.
- 16.3 Any alteration/ modification in the Bid or additional information supplied subsequently to the Bid after period of bid submission, unless the same has been expressly sought for by the Employer, shall be disregarded.

## **17. Late Bids**

Bids, if received by the Employer after the deadline for submission of Bids prescribed in Bid Documents, then it will be considered as 'Late Bid'. In such a case, the bid shall be considered as non-Responsive and shall not be processed further for evaluation.

## **18.0 Modification and Withdrawal of Bid**

- 18.1 No Bid shall be withdrawn or modified/revised in the interval between the Bid submission deadline and the expiration of the Bid validity period specified in Bid Document. Withdrawal or modification of a Bid during this interval will result in the Bidder's forfeiture of its Bid security and further their Bid shall be considered non-responsive.

## ***E. Bid Opening and Evaluation***

### **19. Bid Opening**

- 19.1 The Employer/ Authority inviting Tender will open the bids received (except those received late) in the presence of the bidders/bidders' authorised representatives who choose to attend at the time, date and place specified in the Bidding Data. The Bidders/ Bidder's representatives who are present shall sign a register evidencing their attendance.

In the even to the specified date for the opening of bids being declared a holiday/ any urgency for the Employer, the Bids will be opened at the appointed time and location on the next working day or as scheduled by Employer.

- 19.2 Cover-I i.e. Technical Bids shall be opened first.

- 19.3 Cover-I i.e. Technical Bids shall be evaluated for establishing eligibility of the bidder as per clause 2 & 3 as well as techno-commercially responsiveness as per Clause 21 of ITB, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 19.4 The Cover-II i.e. Financial Bid of only of those Bidder(s), who are found to be meeting the eligibility criteria as well as techno-commercially responsive for the subject Works shall be opened thereafter. The date of opening of the Financial Bid shall be notified separately to all the eligible & techno-commercial responsive Bidder. The Financial Bid shall be opened in presence of Bidder's representatives who wish to be present at the notified time and place.
- 19.5 The Financial Bids of Bidder(s), who are not considered eligible and techno commercial responsive, shall not be opened and will be 'Archived' unopened. The decision of the Employer will be final and binding in this regard.
- 19.6 The Employer at its discretion may open Technical and Financial Bid simultaneously and evaluate the Bid completely.

## **20. Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidder(s) or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

## **21. Examination of Bids and Determination of Responsiveness**

- 21.1 During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:
- ( ) meets the eligibility criteria defined in Clauses 2 and 3;
  - (b) has been properly signed;
  - (c) is accompanied by the required securities; and
  - (d) is substantially responsive to the requirement set in the bidding documents. However, verification of work experience certificate considered for qualification shall be carried out from the concerned Employer/client. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced Schedule of Quantities and Prices, Technical Specifications and Drawings.
- 21.2 A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without any deviation or reservation.
- 21.3 If "Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 21.4 During techno-commercial Bid evaluation, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. The request for clarification and response shall be

in writing or e-mail, however, no change in the price or substance of the Bid shall be sought, offered or permitted. Reply shall be submitted by Bidder within a stated reasonable period of time. If Bidder does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Bids may be rejected.

- 21.5** The Bidders are advised in their own interest to ensure that all the points brought out in the Clause 2, 3 & 15 are complied with in their bid. During clarification, if bidder furnishes the additional work experience document other than the already submitted experience document with the bid, the same cannot be entertained.

## **22. Evaluation and Comparison of Bids**

- 22.1** The Employer will evaluate and compare the Cover II i.e. Financial Bid of bidders whose bids are determined to be substantially techno-commercially responsive in accordance with Clause 21 of ITB.

- 22.2** In case bids are invited on Item Rate Method and if the bid of the successful bidder is front loaded (i.e the items which are to be executed in earlier part of construction period, are quoted high or bid with low rated items to be executed in the later part of contract period) in relation to the Employer (or his authorised representatives)'s estimate of the cost of work to be performed under the contract, the Employer may require that the amount of the performance security set forth in Clause 27 of ITB be increased to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

The additional performance security shall be valid up to Time for Completion of the work under the scope of the contract.

- 22.3** The Package shall be evaluated as a whole and the evaluation of the bids shall be done on total quoted prices. In case the bidder has not quoted for any of the items, the price of all such item(s) against which bidder has not quoted rates/ amount/GST (viz. items left blank or against which '-' is indicated) in the schedules will be deemed to have been included in other item(s)/ Total Quoted amount.

- 22.4** In case the cost as quoted by the bidders in their Price bid are tied among the bidders, The Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) may go for Snap bid or other alternative method to decide the lowest successful bidder at its sole discretion.

Snap bid will be executed as follows:

In case the lowest tendered amount of two or more bidders is same, such lowest bidders will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of the tender, but the revised percentage quoted above/ below on tendered cost should not be higher than the percentage quoted at the time of submission of the tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such bidders refuses to submit revised offer then it shall be treated as withdrawal of his tender before acceptance and 50% of the earnest money deposit shall be forfeited.

If the revised tendered amount two or more bidders received in revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lots in presence of authorized representatives of PHRWA and the lowest bidders those have quoted equal amount of tender.

In case all the lowest bidders those have quoted same tendered amount, refuse to submit revised offer then tender is to be recalled after forfeiting 50% EMD of each bidder.

Bidder(s), whose Earnest Money is forfeited because of non-submission of revised offer cannot be allowed to participate in the retendering process of the work.

## **22.5 REVERSE AUCTION**

Bidders are informed that Reverse Auction (RA) will be conducted for finalizing this Tender. The methodology for evaluation of the bids shall be as under:

- i. After opening of price bids, bidders of **lowest three price bids** whose bids are qualified as per tender conditions will be invited for participation in Reverse Auction.(RA)
- ii. Eligible bidders will be informed separately for rules, schedule and other details of RA.
- iii. The lowest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria/Tender Terms & conditions. Accordingly, the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.
- iv. Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of Reverse Auction. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.
- v. Reverse Auction initial or decrement quotes by bidders shall be excluding taxes.
- vi. The lowest quote after end of Reverse Auction shall be considered for further processing.

## **. Award of Contract**

### **24. Award Criteria**

Subject to Clause 26 of ITB, the Employer will award the Contract to the Bidder who has offered the lowest quoted price during reverse auction, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 & 3 of ITB; (b) determined substantive responsive and (c) and who has offered the lowest Evaluated Bid Price pursuant to Clause 22.

## **25. Employer's Right to accept any Bid or Reject any or all Bids**

Notwithstanding Clause 24 above, 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 affected bidder or bidders.

## **26. Notification of Award and Signing of Agreement.**

- 26.1 The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the "Letter of Acceptance", which will state the sum that the Employer will pay to the Contractor or in consideration of the execution, completion by the Contractor as prescribed by the Contract.
- 26.2. The notification of award will constitute the formation of the Contract until the Formal Agreement is signed pursuant to clause 26.3 of IT Band further subject only to the furnishing of a performance security deposit in accordance with the provisions of Clause 27 of ITB. Within 30 days of date of issue of Letter of Acceptance, Contract Agreement shall be drawn with the successful bidder on prescribed Form.
- 26.3. The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security deposit is furnished.
- 26.4 The successful bidder shall execute an agreement (two set original) with PHRWA on non-judicial stamp paper of appropriate value as per stamp act. The language of the contract shall be English.
- 26.5 The Contractor shall furnish free of charge **Two no. Original & four nos.** of true copies of the Contract to the Employer as mentioned in Bidding Data. The expense of stamp-papers, copying shall be borne by the successful bidder / contractor.

## **27. Performance Security Deposit**

- 27.1 Within 15 (Fifteen ) days from the date of issue of the Letter of Acceptance (i.e. Letter of Award), the successful bidder shall deliver to the Employer, a Performance Security in accordance with Clause 3 of General Conditions of Contract valid till 60 days beyond the Defect Liability Period.
- 27.2 Failure of the successful Bidder to comply with the requirements of Clause 27.1. shall constitute sufficient grounds for cancellation of the award and for forfeiture of the Earnest Money. He will also be debarred from participating in bids invited by the PHRWA for ten years.

## **28 Advances – Deleted –**

## **29. Corrupt, Fraudulent or Collusive or Coercive Practices**

The Employer requires the bidders /contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

- (a) defines, for the purpose of the set provisions, the terms set forth below as follows:

- (i) **"Corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) **"Fraudulent practice"** means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) **"Collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
  - (iv) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract.
  - (v) ~~An agreement called "Integrity Pact" between the prospective Bidders and the Purchaser shall be signed committing the person/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.~~
- (b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for the contract in question.
- (c) The Employer will declare a Bidder ineligible, either indefinitely or for a stated period of time, to award a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing, the contract.

### **30.0 General**

Bidder shall also intimate the names of persons who are working with him in any capacity who are near relatives to any official of the Employer. Any breach of this condition by the bidder/contractor would render him liable to be removed from this contract.

### **SECTION III**

- **LETTER OF TENDER FORM,**
- **QUALIFICATION INFORMATION,**
- **FORM OF DECLARATION,**

**SECTION III**  
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'A') to Integrity Pact

Form-8 INDEMINITY BOND

Form-9 ~~Form of DECLARATION REGARDING APPLICABILITY OF  
START UPs UNDER START UP INDIA INITIATIVE~~

Form-10 Undertaking relating to GST



**FORM - 1**

**General Information**

*The bidder must fill the following information:*

1.	Name of Firm:										
2.	Address (Registered Office):										
3.	Telephone No.- Mobile No.- Email -	Contact Person(s) Name Title/Position									
4.	Place of in The Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) / registration Date										
5.	Legal status of firm - Field of specialty in business -										
6.	Number of present permanent employees:										
		<table border="1"><thead><tr><th>Detail</th><th>Civil Employer (or his authorised representa tive(s)</th><th>Other Engrs.</th><th>Non Employer (or his authorised representative(s)</th></tr></thead><tbody><tr><td>Nos.</td><td></td><td></td><td></td></tr></tbody></table>	Detail	Civil Employer (or his authorised representa tive(s)	Other Engrs.	Non Employer (or his authorised representative(s)	Nos.				
Detail	Civil Employer (or his authorised representa tive(s)	Other Engrs.	Non Employer (or his authorised representative(s)								
Nos.											
8.	Quality assurance system in head office	Certified by:									

Date

Signature

## FORM-2

### Letter of Tender Form

To

The President (PHRWA),  
Piyush Heights, Sector-89  
Faridabad

We have read and examined the following tender documents relating to “**Repair of surface by plastering, internal & external painting & other ancillary works of Residential Towers at Piyush Heights, Sector-89, Faridabad**”

1. i. a) Agreement form
  - b) Notice Inviting Tender
  - c) Information and Instructions to Tenderers
  - d) Tender Forms, Form of Declaration and Qualification information
  - e) General Conditions of Contract and Schedules A,B, C,D,
  - f) Forms
  - g) Special Conditions of Contract
  - h) Safety Manual
- ii. Technical Specifications
- iii. Drawings.
- iv. Amendment issued in pursuance to Clause No. 8 of ITB.
2. We here by tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in Schedule-A and within the period(s) of completion as given in Schedule- D and subject to such terms and conditions as stipulated in the Bid Document.
3. We agree to keep this tender open for acceptance for 90 days from the due date of submission thereof and also agree not to make any modifications in its terms and conditions on our own accord.
4. A sum of **Rs. 1,00,000/- (Rs. One Lakh Only)** is hereby enclosed in form of Demand Draft etc. as per clause 13.0 of ITB from a Nationalised or Scheduled Bank of India as Earnest Money. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord or fail to furnish the prescribed performance guarantee within  
PHRWA, Sector 89, Faridabad

prescribed period, after the acceptance of our tender, that Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said earnest money absolutely. Further, we agree if we fail to commence the execution of the works as provided in the Bid Documents referred to in paragraph-1 above that Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said performance guarantee absolutely/EMD.

We hereby also declare that any of the firms/companies (including our sub-contractors) participating in this tender had not been declared ineligible on account of fraudulent practices.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in Tender Documents, referred to in paragraph-1 above, and it does not contain any deviation to the aforesaid documents. It is further certified that information furnished in the Tenders submitted by us is correct to the best of our knowledge and belief.

(Signature of person duly authorised to sign the Tender on behalf of the Bidder along with seal of company)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Name of Company \_\_\_\_\_

Date: \_\_\_\_\_

Witness:

Name & Address: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**FORM –3**

**Work Experience Record**

**Name of Bidder:** \_\_\_\_\_

Sl. No.	Name of Project	Name of Project Developer / Employer	Description of Work & Contract no.	Value of Work	Date of Award	Date of Start of work	Date completion of work	Remarks
1								
2								
3								
4								
5								

**Note:**

- If space found insufficient, above information may be submitted separately as per the above Performa.
- Please mention detail of satisfactorily completed **similar works only as per Cl. 3.2A (b) of NIT / ITB.**
- In respect of work experience shown above, furnish the **notarized copy of LOA, BOQ and Completion Certificate / TDS Certificate (in case Employer is Private Entities)** in physical form (Hard copies).

Station .....

For & on behalf of.....

Date .....

Signature .....

Designation .....  
**(of the authorized representative of the bidder)**

Official Seal of the Company:

**FORM -4**

**Annual Turnover**

**Name of Bidder:** \_\_\_\_\_

<b>Fiscal Year</b>	<b>Turnover (unit)</b>
1. FY 2017-18	
1. FY 2018-19	
2. FY 2019-20	
3. FY 2020-21	

Fiscal year begins on 01st April in each calendar year.

Duly Notarized Printed Annual reports or financial statements of the Bidder, such as balance sheet, profit and loss statements and auditor's reports for the past four years (**ending FY 2020-21**) shall be submitted to ascertain bidder's meeting the financial criteria.

Date

Signature

**NB: Please attach detailed data sheet wherever possible**

**FORM – 5**

**FORM OF DECLARATION**

**M/s**-----**(name of Tenderer )** having its registered office at ----- (hereinafter referred to as `the Tenderer') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for **“Repair of surface by plastering, internal & external painting& other ancillary works of Residential Towers at Piyush Heights, Sector-89, Faridabad”**, the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted Techno-Commercial/Price Bid proposals are without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the Contract and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Bidder to perform the Contract to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and

The above statement submitted by us is true and correct to our best knowledge.

For and on behalf of the Tenderer

\_\_\_\_\_

Dated:

**FORM – 6**

**FORM OF DECLARATION OF INELIGIBILITY  
UNDERTAKING**

I/ We, M/s ..... (Name of Bidder) hereby certify that I/we have not been banned/de-listed/black listed/debarred from business on the grounds malpractices / fraudulent practices / fake certificates / poor performance of works etc.

**(Seal & Signature of the Bidder)**

**1.0 Ground on which Banning of Business Dealings can be initiated**

- 1.1 If the security consideration, including questions of loyalty of the Agency to PHRWA so warrants;
- 1.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 1.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 1.4 If the Agency uses intimidation / threatening or brings undue outside pressure on PHRWA or its official for acceptance / performances of the job under the contract;
- 1.5 If the Agency misuses the premises or facilities of PHRWA, forcefully occupies or damages the PHRWA's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 1.6 If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 1.7 If the work awarded to the agency has been terminated by PHRWA due to poor performance of the contract in the preceding 5 years.
- 1.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company(PHRWA)or even otherwise;
- 1.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 1.10 If business dealings with the Agency have been banned by the State Government/ Any Ministry of Government of India OR any PSU/ any other authority if intimated to PHRWA or available on Government/ Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note:The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).



Notary Public

**FORM-8**

**INDEMNITY BOND**

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the Haryana State)

This Indemnity Bond executed by <name of Bidder> having their Registered Office at \_\_\_\_\_ in favour of M/s Piyush Heights Residents Welfare Association, Sector-89, Faridabad, Haryana-121002 a Society registered under the Haryana Registration and Regulation of Societies Act, 2012 (Haryana Act No. 1 of 2012)., having its Registered Office at Piyush Heights Sector 89, Faridabad, Haryana-121002 (Hereinafter referred to as the Society).

And whereas the Society has entered into a Contract with M/s \_\_\_\_\_, the executants of this Deed (hereinafter referred to as the Bidder) as its Bidder in respect of the work of \_\_\_\_\_.

AND WHEREAS under the provisions of GCC further stipulates that the Bidder shall indemnify the Society against all claims of whatever nature arising during the course of execution of Contract including defects liability period of 12 Months i.e till \_\_\_\_\_

Now this deed witness that in case the Society is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Bidder, the Bidder hereby covenants and agrees with the Society that they shall indemnify and reimburse the Society to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Society by reason of the Bidder falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Society)

The Bidder further indemnifies the Society for the amount which the Society may be liable to pay by way of penalty for not making deductions from the Bills of the Bidder towards such amount and depositing the same in the Government Treasury.

The Bidder further agree that the Society shall be entitled to withhold and adjust the Security Deposit and/or withhold and adjust payment of Bills of Bidder pertaining to this Contract against any payment which the Society has made or is required to make for which the Bidder is liable under the Contract and that such amount can be withheld, adjusted by the Society till satisfactory and final settlement of all pending matters and the Bidder hereby gives his consent for the same.

The Bidder further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The Bidder further agrees that the liability of the Bidder shall be extended on actual basis notwithstanding in respect of:

1. breach of terms of contract by the Bidder
2. breach of laws by the Bidder
3. breach of Intellectual property rights by the Bidder
4. breach of confidentiality by the Bidder
5. all liabilities to other persons, including employees or agents of Bidder or Employer or any third party for bodily injury, damage to property or other loss which may arise out of or in consequence of the execution or completion of Works and against all costs charges and expenses that may be occasioned to Bidder by the claims of such person.

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Bidder under said Contract between the Society and the Bidder. That this Indemnity Bond is irrevocable and the condition of the bond is that the Bidder shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Society.

In witness where of M/s \_\_\_\_\_ these

presents on the day, month and year first, above written at  
\_\_\_\_\_ by the hand of its signatory Mr/ Ms

\_\_\_\_\_

Signed for and on behalf of

M/s

(Authorised Signatory)

Witness:

**Undertaking by Bidder towards Anti – profiteering Clause of GST Act/ Rules  
(To be submitted on letter head)**

To,

M/s Piyush Heights Residents Welfare Association,  
Sector 89, Faridabad  
-----

Sub.: Tender No. \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_ **(Name of Bidder)** have submitted bid dtd

\_\_\_\_\_ for the aforesaid tender.

Section 171 of CGST Act/ SGST Act stipulates that it is mandatory to pass on the benefits of reduction in rate of tax on supply of Goods or Services or availability of Input Tax credit, by way of commensurate reduction in prices.

Accordingly, it is certified that we duly considered the impact of Input Tax Credit available on supply in the GST regime, in our quoted prices. Further, any benefit of ITC if available t bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid Section 171 of CGST Act/ IGST Act.

Further if any refund on account of GST is received from the Government in future by the Contractor/ Supplier under any GST refund/Exemption or Subsidy Scheme, the same shall be passed on to Employer.

In case this declaration is found faulty in any manner, we shall be fully responsible for the consequential effect including making good of any losses of interest etc. to PHRWA Ltd.

Place: \_\_\_\_\_ (Signature of Authorized Signatory of Bidder)

Date: \_\_\_\_\_ Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal: \_\_\_\_\_

**SECTION -IV**

**GENERAL CONDITIONS OF CONTRACT (GCC)  
AND SCHEDULES**

## GENERAL CONDITIONS OF CONTRACT

### CONTENT

<b>CLAUSE</b>	<b>DESCRIPTION</b>
1.0	DEFINITIONS
2.0	INTERPRETATIONS
3.0	SECURITY DEPOSIT FOR PERFORMANCE
4.0	REFUND OF SECURITY DEPOSIT
5.0	SUFFICIENCY OF TENDER
6.0	CONTRACT DOCUMENTS
7.0	BREAKDOWN OF LUMP SUM ITEMS
8.0	DUTIES AND POWERS OF EMPLOYER'S REPRESENTATIVE
9.0	ASSIGNMENT AND SUB-LETTING
10.0	FACILITIES TO OTHER CONTRACTORS
11.0	CHANGES IN CONSTITUTION
12.0	POSSESSION AND USE OF SITE
13.0	ADVANCES AND RECOVERY THEREOF
14.0	COMMENCEMENT OF WORK
15.0	WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS, ETC.
16.0	SETTING OUT THE WORKS
17.0	URGENT WORKS
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19.0	CONTRACTOR'S SUPERVISION
20.0	INSTRUCTIONS AND NOTICES
21.0	CONSTRUCTION EQUIPMENT
22.0	PATENT RIGHTS
23.0	MATERIALS
24.0	POWER SUPPLY
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- 26.0 WATCHING AND LIGHTING
- 27.0 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS
- 28.0 SITE DRAINAGE, PROTECTION OF TREES AND PREVENTION OF NUISANCE
- 29.0 LABOUR
- 30.0 REMOVAL OF CONTRACTOR'S MEN
- 31.0 MATERIALS OBTAINED FROM EXCAVATION AND TREASURE, TROVE, FOSSILS ETC
- 32.0 FORCE MAJEURE
- 33.0 LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF
- 34.0 CONTRACTOR'S LIABILITY AND INSURANCE
- 35.0 SUSPENSION OF WORKS
- 36.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK
- 37.0 TERMINATION OF CONTRACT ON DEATH
- 38.0 DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART
- 39.0 TIME FOR COMPLETION AND EXTENSIONS
- 40.0 COMPENSATION FOR DELAY
- 41.0 INSPECTION AND APPROVAL
- 42.0 COMPLETION CERTIFICATE
- 43.0 DEFECTS LIABILITY PERIOD
- 44.0 MEASUREMENTS
- 45.0 PAYMENT ON ACCOUNT
- 46.0 PRICE ADJUSTMENT/VARIATIONS
- 47.0 TAXES, DUTIES AND LEVIES ETC.
- 48.0 PAYMENT OF FINAL BILL
- 49.0 OVER PAYMENT AND UNDER PAYMENT
- 50.0 TRAINING OF APPRENTICES
- 51.0 CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL
- 52.0 LAWS GOVERNING THE CONTRACT

- 53.0 PROCEDURE FOR CLAIMS
- 54.0 SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS
- 55.0 SETTLEMENT OF DISPUTES
- 56.0 DEFECTS LIABILITY CERTIFICATE & UNFULFILLED OBLIGATIONS
- 57.0 ECOLOGICAL BALANCE
- 58.0 GENERAL

## SECTION -IV

### GENERAL CONDITIONS OF CONTRACT

#### **CLAUSE-1: DEFINITIONS:**

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the PHRWA and the Contractor, together with documents referred to therein.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as included in the Letter of Acceptance / Letter of Award (LOA).
- (iii) **Contractor:** means the successful tenderer who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's lawful successors, executors, representatives or assigns.
- (iv) **Employer / the Society:** means the Piyush Heights Residents Welfares Association (PHRWA) having its office in the premises of Piyush Heights, Sector-89, Kheri Road, Faridabad, PIN-121002, Haryana and includes therein RWA Governing Body / its representatives.
- (v) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the tender document.
- (vi) **Work-in-Charge: President (PHRWA) / Secretary (PHRWA)** to direct, supervise and be in charge of the works for the purpose of this contract.
- (vii) **Letter of Award or Acceptance:** means a letter from the Employer conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (viii) **Specifications:** means the Technical Specifications of the Works included in the Contract and any modification thereof or addition thereto made under Clause 18 or submitted by the Contractor and approved by the Employer (or his authorised representatives).
- (ix) **Sub-contractor:** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (x) **Cost:** means all expenditure properly incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (xi) **Bill of Quantities (BOQ) or Schedule of Quantities & Prices (SOQP):** means the priced and completed Schedule of Quantities & Prices or bill of Quantities forming part of the Contract.
- (xii) **Time for Completion:** means the time for completing the execution of and passing the Tests on Completion of the Works as stated in the Contract (or as extended under Clause 39) calculated from the date of Letter of Acceptance.
- (xiii) **Works:** means the works to be executed (including Plant) and remedying of defect therein in accordance with the Contract.



- (xiv) **Contractor's Equipment or Construction Equipment or Equipments:** means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works, but does not include Plant, materials or other things intended to form or forming part of the Works.
- (xv) **Site:** means the land and/or other places, on or through which the Works are to be executed including any other lands or places which may be allotted for the purpose of the Contract.
- (xvi) **Plant:** means machinery, apparatus and like intended to form or forming part of Works.
- (xvii) **Base Date:** means the Date 28 days prior to the latest date of submission of the Tender.
- (xviii) **Party:** means the Employer or the Contractor as the context requires.

## **CLAUSE-2: INTERPRETATIONS:**

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.
- 2.4 Detailed drawings shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
- a) Agreement;
  - b) Letter of Acceptance;
  - c) Special Conditions of Contract;
  - d) General Conditions of Contract;
  - e) Bill of Quantities;
  - f) Technical Specifications;
  - g) Contractor's Bid;
  - h) ~~Tender Drawings;~~
  - j) Any other document forming part of the Contract

## **CLAUSE-3: SECURITY DEPOSIT FOR PERFORMANCE:**

- 3.1 The Security Deposit shall comprise of following

- i) Performance Security Deposit valid till Defect Liability Period to be furnished by the Contractor at the time of Award of Work.
  - (ii) Retention Money to be recovered from Running Account bills of the Contractor.
- 3.2 The Contractor within 15 (Fifteen) days from the date of issue of Letter of Acceptance, shall furnish a Performance Security Deposit of 5% (five percent) of the Contract Price including taxes as applicable. in any one of the following forms:
  - (a) Demand draft on any Nationalised/scheduled Bank of India in the name of Employer; or
  - (b) Bank Guarantee in favour of Employer. Employer reserves the right to verify the Bank Guarantee with issuing Bank.
- 3.3 Retention money shall be deducted by the Employer from the interim bills of the Contractor @ 5% (Five percent) of the total value of each bill of the work done towards Security Deposit.
- 3.4 If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee as per prescribed proforma.
- 3.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit . Also in the event of the contractor's Security Deposit being reduced by reasons of such deductions or increase in contract value, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Employer, make good the deficit in Security Deposit.
- 3.6 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Employer one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Employer. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoup/replace the same with acceptable Security Deposit.
- 3.7 Bank Guarantees as aforesaid shall be valid till 60 days beyond the date of expiry of Defects Liability Period under the Contract (Clause 43). In case the bid of the successful Contractor is front loaded (i.e. the items which are to be executed in earlier part of construction period, are quoted high or low rated to be executed in the later part of contract period) in relation to the Employer's estimated rates for such items , the Employer may require the Contractor to submit additional performance security in the form as stated above, to a level sufficient to protect against financial loss in the event of default of the successful Contractor under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the Contractor. The Bank Guarantee for the additional performance security shall be valid up to Time for Completion of the work under the scope of the contract.

#### **CLAUSE-4: REFUND OF SECURITY DEPOSIT:**

The Security Deposit less any amount due shall, on demand, be returned to the contractor after 30 days of expiry of Defects Liability Period for Security Deposit as per GCC 3.1. Additional

Security Deposit for front loading shall be refunded within 30 days of completion of works. No interest on the amount of Security Deposit (including for the additional security for the front loaded bid) shall be paid to the Contractor at the time of release of Security Deposit.

**CLAUSE-5 : SUFFICIENCY OF TENDER:**

- 5.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Schedule of Quantities and Prices all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.
- 5.2 If, however, during the execution of the Works the Contractor encounters on ground physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the Employer. Physical obstruction or conditions shall mean physical ground conditions existing at site and does not include man made conditions as well as climate conditions. On receipt of such notice, the Employer shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor shall determine any extension of time to which the Contractor is entitled to under Clause 39.2. Such determination shall take account of any instruction which the Employer may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the Employer which the Contractor may take in the absence of specific instructions from the Employer.

**CLAUSE-6: CONTRACT DOCUMENTS:**

- 6.1 One copy of Contract shall be kept by the contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Employer, his representatives or by other Inspecting Persons / Officers.
- 6.2 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

**CLAUSE 7: BREAKDOWN OF LUMP SUM ITEMS**

For the purposes of statements submitted in accordance with Sub-Clause 45, the Contractor shall submit to the Employer, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Employer

**CLAUSE 8: DUTIES AND POWERS OF EMPLOYER'S REPRESENTATIVE:**

- 8.1 The duties of the representative of the Employer are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.
- 8.2 The Employer may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Employer and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Employer to the contractor within the terms of such delegation shall bind the Contractor and the Employer as though it has been given by the Employer.

- 8.3 Failure of the representative of the Employer to disapprove any work or materials shall be without prejudice to the power of the Employer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, at his own expense, again carry out such works as directed by the Employer.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Employer, he will be entitled to refer the matter to the Employer who shall thereupon confirm, reverse or vary such decision and the decision of the Employer in this regard shall be final and binding on the contractor.
- 8.5 **Employer shall act in accordance with the Contract**

Any consultation that the Employer (or his authorised representatives) holds with the Employer in pursuant to the Contract shall be entirely an internal matter between the Employer (or his authorised representatives) and the Employer. The recommendations and determinations by the Employer (or his authorised representatives) are subject to review and finalization by the employer. The same shall not be subject to matter of reference either by the Contractor or any arbitral tribunal. The Employer shall nominate one of its employees as Employer (or his authorised representatives). The Employer (or his authorised representatives) shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of GCC and these Conditions:

- (a) consenting to the subletting of any part of the Works; under Clause 9;
- (b) determining an extension of Time for Completion under Clause 39;
- (c) evaluation of deviations under Clause 18;
- (d) determination of idling cost under clause 5.2, 12.2, 15.4, 35.1;
- (e) payment pursuant to subsequent legislation under Clause 47.2 of GCC;
- (f) notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Employer (or his authorised representatives), an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Employer (or his authorised representatives), be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Employer (or his authorised representatives).

#### **CLAUSE 9: ASSIGNMENT AND SUB-LETTING:**

The Contractor shall not sub-let/sub-contract, transfer or assign the whole or any part of the work under the Contract. Provided that the Employer may, at his discretion, approve and authorise the Contractor to sub-let any part of the Work, which, in his opinion, is not substantial, after the Contractor submits to him in writing (at least 21 days before the contractor intends to sublet part of the work ) the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorisation by the Employer shall not relieve the Contractor from his any or all liabilities, obligations, duties and responsibilities under the Contract. The Contractor shall also be fully responsible to the Employer for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the Contractor. However, the employment of piece- rate workers and purchase of material shall not be construed as sub-letting. Request for sub- contracting shall contain.

- a) Contractor's certification regarding the financial soundness of the proposed Sub-contractor for the work.
- b) its scope and estimated value in relation to the Contract Price.
- c) experience of the Sub-contractor, in the related areas of work.
- d) the manpower, equipment, material and other resources available with the Sub-contractor for the work.
- e) domicile of the Sub-contractor and particulars of its other existing operations or contracts if any, in India.

**CLAUSE-10: FACILITIES TO OTHER CONTRACTORS:**

10.1 The Contractor shall, in accordance with the requirements of the work as decided by the Employer, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Employer shall direct what compromise should be made and his decision shall be final and binding on the parties.

10.2 If, however, pursuant to Sub-Clause 10.1 the Contractor shall, on the written request of the Employer:

- (a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways the maintenance of which is the responsibility of the Contractor,
- (b) permit the use, by any such, of temporary facilities or Contractor's Equipment on the Site, or
- (c) provide any other service of whatsoever nature for any such,

the Employer shall determine the payment admissible to the Contractor at the cost of other contractors or Employer as the case may be.

**CLAUSE-11: CHANGES IN CONSTITUTION:**

Where the Contractor is a partnership firm, prior approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 38 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said Clause 38.

**CLAUSE-12: POSSESSION AND USE OF SITE:**

12. 1 Save insofar as the Contract may prescribe:

- (a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
- (b) the order in which such portions shall be made available to the Contractor, and, subject to

any requirement in the Contract as to the order in which the Works shall be executed, the Employer (or his authorised representatives) in charge will give to the Contractor possession of so much of the Site, and such access as in accordance with the Contract, is to be provided by the Employer (or his authorised representatives) as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals of the Contractor. The Employer (or his authorised representatives) will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works in accordance with such programme or proposals, as the case may be.

- 12.2 If the Contractor suffers delay from failure on the part of the Employer (or his authorised representatives) in charge to give possession in accordance with the terms of Sub-Clause 12.1, the Employer shall, determine any extension of time to which the Contractor is entitled under Clause 39. The contractor shall be responsible to arrange the land for Contractor's infrastructure works namely field office(s), colony, workshop(s), stores, magazines for explosives in isolated locations, assembly-yard, and access thereto over routes as may be required for execution of the Works at his own cost and Employer (or his authorised representatives) in charge shall not be responsible for making available the same.
- 12.3 The Contractor shall provide at his own cost all temporary pathways/roads required at site or to quarries or borrow areas and shall alter, adopt and maintain the same as required from time to time and shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site and shall take up and clear them away and make good all damages done to the site as and when no longer required and as and when ordered by the Employer. The Contractor shall also obtain at his risk and cost, any additional facilities outside the site which he may require for the purpose of the Works.
- 12.4 The Contractor shall not interfere unnecessarily or improperly with:
- a) the convenience of the public, or.
  - b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer (or his authorised representatives) in charge or of others.
- The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.
- 12.5 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.
- 12.6 To transport the goods, unless otherwise stated:
- a) the Contractor shall give the Employer (or his authorised representatives) not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site,
  - b) the Contractor shall be responsible for packing, loading, transporting, receiving unloading, storing and protecting all Goods and other things required for the Works, and

- c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

If it is found necessary for the Contractor to move one or more loads of Goods over roads, highways, bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. Payments for complying with the requirements, if any, for protection of or strengthening of the roads, highways or bridges shall be made by the Contractor and such expenses shall be deemed to be included in the Contract Price.

Further, the Contractor shall comply with Carriage by Road Act 2007 & Carriage by Road Rules 2011 notified on 28.02.2011. The Contractor shall use only registered common carriers for transport of goods.

#### **CLAUSE-13: ADVANCES AND RECOVERY THEREOF:**

**Advance shall not be granted in any case. Hence, the contractor shall use his / her resources for start of the works.**

#### **CLAUSE-14 : COMMENCEMENT OF WORK:**

14.1 The Contractor shall commence the Work(s) as mentioned in the Letter of Acceptance and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Employer (or his authorised representatives)-in- charge. If the Contractor commits default in the commencement of work within 15days of issue of Letter of Acceptance, the Employer shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money/Performance Security.

14.2 The Contractor shall submit along with his tender, the construction planning, phasing & sequence of construction, time & progress chart within the framework of construction schedule, i.e. Schedule 'E' for achieving the completion targets of Work(s) as a whole and also of each group/sub- group of work(s) as stipulated in Schedule 'E', showing the order or procedure and a statement showing the method and techniques of construction by which the contractor proposes to carry out the Works. Such charts or programme shall be prepared in direct relation to the construction schedule i.e. schedule 'E' as well as the time stated in the Contract for completion of part of Works stipulated in Schedule 'C'. It shall indicate the commencement and completion of various trades or sections of the Works, distribution and balancing of work-load pertaining to construction activities in various structures/component parts of Works into working seasons duly taking into account working months available in each working season and number of working days available for working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods.

Contractor shall follow such an agreed planning & scheduling. However, Contractor shall not be relieved from any of his duties, obligations or responsibilities under the Contract.

14.3 –Deleted-

14.4 During the execution of Works, if it appears to the Employer (or his authorised representatives) in-charge, that actual progress of works does not conform to the programme consented by him Employer (or his authorised representatives)- in charge under sub-clause 14.3 above, the

Contractor shall produce a revised programme dealing modifications to such programme necessary for ensuring completion of works within Time for Completion.

- 14.5 The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of each financial year duly revised at quarterly intervals if required so by the Employer (or his authorised representatives)- in – charge.
- 14.6 The submission to and consent by the Employer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

**CLAUSE-15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS, ETC:**

- 15.1 The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Employer issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of construction.

The Contractor shall give prompt notice to the Employer, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.

- 15.2 The Contractor shall be entitled to receive, the documents set forth herein during the performance of the Contract:
- a. ~~Construction drawings and revisions thereto~~ \_\_\_\_\_ ~~3 sets~~
  - b. ~~Specifications or revisions thereof other than~~ \_\_\_\_\_ ~~2 sets~~  
~~standard printed Specifications.~~
  - c. ~~Explanations, instructions etc.~~ \_\_\_\_\_ ~~1 copy~~

Such further drawings, explanations, modifications and instructions, as the Employer may issue to the Contractor from time to time in respect of the Work, shall be deemed to form integral part of the Contract and the Contractor shall to carry out the Work accordingly.

- 15.3 The Contractor shall give notice to the Employer, (at least 21 days in advance) whenever planning or execution of the Works is likely to be delayed or disrupted unless any further Construction Drawing or instruction is issued by the Employer within a reasonable time. The notice shall include details of the Construction Drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- 15.4 If, by reason of any failure or inability of the Employer to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 15.3, the Contractor suffers delay then the Employer shall, after approval of the Employer determine any (i) extension of time to which the Contractor is entitled under Clause 39.



#### **CLAUSE-16: SETTING OUT THE WORKS:**

- 16.1 The Employer shall establish/indicate the Bench Marks and convey the same in writing to Contractor immediately after Letter of Acceptance. Employer (or his authorised representatives) in-charge shall be responsible for correctness of such data / bench marks conveyed to the Contractor.
- 16.2 The Contractor shall be responsible for the true and proper setting out of all the work (in relation to the afore-mentioned Bench Marks) for the correctness of the location, grades, dimensions and alignment of all components of the work; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of Works, any error shall appear or arise in the location, grades, dimensions, or alignment of any part of the Works, the Contractor on being required to do so by the Employer shall, subject to Clause 16.1 hereof, at his own expense, rectify such error to the satisfaction of the Employer.
- 16.3 The Contractor shall afford all reasonable facilities and assistance to the Employer for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Employer shall not in any way relieve the contractor of his responsibility for the correctness thereof.

#### **CLAUSE-17: URGENT WORKS:**

Urgent works means any urgent measures, which in the opinion of the Employer, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Employer may deem expedient.

If any urgent work (in respect whereof the decision of the Employer shall be final and binding) becomes necessary, the Contractor shall execute the same as may be directed.

#### **CLAUSE-18: DEVIATIONS:**

- 18.1 The Employer shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Employer, be desirable, he shall also have the powers to make Deviations, such as (i) Variations in BOQ quantities (ii) Extra and (iii) Alterations or Substitutions of any kind. No such Deviations in the Specifications or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract subject to clause 18.2 *ibid*.
- 18.2 *The rates for such items of work as are required to be executed due to Deviations, as stated in sub- clause 18.1 above shall be payable in the manner as stated hereunder*
- i) The rates already provided in the Schedule of Quantities and Prices, shall apply in respect of the same item(s) of work to be executed due to Variation in BOQ quantities, subject to the condition that the Variation so ordered do not exceed (+) 50% (plus fifty percent) in respect of quantities of individual items appearing in the Bill of Quantities. However, the quoted rates shall hold good for all minus Variations.*

- ii) *In case of items for which rates are not available in Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.*
- iii) *In the cases, where analogous items are not available in the Bill of Quantities and, such items shall be termed as extra items and the rates for such items and also for quantities of individual items appearing in the Bill of Quantities exceeding the prescribed limits as mentioned in clause 18.2 (i) above, shall be adopted from HARYANA SCHEDULE RATES 2021 minus applicable discounts as per mutual agreement. If the item is not available in prevalent HSR/DSR than the Contractor, within 15 days (or as agreed by the Employer (or his authorised representatives)) of receipt of order to execute such items shall submit rate analysis to the Employer supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and GST, levies if paid), actual wages for labour and ownership & operational cost of Construction Equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/Equipment actually engaged for the particular work. The Employer shall within 16 weeks of receipt of the such claim supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates based on the norms as mentioned in this clause. The standard norms for Equipment and labour specified herein shall mean those specified in “prevalent CPWD Analysis of Rates.*

*Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of Equipment, an element of 10% (as specified in Schedule D) shall be allowed to cover the Contractor's overheads, profits, and supervision charges.*

*The Employer shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.”*

- 18.3 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the proportion which the Deviation bears to the Contract Price plus such further additional time as may be considered reasonable by the Employer and shall notify the Contractor accordingly.
- 18.4 Contractor shall commence additional work only after receipt of contract amendment. Employer is not responsible for payment of additional work in case the Contractor start execution of additional quantities basis of verbal commitment or understanding.
- 18.5 Provided that no deviations instructed to be done by the Employer (or his authorised representatives)-in- charge pursuant to Clause 18.1 shall be valid under Clause 18.2 unless within 15 days of the date of such instruction before the commencement of execution of deviated items, notice shall have been given either;
- a) by the Contractor to the Employer (or his authorised representatives)-in- charge of an intention to claim extra payment or varied rate or price or
- b) by Employer (or his authorised representatives)-in- charge to the Contractor of his intention to vary a rate or price for the deviated items.
- 18.6 No change in the rate or price for the any amount of variation in quantities for “Fixed Rate Items” items shall be considered for even if executed quantity of such item (s) varies beyond 25% of BOQ quantity. These “Fixed Rate Items” items are those whose rates are indicated by Employer in the BOQ.

**CLAUSE-19: CONTRACTOR'S SUPERVISION:**

19.1 The Contractor shall appoint at his own expense adequate number of Employer (or his authorised representative)ies with sufficient experience to supervise the Works.

The contractor or his authorized representatives present at the Site shall superintend the execution of the Works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Employer. Directions/instructions given by the Employer to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

19.2 The Contractor shall communicate in writing to the Employer, the name of the accredited representative(s) who would be responsible for taking instructions from the Employer.

**CLAUSE-20: INSTRUCTIONS AND NOTICES:**

20.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Employer or any officer for the time being entrusted with the functions, duties and powers of the Employer.

20.2 All instructions, notices and communications etc. under the Contract shall be given in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid. Further, if the Employer (or his authorised representatives) in Charge or his representative gives an oral instruction and receives a written confirmation of the instruction from (or on behalf of ) the Contractor within 2 working days after giving the instruction and Employer (or his authorised representatives) in Charge does not reply by issuing a written rejection and/or instruction within 7 working days after receiving the confirmation then the confirmation shall constitute the written instruction of the Work-in-Charge (or his authorised representatives) in Charge or authorized representative as the case may be.

20.3 Either Party may change a nominated address to another address by prior notice to the other Party.

20.4 The Employer shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a `Work Site Order Book' maintained in the office of the Employer or his representative and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

**CLAUSE-21: CONSTRUCTION EQUIPMENT:**

21.1 The Contractor shall provide and install all necessary Construction Equipment required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for Completion.

21.2 The tenderer shall submit as per Schedule 'F', full details of Construction Equipment proposed to be deployed for the Work along with its planning schedule showing month wise phasing in accordance with the Construction schedule i.e. Schedule 'E'. The Schedule 'F' submitted by the tenderer should conform to the Construction Schedule i.e. Schedule 'E'.

The Contractor shall deploy Construction Equipment as per Schedule. Provided further that in case of slow rate of progress of Works, the Contractor shall supplement the Schedule 'F' Equipment with additional Equipment so as to ensure completion of Works within Time for Completion at no extra cost to Employer.

- 21.3 The Contractor shall not remove Construction Equipment, except for purpose of removing it from one part of the Site to another, without written consent of the Employer (or his authorised representatives).

Provided always that any such approval of Construction Equipment schedule in 21.2 shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

Subject to the availability of any of Employer's Equipment and at the written request of the Contractor, such, Equipment may be issued to the Contractor on hire for being deployed on the Work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the Employer.

#### **CLAUSE-22: PATENT RIGHTS:**

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

#### **CLAUSE-23: MATERIALS:**

- 23.1 Subject to clause 31.2, the Contractor shall at his own expense provide/arrange all materials required for the Bonafide use on Works under the Contract.
- 23.2 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Employer for his approval before use in the Works. The Employer shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases except when the materials are agreed to be issued by the Employer under the Contract and also where such tests which are in addition to those provided in the Contract.
- 23.3 The Contractor shall maintain an account of receipt and use of materials brought by Contractor for use in the Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) in the works for the purpose of check and accounting and same shall be available for inspection of Employer (or his authorised representatives)-In- Charge.

The Employer or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are lying or from where these are being obtained. For this purpose, the Contractor shall afford such facilities as may be required for such inspection and examination.

23.4 -Deleted-

(iv) **CEMENT:**

a) -Deleted-

v) **STEEL:**

-Deleted-

23.5 The Employer shall have full powers for removal of any or all materials brought to site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him. Should the Contractor fail to remove the rejected materials, the Employer shall be at liberty to have them removed by other means at the Contractor's cost. The Employer shall have full power to procure other proper materials to be substituted at Contractor's costs.

23.6(a) -Deleted-

23.7 -Deleted-

23.8 -Deleted-

23.9 -Deleted-

23.11 Provisions contained hereinabove shall not in any way dilute the Contractor's liabilities under the Contract in any manner whatsoever.

#### **CLAUSE-24: POWER SUPPLY:**

24.1 The Employer, if requested by the Contractor will provide full assistance to the Contractor to obtain construction power from grid to meet part requirement as standby arrangement. Contractor will not have any claim, if construction power is not available from the grid. The Contractor will also be responsible for making all payments to the concerned authorities and will make no claims if the power is not available due to grid failure or otherwise. The Contractor shall make arrangements for the full anticipated requirement of construction power by installing Diesel Generating sets and operate these sets for generation of power required for execution of Works under the Contract, at no extra cost to the Employer.

24.2 No payment shall be made by the Employer for generation, distribution and consumption of electricity in execution of Works by the Contractor.

#### **CLAUSE-25: SUPPLY OF WATER:**

The Contractor shall make his own arrangements for water required for and in connection with the work at his cost. It shall be the responsibility of the Contractor to satisfy himself that the water

arranged by him is fit for construction & consumption & he shall adequately treat such water whenever it is not found fit for the said purposes.

**CLAUSE-26: WATCHING AND LIGHTING:**

The Contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Employer for the protection of the works or for the safety and convenience of those employed on the works or the public.

**CLAUSE-27: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:**

27.1 Subject to any provisions to the contrary contained in the Contract, the Contractor shall have the options to carry out the works continuously during night, Sunday or holidays, without any additional cost to Employer.

**CLAUSE-28: SITE DRAINAGE, PROTECTION OF TREES AND PREVENTION OF NUISANCE:**

28.1 The Contractor shall, throughout the execution and completion of the Works and remedying of any defects therein have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.

28.2 The Contractor shall endeavour to protect from damage, the trees marked by the Employer at the site of work or in the lands licensed to him for use under the contract. Where necessary, the contractor shall provide at his expense temporary fencing to protect such trees. No tree shall be cut unless authorised by Employer in writing to do so.

28.3 The Contractor shall at no time, cause or permit any nuisance on the site or cause any thing which shall cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.

**CLAUSE-29: LABOUR:**

29.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fourteen years of age in terms of Child labour (Prohibition and Regulation) Act 1986. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.

29.2 The Contractor shall furnish and deliver fortnightly to the Employer, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Employer (or his authorised representatives)-in- charge a true statement showing in respect of the second half of the preceding month and the first half of the current month.

- i) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under.

29.3 The Contractor shall ensure to obtain the EPF code number from the concerned authorities before start of Works and will not engage any sub-contractor who does not possess EPF code number.

29.4 During continuance of the Contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of 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. The Contractor shall keep the Principal Employer indemnified in case any action is taken against the Principal Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Principal 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 Employer (or his authorised representatives)/ Principal Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Principal Employer.

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

Salient features of some of the major labour laws that are applicable to construction industry are given below.

(i) ~~Workmen Employee Compensation Act 1923 as amended by Amendment Act No.65 of 1976.~~

The Act provides for compensation in case of injury or death by accident arising out of and during the course of employment.

(ii) 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 or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees ~~in case of confinement or miscarriage etc.~~

- (v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages 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 and recover the same from the Contractor from any amount/monies due to him. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of contractor if they employ 20 or more contract labour.

- (vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Rate of Minimum Wages notified by the State appropriate Government as per provisions of the Act.

- (vii) Payment of Wages Act 1936 (Amended)

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.

- (viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to male and female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.

- (ix) Payment of Bonus Act 1965 and any further amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 21,000/- P.M. or less. The bonus to be paid to employees getting Rs. 7,000/- P.M. or above up to Rs. 21,000/- P.M. shall be worked out by taking wages as Rs. 7,000/- P.M. only. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

- (x) Industrial Disputes Act 1947(Amended)

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.

- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

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 Contractor on matters provided in the Act and get the same certified by the designated Authority.

- (xii) 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.



(xiii) Child Labour (Prohibition and 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.

(xiv) Inter-State Migrant Workmen's (Regulation of Employment and 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.

(xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments 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 to pay cess @ 1% of the cost of construction. The Contractor to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(xvi) The 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.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Employees' State Insurance Act, 1948:

The Act provides for certain benefits to employee in case of sickness, Maternity and Employment injury and for certain other matters in relation thereto.

The compliance of labour laws/acts shall be along with amendments (if any) of for the respective acts.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The definition of "Principal Employer for this clause shall be as per Contract Labour (Regulation and Abolition) Act 1970

The compliance of all the above-mentioned Acts shall be read along with latest amendments of the respective Act.

29.5 The Employer shall on a report having been made by an authorised Inspecting Officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as

Principal Employer, have the power to deduct from the amount due to the Contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reasons of non-fulfilment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made by him from wages which are not justified by the terms of the contract or non-observance of the relevant Acts and Rules with amendments made from time to time. If the Employer makes payment to Contractor's labour due to non-payment of wages to labour by the Contractor, the Employer shall recover the amount thus paid from the next Interim Payment of the Contractor.

- 29.6 The Contractor shall indemnify the Employer against any payments to be made under and for observance of the Regulations, Laws, Rules as stipulated in clause 29.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the Contractor's failure to comply with the provisions of sub-clause 29.4 or in the event of decree or award or order against the Contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of sub-clause 29.4 above, the Employer, without prejudice to any other right or remedy under the Contract, shall be empowered to deduct such sum or sums from the bills of the Contractor or from his Security Deposit or from other payments due under this contract or any other Contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under sub-clause 29.4 above, on the part of the Contractor under the Contract on behalf of and at the expenses of the Contractor and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of the Employer shall be conclusive and binding on the contractor.
- 29.7 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed there under or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor.
- 29.8 The Contractor shall at his own expense arrange for the safety provisions as required by the Employer, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Employer shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the Contractor of his responsibility or otherwise thereof.
- 29.9 In the event of any injury, disability or death of any workmen in or about the work employed by the Contractor either directly or through his sub-contractor, Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Employer (or his authorised representatives)-in-charge from any sum then due or that may become due to the Contractor or from his Security

Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfilment of the said decree, award or orders.

29.10 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation and the same are deemed to be covered in unit rates of BOQ.

**CLAUSE-30: REMOVAL OF CONTRACTOR'S MEN:**

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Employer shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Employer (or his authorised representatives)-in- charge. Any person so removed shall be replaced immediately.

**CLAUSE-31: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE, TROVE, FOSSILS ETC:**

31.1 Materials of any kind obtained from excavation on the Site shall remain the property of the Employer and shall be disposed of as directed by the Employer.

31.2 However, if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the Works under the Contract, the Contractor will be allowed to use the same free of cost (except that any amount of royalty, levies are paid by the Contractor) for the aforesaid purposes provided the same is found suitable and is approved by the Employer.

31.3 Fossils, coins, articles of value, structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall immediately upon the discovery thereof and before removal acquaint the Employer with such discovery and carry out the Employer's directions as to the disposal of the same at the expense of the Employer.

**CLAUSE-32: FORCE MAJEURE:**

32.1 The term "Force Majeure" shall herein means an exceptional event or circumstance:

- a) which is beyond a Party's control.
- b) which such Party could not reasonably have provided against before entering into the Contract.
- c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii) rebellion, revolution, insurrection, military or usurped power, or civil war,

- iii) riot or commotion or disorder, strike by persons other than the Contractor's personnel and other employees of the Contractor and Subcontractors,
  - iv) ionising radiation or contamination by radio-activity, and
  - v) pressure waves caused by air craft or other aerial devices travelling at sonic or super -sonic speed.
  - vi) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.
- 32.2 If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or Circumstance constituting Force Majeure.
- The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.
- Notwithstanding any other provision of this Clause. Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
- 32.3 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.
- A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 32.4 On occurrence of Force Majeure, the liability of either Party shall be dealt with, in accordance with the provisions of sub-clause 34.2
- 32.5 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 39.

**CLAUSE 33: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF:**

- 33.1 If the Contractor or his labour or sub-contractor, injure, destroy or damage roads, fence enclosures, water pipes, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Employer, make the same good at his costs.
- 33.2 If it appears to the Employer or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability Period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Works are unsound or of a inferior quality, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Employer, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.
- 33.3 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Employer shall have power to carry out such damages, defects or imperfections by any

means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Employer in this regard shall be final and binding on the contractor.

**CLAUSE-34: CONTRACTOR'S LIABILITY AND INSURANCE:**

34.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the Works or any part thereof and to the Employer's Plant, Equipment and Material (hired or issued to the Contractor). Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract Technical specifications and instructions of the Employer.

34.2 i) Neither Party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either Party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either Party shall bear losses and damages in respect of their respective men and materials. As such liability of either Parties shall include claims/compensation of the third Party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 34.2 (i) above, the following provisions shall also have effect:

(a) The Contractor shall, as may be directed in writing by the Employer proceed with the erection and completion of the works under and in accordance with the Contract Specifications; and

(b) The Contractor shall, as may be directed in writing by the Employer, re- execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's Material etc, to the Employer's stores. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor.

Provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

34.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third Party (Annexure-III, Form-8).

34.4 Within 15 days of issuance of Letter of Acceptance the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure and pay all costs and maintain the insurance premium throughout the period of Contract, with the following coverage:

- (a) the Works, together with materials and Plant for in The Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) therein, to the full replacement cost (the term "cost" in this context shall include profit), (CAR / EAR Policy). an additional \_\_\_\_% (as mentioned in Schedule D) of Contract Price shall be added in "cost" to arrive at full replacement cost, to account for the materials which is to be issued to the Contractor free of cost by the Employer.
- (b) an additional sum of 15 per cent of such replacement cost as per (a) above, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, (CAR / EAR Policy). The deductibles shall be as mentioned in Schedule D.
- (c) the Contractor's Equipment brought at the Site by the Contractor, and in terms of Clause 13.1.2(iii) of GCC., and
- (d) the contractor's workmen and public liability

#### 34.5 Scope of Cover:

The insurance in paragraphs (a), (b) and (c) of Sub-Clause 34.4 shall be in the joint names of the Contractor and the Employer and shall cover:

- (a) The Employer and the Contractor against all loss or damage from whatsoever cause arising other than as provided in Sub-Clause 34.6 from the Commencement date until the date of issue of the relevant Completion Certificate in respect of the Works, and
- (b) the Contractor for his liability:
  - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
  - (ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 43.

The Insurance Policy shall have a clause of taking no objection certificate from Employer (or his authorised representatives) in Charge before release of any settled claim by insurance company to the Contractor.

#### 34.6 There shall be no obligation for the insurances in Sub-Clause 34.4 to include loss or damage caused by:

- (a) war, hostilities (whether war be declared or not), invasion act of foreign enemies.
- (b) rebellion, revolution, insurrection, or military or usurped power, or civil war.
- (c) ionizing radiations, or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or
- (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (e) defects in design in the scope of Employer (or his authorised representatives).

- 34.7 If the Contractor receives instructions from the Employer to insure against any of the risks mentioned in sub-clause 34.6, or any other risk, such insurance if available shall be effected, at the cost of the Employer.
- 34.8 In case of any loss from the reason other those detailed Para 34.6 & 34.7 above, difference of loss and amount realized from Insurance Company including deductibles shall be borne by the Contractor.
- 34.9 The Contractor shall, without limiting his or the Employer's obligations and responsibilities, insure, in the joint names of the Contractor and the Employer, against liabilities for death of or injury to any person or loss of or damage to any property (other than the Works) arising out of the performance of the Contract for at least the amount stated here under:
- (i) Public liability limits for bodily injury not less than Rs.2, 50,000 and/or for death not less than Rs. 5, 00,000 per person for each accident.
- (ii) Property liability limits for each accident not less than Rs.10, 00,000 (ten lacs).
- Limit of total liability both for Public and Property under sub-clause 34.9 (i) and (ii) shall be 10 % of Contract Price.
- 34.10 The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.
- 34.11 The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 34.12 The Contractor shall insure against such liability and shall continue such insurance during the whole of the time and that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any subcontractor, the Contractor's obligations to insure as aforesaid under this liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.
- 34.13 Within 30 days of the Commencement Date, the Contractor shall provide the insurance policies / evidence of insurance to Employer. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 34.14 The Contractor shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
- 34.15 If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Sub-Clause 34.12 then and in any such case the Employer may effect the recovery of such premium

on pro-rata basis from the Running Account bills of the Contractor. Additionally the payment of Running Account bills may also be suspended until the Contractor complies with the requirements of sub clause 34.12 of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default of Contractor as per the provisions of clause 38 of GCC.

- 34.16 In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.
- 34.17 Provided that provisions made under sub- clause 34.4 of these conditions shall not be applicable for the Works costing (Estimated cost put to tender / tender check estimate / Technical Sanctioned estimate) less than 100 (one hundred) Lac. For the works costing less than 100 (one hundred) Lac the Contractor shall avail 'group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act 1923 as amended by Amendment Act No. 65 of 1976.
- 34.18 The Contractor shall at his own expense arrange for the safety provisions as laid down in applicable Law & Regulations and in Safety Manual of the Employer in respect of the works covered under this Contract. In case, the Contractor fails to comply with the provisions of the safety manual, the Employer shall be entitled to and make the necessary arrangement at the risk and cost of the Contractor. This will, however, not absolve the Contractor of his overall responsibility to execute the works under the Contract.

#### **CLAUSE 35: SUSPENSION OF WORKS:**

- 35.1 The contractor shall on the order of the Employer (or his authorised representatives)-in- charge suspend the progress of the Works or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Employer (or his authorised representatives)-in- charge. If such suspension is:
- (a) provided for in the Contract, or
  - (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
  - (c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Employer for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Employer may consider proper having regard to the period or periods of such suspensions under clause 39.

- 35.2 If the progress of Works or any part thereof is suspended on the order of the Employer for more than three months at a time the Contractor may serve a written notice on the Employer requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.



**CLAUSE 36: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

36.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Employer shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore-closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the works executed at Site and, in addition, a reasonable amount as certified by the Employer for the items hereunder mentioned which could not be utilised on the works to the full extent because of the foreclosure:

- (a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and Site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.
- (b) i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for in The Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.  
ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer.
- (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.

36.2 The Contractor shall, if required by the Employer (or his authorised representatives)-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

**CLAUSE-37: TERMINATION OF CONTRACT ON DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Employer shall be entitled to terminate the Contract

as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the The Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Employer (or his authorised representatives)-in- charge of such termination of Contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

**CLAUSE-38: DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART:**

38.1 If the Contractor:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Employer; or
- ii) fails to complete the Works or any item of Works within the time specified in Schedule 'C' or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Employer; or
- iii) is engaged in corrupt or fraudulent or Collusive or Coercive practices in competing for or in the execution of the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the contract and expel him from the Site. The Contractor shall not be entitled for any compensation whatsoever under this clause. For the purpose of this clause
  - (i) **"Corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) **"Fraudulent practice"** means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) **"Collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
  - (iv) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (v) ~~An agreement called "Integrity Pact" between the prospective Bidders and the Purchaser shall be signed committing the person/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/ Contract.~~
- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any

application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager; or
- vi) shall suffer an execution in an execution being levied on his goods; or
- vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Employer,

Then the Employer shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Employer (or his authorised representatives)- in-charge shall be conclusive evidence.

- 38.2 The Employer shall, on such termination of the Contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Employer shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the Contractor.
- 38.3 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, , are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Employer, the Employer shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.
- 38.4 The Employer shall have the right to sell any or all the Contractor's unused materials, Constructional Equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Employer shall have powers to recover the same as debt.
- 38.5 All decisions/actions of the Employer under this clause, as aforesaid, shall be conclusive and binding on the contractor.

**CLAUSE-39: TIME FOR COMPLETION AND EXTENSIONS:**

- 39.1 Time for Completion allowed for execution of the Works is as specified in Schedule 'C' of these conditions.
- 39.2 However, if the work is delayed on account of:
  - i) Delay in handing over of site to the Contractor as per clause 12; or

- ii) Delay in supply of construction drawings as per clause 15.4; or
- iii) Increase in the quantity of work to be done under the contract as per clause 18; or
- iv) Suspension of work as per clause 35; or
- v) Rebuilding of work as per clause 34; or
- vi) "Force Majeure" conditions as per clause 32 or
- vii) physical conditions not foreseeable by an experienced contractor as defined in clause 5.2 of GCC, or
- viii) Any other cause which, in the opinion of the Employer is beyond the Contractor's control; then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Employer (or his authorised representatives)- in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavours to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor/Employer is required to jointly maintain Hindrance Registers (**Annexure-II**) for recording hindrances if any, while executing the Works. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within 14 (fourteen) days of the date of happening of any such events as indicated above failing which the same shall not be considered or taken into account for any purpose whatsoever.

*Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for security deposit and insurance policy(ies)."*

- 39.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Employer may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension.

Such extensions, if admissible, shall be communicated to the Contractor by the Employer in writing.

Provided that Employer (or his authorised representatives)- in – charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Employer (or his authorised representatives) and
- b) within 28 days or such other reasonable time as may be agreed by the Employer (or his authorised representatives) – in – charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled.

#### **CLAUSE-40: COMPENSATION FOR DELAY:**

- 40.1** If the Contractor fails to complete the work as a whole as specified in Schedule 'C' before the expiry of the period(s) of completion as stipulated in the aforesaid Schedule, or any extended period under Clause 39 as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation as stipulated in the aforesaid Schedule 'C' not by way of penalty. However, maximum amount of compensation for delay on account of work as a whole shall not exceed 10% of the Contract Price. GST liability, if any, on account of compensation for delay shall be borne by Contractor.

**40.2** The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract.

**CLAUSE-41: INSPECTION AND APPROVAL:**

41.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Employer or his authorised representative, when each stage is ready. In default of such notice, the Employer shall be entitled to appraise the quality and extent thereof and the decision of the Employer in this regard shall be final and binding.

41.2 No work shall be covered or put out of view without the approval of the Employer or his authorised representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer or his authorised representative whenever any such work or foundation is ready for examination and the Employer (or his authorised representatives)-in- charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such work or such foundations. In the event of the failure of the contractor to give such notice, he shall, if required by the Employer, uncover such work at the Contractor's expense.

41.3 The Employer or his representative shall have powers at any time to inspect and examine any part of the works and Contractor shall give such facilities as may be required for such inspection and examination.

41.4 The Contractor shall uncover any part of the Works and/or make opening in or through the same as the Employer (or his authorised representatives)-in- charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Employer. If any such part has been covered up or put out of view after being approved by the Employer and is subsequently found, on uncovering, to be executed in accordance with the contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same, shall be borne by the Employer. In any other causes all such expenses shall be borne by the Contractor.

**CLAUSE-42: COMPLETION CERTIFICATE:**

42.1 The Works shall be completed to the entire satisfaction of the Employer and in accordance with the time mentioned in Schedule 'D' and terms and conditions mentioned in clause-39. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Employer. The Employer, within two week of receipt of such notice, shall inspect the Works and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion except for any minor outstanding works and minor defects which will not substantially affect the use of Works for their intended. Should the Employer notice that there are major defects in the Works or the Works are not considered to be substantially complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective Works or any part thereof or complete the Works, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion,

the Employer shall inspect the work and issue the completion certificate in the same manner as aforesaid.

- 42.2 No certificate of completion shall be issued as stipulated under 42.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Employer. If the Contractor fails to comply with the above mentioned requirements on or before the date of completion of the Work, the Employer, may, as he thinks fit and at the risk and cost of the Contractor, fulfil such requirements and remove/dispose- off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

**CLAUSE-43: DEFECTS LIABILITY PERIOD:**

- 43.1 The "Defect Liability Period" for the entire work under the Contract is **12 months** from the certified date of completion as per clause 42 or manufacturer's warranty period whichever will be more.
- 43.2 If during the Defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to contrary contained herein, be operative for a further period of 6months from the date of such repair/rectification/ replacement but shall not in any case be operative for more than 18 months from the date of completion stated in the Completion Certificate.

**CLAUSE-44: MEASUREMENTS:**

- 44.1 The Employer shall except as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the Contract.
- 44.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of Indian Standards (BIS).
- 44.3 All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Employer so that a complete record is maintained of all work performed under the Contract.
- 44.4 Measurement shall be taken jointly by the Employer (or his authorised representatives)-in- charge or his representative and by the Contractor or his authorised representative.
- 44.5 Before taking measurement of any works, the Employer (or his authorised representatives)-in-charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to

countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Employer (or his authorised representatives)-in-charge shall be taken to be correct and final measurements of such work.

- 44.6 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.
- 44.7 Measurement shall be signed and dated by both parties on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded by the representative of the Employer a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Employer on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations. Provided that items of work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both the parties at the time of execution of such items.

**CLAUSE-45: PAYMENT ON ACCOUNT:**

- 45.1 Running Account bills shall be submitted by the Contractor monthly on or before the date fixed by the Employer for the work executed. The Employer shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- 45.2 Payment on account for amount admissible shall be made on the Employer certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed, after deducting there from the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.
- 45.3 Payment of the Contractor's bills shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Employer (or his authorised representatives)-in-charge.

In case of any disagreement between EIC and Contractor on any part of the bill, such part shall be severed from the rest and payment of such part shall be withheld by the EIC and payment of balance admissible part of Contractor's bill shall be processed and released within specified 30 days.

The clarification on disagreed part, if any, required on any item of Contractor's bill shall be sought by the EIC within 21 days of bill submission and except in exceptional circumstances, these clarification shall be sought in one go. Similarly, the Contractor shall also be required to submit the clarification sought within next 21 days.

- 45.4 Payments due to the Contractor shall be made by crossed Cheque/RTGS/NEFT by the Employer or his representative. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Employer (or his authorised representatives)-in-charge.
- 45.5 Any Running Account bills given relating to work done or materials delivered, may be modified or corrected by any subsequent Running Account bills or by the final bill. No certificate(s) of the Employer supporting an Running Account bill shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.

- 45.6 Should there be a request for extension of Time for Completion, pending its consideration, interim payments shall continue to be made as provided herein.
- 45.7 After receipt of such clarifications / modifications furnished by contractor as per Clause 45.3 and acceptance thereof by the Employer payment in respect of such withheld items shall be released to the contractor through next Running Account bill.
- 45.8 With respect to material and Plant brought by the Contractor to the Site for in The Society (the PHRWA, Piyush Heights, Sector-89, Faridabad) in the Permanent Works, the Contractor shall receive a credit in the month in which these materials and Plant are brought to the Site and be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Employer in accordance with the following provisions:
- (a) no credit shall be given unless the following conditions shall have been met to the Employer's satisfaction:
    - (i) the materials and Plant are in accordance with the Specifications for the Works;
    - (ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration;
    - (iii) the Contractor's record of the requirements, order, receipts and use of materials and Plant are kept in a form approved by the Employer (or his authorised representatives), and such records are available for inspection by the Employer (or his authorised representatives);
    - (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost;
    - (v) the materials are to be used within a reasonable time;
  - (b) the amount to be credited to the Contractor shall be the equivalent of 75%(seventy five percent) of the Contractor's reasonable cost of materials and Plant delivered to the Site, as determined by the Employer after review of the documents listed in sub-para (a)(iv) above;
  - (c) the amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials and Plant pursuant to Sub-Clause (b) above, as determined by the Employer.
- 45.9 The Contractor shall be paid 75% (seventy five percent) of the admissible Running Account bill amount, after due recoveries within 14 days of submission of Running Account bill. The balance due amount under the Running Account bill shall be paid to the Contractor within 30 days of submission of bills after due certification by the Employer.
- 45.10 Omissions on the part of the Employer (or his authorised representatives) to pay the amount due upon measurement or otherwise shall neither vitiate nor make the contract void. Further, no claim for interest or damages will be entertained or payable by the Employer upon
- i). any Bank Guarantee or
  - ii). payments in arrears or
  - iii). any balance which may become due on final settlement/re-conciliation of the account or
  - iv). withheld by the Employer owing to any dispute or difference between the parties.

**CLAUSE-46: PRICE ADJUSTMENT/VARIATIONS: -Deleted-**

**CLAUSE-47: TAXES, DUTIES AND LEVIES ETC:**



- 47.1 All existing customs duty, Goods and Service Tax (GST), business taxes, Income tax or any other applicable indirect/ direct tax or duty or levy such as royalty, terminal tax, cess that may be levied in accordance with laws and regulation in force as on 28 days before the last date of submission of price bid that the Contractor has to pay on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be payable by the Contractor, and the Employer shall not entertain any claim in this regard. The Contract unit rates shall be deemed to be inclusive of all such taxes, duties, levies etc. including those assessed on the Employer. The Contract unit rates shall also be inclusive of GST liability of the Employer on works (service recipient), if any, which shall be recovered from the Contractor. The Contract unit rates shall also be after taking into account the Input Tax Credit (ITC) and other benefits. Any statutory variation in the rate of aforesaid taxes if any, during the currency of the Contract including extension thereof shall be to the account of Employer provided the amount thus claimed is not paid under price variation clause 46. Changes in the advance tax rate of income tax and any other direct tax payable to appropriate authorities shall not be constructed as a change in the rate(s) of taxes & will not be subject to adjustment.
- 47.2 However, if a new tax or duty or levy, other than those existing on 28 days before the last date of submission of price bid i.e. \_\_\_\_\_(date to be entered in Agreement)is imposed in India under a statute or law during the currency of the Contract and the Contractor becomes legally liable there under to and actually pays the same for bonafide use on the Works contracted, then the Contractor shall immediately inform the Employer in this regard. The Employer will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price variation clause 46 of General Conditions of the Contract. Provided always that in the event of variation in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to or recovered from Contractor upon submission of satisfactory documentary evidence of having made the payment at revised rates.
- 47.3 The Contractor's staff and labour will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- 47.4 Provided further that, the Contractor shall not be entitled for reimbursement under Sub-clause 47.1 & 47.2 if the changes in the existing tax or duty or levy or imposition of new tax or duty or levy as mentioned in Sub-clause 47.1 & 47.2 pertains to indirect transactions between Contractor and any third party (e.g. Tax (es) on Insurance Premium, ~~Taxes/Duties/Levies on the cost of inputs/materials to be incorporated in the Works~~).
- 47.5 Notwithstanding anything contained elsewhere in the contract, the Employer shall deduct at source from the payment due to the Contractor, the taxes as required to be deducted under applicable Tax Act or Rule. The amounts so deducted shall be deposited by the Employer with the Tax authorities as per Law. Immediately thereafter, the Employer shall inform the Contractor of the detailed calculations of such deductions and shall provide the Contractor with the corresponding receipts from the tax authorities. It is for the Contractor to deal with the Tax authorities directly in respect of any claim or refund relating to the above deductions and the Employer shall not be liable or responsible for any claims or payments or reimbursement in this regard.

- 47.6 Invoices and other documents submitted by contractor for payment under Interim payment Certificate/ Final Payment Certificate or any other payment under the contract shall be in accordance with the GST Law.
- 47.7 The contractor shall furnish a certificate along with interim payment Certificate / Final Payment Certificate that GST payable by him has been deposited/will be deposited to the Govt. Treasury.

**CLAUSE-48 : PAYMENT OF FINAL BILL:**

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Employer. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 6 months, of the submission of Final bill. The clarification, if any, required on any item of final bill, shall be sought by the EIC within a period of 45 days. The contractor shall be required to submit his clarifications within next 45 days. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of six months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

**CLAUSE-49: OVER PAYMENT AND UNDER PAYMENT:**

- 49.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the Contractor from the Employer or from his security deposit, or he shall pay the claim on demand.
- 49.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 55 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 49.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer.
- 49.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 49.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Employer or Employer

against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Employer or Employer or with such other person or persons.

The sum of money so withheld or retained under this clause by the Employer or Employer will be kept withheld or retained as such by the Employer (or his authorised representatives)-in- Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 55 hereof, or by the competent court.

**CLAUSE-50: TRAINING OF APPRENTICES:**

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his sub- contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

**CLAUSE-51 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:**

- 51.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.
- 51.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Works under the Contract.

**CLAUSE-52: LAWS GOVERNING THE CONTRACT:**

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of India and the place and jurisdiction for resolving any issue shall be Faridabad, Haryana.

**CLAUSE-53: PROCEDURE FOR CLAIMS**

- 53.1 Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Employer (or his authorised representatives), within 28 days after the event giving rise to the claim has first arisen.
- 53.2 Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Employer shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Employer to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Employer (or his authorised representatives) so instructs.
- 53.3 Within 28 days, or such other reasonable time as may be agreed by the Employer, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Employer an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based.

Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Employer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Employer, the Contractor shall send a final 'account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Employer so to do, copy to the Employer all accounts sent to the Employer pursuant to this Sub-Clause.

- 53.4 The Contractor shall be entitled to have included in any interim payment certified by the Employer pursuant to Clause 45 such amount in respect of any claim as the Employer, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Employer to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Employer. The Employer shall notify the Contractor of any determination made under this Sub-Clause.

**CLAUSE-54: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS:**

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

**CLAUSE -55: SETTLEMENT OF DISPUTES**

**55.1 Amicable Settlement**

If any dispute arises between the Employer / the PHRWA and the Contractor arising out of the Contract, whether during the execution of the Works or after their completion and whether before or after the repudiation or after termination of Contract, including any disagreement by either Party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Employer, an attempt shall be made to resolve the matter in dispute amicably.

- 55.2 However, any issue or matter relating to tendering stage including negotiations (if any) at that stage which has been mutually agreed and incorporated in the Contract shall not be subject to amicable settlement.
- 55.3 If efforts all the amicable settlements fails then Jurisdiction of Courts for dispute resolutions shall be appropriate courts of Faridabad (Haryana).

**CLAUSE 56: DEFECTS LIABILITY CERTIFICATE & UNFULFILLED OBLIGATIONS**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Employer and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Employer's satisfaction. The Defects Liability Certificate shall be given by the Employer within 28 days after the expiration of the Defects Liability Period

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature

and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

#### **CLAUSE 57: ECOLOGICAL BALANCE**

57.1 The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Employer.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Employer. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Employer. Trees shall not be used for anchorage.
- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Employer (or his authorised representatives) in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A).
- d) In the Conduct of construction activities and operation of equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A).
- e) Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.
- f) The Contractor shall be required to prevent flowing of debris and muck in to the river. Necessary retaining structures like walls/crates etc shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dumpsites before handing it over to the Employer at the end of construction period.
- g) All the equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards.

57.2 Separate payment will not be admissible to the Contractor for complying with the provisions of this clause except the protection work as specially provided for in BOQ. All other costs shall be deemed to have been included in the items mentioned in the Bill of Quantities. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this

respect, the necessary operations would be carried out by the Employer at the cost of the Contractor.

**CLAUSE 58: GENERAL**

Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Works in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Bill of Quantities and the Employer shall not be liable in any manner whatsoever therefore.

Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing, that under any other contract between the Employer and the Contractor or from any other sum whatsoever due to the Contractor from the Employer or from his Security Deposit or he shall pay the claim on demand.

**Annexure-I**

**(Refer Sub-clause 5.2, 12.2, 15.4 and 35.1 of GCC)**

**Procedure for evaluation of the Idling Time Cost Claims:**

**-Deleted-**

## HINDRANCE REGISTER

Annexure-II

Refer Clause 39.2 of GCC)

NAME OF PROJECT: \_\_\_\_\_

1. Name of Work: \_\_\_\_\_

2. Agreement No. \_\_\_\_\_

3. Executing Agency: \_\_\_\_\_

Sl. No.	Nature/Reason of Hindrance	Item/Component of works which could not be executed on account of this Hindrance	Date of Start of Hindrance	Date of removal of Hindrance	Overlapping period (if any)	Net Hindrance in days	Signature of Employer (or his authorised representatives)'s Representative	Signature of Contractor	Remarks



## Schedules

- Schedule-A**      **Schedule of Quantities and Prices (SOQP)**
- Schedule-B**      **Issue of Departmental Materials to the Contractor**
- Schedule-C**      **Compensation for Delay**
- Schedule-D**      **Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment**
- Schedule-E**      **Construction Schedule**
- Schedule-F**      **Construction Plant, Equipment & Machinery and its Planning Schedule**
- Schedule-G**      **Construction methodology duly supported with broad calculations (separate sheet to be attached)**

**SCHEDULE-A**

**GENERAISUMMARY**

**ABSTRACT**

**SCHEDULEOF QUANTITIESANDPRICES (BILL OF QUANTITIES)**

Separate '**Schedule of Quantities and Price (Bill of Quantities)**' attached as **Section-VII** of Bid Document and shall be filled by the Bidder & be submitted in separate & duly sealed envelope along with the document.

**Signature of Bidder**

**SCHEDULE-B**

**ISSUE OF DEPARTMENTAL MATERIALS TO  
THE CONTRACTOR**

(Refer Clause 23 of General Conditions of  
Contract)

**Deleted**

**(The PHRWA shall not issue any material for the work)**

**SCHEDULE-C**

**SCHEDULE FOR ACHIEVEMENT OF WORK AND COMPENSATION FOR DELAY**

(Refer Clause-40 of General Conditions of Contract and Schedule-E)

<b>Sl. No.</b>	<b>Description Mile Stones</b>	<b>Schedule completion period</b>	<b>Compensation for delay</b>
1.	Completion of Works as a whole	12Months from the date as notified in the LOA	0.035% of Contract Price per day of Delay subject to maximum 10% (Ten Percent) of Contract Price. GST shall be born additional by contractor.

**SCHEDULE – D**

<b>Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment</b>			
<b>S.NO.</b>	<b>CLAUSE No.</b>	<b>DESCRIPTION</b>	<b>STIPULATION</b>
1	3.2	Performance Security Deposit	5% of Contract Price
2	3.3	Retention Money	5% of Contract Price
3	13.1.1	Mobilisation Advance Limit	Deleted
	13.1.1(i)	Simple interest per Annum on Mobilization Advance	Deleted
	13.1.1(ii)	Initial limit	Deleted
4	13.1.2	Advance for Construction Equipment limited to	Deleted
	13.1.2(i)	Simple interest per Annum on sum advanced for purchase of new equipment	Deleted
5	13 of ITB	Earnest Money Deposit	As per the NIT
6	10.2 of ITB	Tenders invited on	Item Rate Method
7	10.2 of ITB	Schedule of Rate Applicable	As per the BOQ
8	18.2, (iii) GCC	Contractor's Overheads, Profits, and Supervision Charges	15% per cent
9	34.4(a)	An addition to Contract Price to account for the materials which is to be issued to the Contractor free of cost by the Employer	Deleted
	34.4(b)	Deductibles: 5% of each loss subject to minimum of Rs. ....	Deleted
10	34.9 GCC	Public Liability Limits plus Property Liability Limits not exceeding	10% of Contract Sum

11	39.1	Time allowed for execution of the Work as a whole	12 Months from the date of start mentioned in LOA.
12	43	Defects Liability Period	<b>Twelve (12) Months</b> from the date of completion of the entire works
13	45.11	Interest Rate for Delayed Payment	Nil
14	46.1	Price Adjustment/Variation	Deleted

**SCHEDULE-E**

**CONSTRUCTION SCHEDULE**

**( -N/A-)**

**DELETED**

**CONSTRUCTION PLANT, EQUIPMENT & MACHINERY AND ITS PLANNING SCHEDULE**

**(To be furnished by the Tenderer)**

**DELETED**



## **CONSTRUCTION METHODOLOGY**

**(Not Applicable)**

**DELETED**

## **SECTION V**

### **FORMS**

#### **Agreement Form**

**Form-1: Bank Guarantee format for Performance Security.**

**Form-2: ECS FORM**

## AGREEMENT FORM

(To be executed on non-judicial Stamp paper of appropriate value)

### AGREEMENT

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand ----- between the PHRWA registered under the Societies Acts, Laws of India and having its registered Office in the premises of Piyush Heights, Sector-89, Faridabad (Haryana)-121 002 (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, called the 'Employer' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) of the one part and M/s \_\_\_\_\_ registered under the \_\_\_\_\_ Act and having its principal / registered office at \_\_\_\_\_ (herein after called "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the other part.

WHEREAS the Employer is desirous that certain Works should be executed by the Contractor, viz: ..... and has accepted the Bid of the Contractor for the execution and completion of such Works and the remedying of any defects therein at the cost of Rs. ----- (Rupees-----).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) the Agreement
  - b) the Letter of Acceptance issued by Employer;
  - c) the Special Conditions of Contract (SCC);
  - d) the General Conditions of Contract (GCC);
  - e) the Technical Specifications;
  - f) the Schedule of Quantities and Price(Bill of Quantities);
  - g) ~~the Tender Drawings;~~
  - h) the Information for Bidder(s)
  - i) the Safety Manual.
  - j) any other document forming part of the Contract
3. 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 the defects therein in conformity in all respect in accordance with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written, at ----- (name of place).

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

For and on behalf of the Contractor

For and on behalf of PHRWA

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Designation)

(Designation)

Place :

Place :

Witnessed by:

Witnessed by:

Name & Address

Name & Address

**FORM-1**

**BANK GURANTEE FORMAT FOR PERFORMANCE SECURITY**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No \_\_\_\_\_

Date \_\_\_\_\_

To,

*[Employer's Name & Address]*

Dear Sirs,

In consideration of the ... *[Employer's Name]*..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....*[Contractor's Name]*..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----*[Contract sum in figures and words]* for .....*[ Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*).....of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Bank]*.....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of .....(\*)..... as aforesaid at any time upto .....(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till .....(+)...... *[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing

whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, Utilizing the credit limit of M/s.....(name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_(\*)\_\_\_\_\_.
- ii) This Bank Guarantee shall be valid up to \_\_\_\_\_(+)\_\_\_\_\_\_.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before \_\_\_\_\_(@)\_\_\_\_\_\_.

Dated this .....day of .....20\_.....at.....

WITNESS

..... (Signature).....  
 (Signature)

..... (Name).....  
 (Name).....

..... (Official Address).....  
 (Designation with Bank Stamp)/with staff Authority no.

Complete Address of the Bank with Tele-Fax

- Notes: 1.**
- (\*) This sum shall be Five percent (5 %) of the originally awarded contract price denominated in the types and proportions of currencies.
  - (@) This date will be 60days beyond the defect liability period as specified in the Contract.
  - (+) This date will be 60days beyond the defect liability period as specified in the Contract.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Employer (or his authorised representatives).
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

**FORM-2**

**ECS**

**PHRWA, Sector-89, Faridabad**  
**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**  
**(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

No. :

**1. BIDDER'S NAME** : \_\_\_\_\_  
Address : \_\_\_\_\_  
Phone/Mobile No. : \_\_\_\_\_

**2. PARTICULARS OF BANK ACCOUNT** : \_\_\_\_\_

A. BANK NAME : \_\_\_\_\_

B. BRANCH NAME : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone No. : \_\_\_\_\_

C. IFSC code of the Bank : \_\_\_\_\_  
(For payments through RTGS)

D. ACCOUNT TYPE : \_\_\_\_\_  
(S.B. Account/Current Account or Cash  
Credit with Code 10/11/13)

E. ACCOUNT NUMBER : \_\_\_\_\_  
(As appearing on the Cheque Book)

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company responsible.

Date: (.....)

Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp) (.....)

Signature of the Authorised

Date: Official from the Bank



**SECTION-VI**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

## **SPECIAL CONDITIONS OF CONTRACT**

The following special conditions shall be read in conjunction with the corresponding relevant provisions made in the General Conditions of Contract and in case of any discrepancy or variation or contradiction between them, the provisions made under these Special Conditions of Contract, shall prevail.

### 1. Scope of Work:

The Scope of Works includes dismantling of old/damaged/loose plasters, plastering, providing & applying putty, preparing the surface for painting, internal & external painting works, re-fixing of PVC Soil/drainage and other ancillary works in respect of renovation of multi-storey Buildings (comprising still plus 11 or 12 Floors) at "Piyush Heights Society, Sector-89, Greater Faridabad". The details of items to be executed & its descriptions are listed in the Schedule of Quantities. However, there may be changes during the execution of works as per the necessities and as per the site conditions. For the entire works, Piyush Heights Residents Welfare Association, Sector-89, Faridabad shall be the employer or owner of the work and hereinafter shall be referred as PHRWA.

- a) The Bidders, in their own interest, should inspect and examine the site and its surroundings with utmost care and satisfy themselves, before submitting their bid / offer. Participating in the bidding process shall be presumed that bidder has complete knowledge of the site conditions.
- b) On lack of acquaintance of site conditions or whatsoever, nothing shall be paid extra on account of formwork, scaffolding or any arrangement made to complete the work.
- c) The Contractor shall take adequate Insurance Policy to cover all damages incurred to any asset / persons / property within the premises of Piyush Heights Society. Any damage occurred to assets /property during the execution of the work shall be made good by the Contractor at his own risk & cost to the entire satisfaction of concerned owner /the PHRWA / the concerned persons / entity.
- d) Defect Liability Period (DLP): The defect liability period shall twelve (12) months from the date of completion of the whole works. Any defects /damages in the works executed by the Contractor shall be repaired to up to the mark with quality & standard as envisaged in the Contract.
- e) The Contractor shall provide and maintain all temporary services on or about the site required for satisfactory execution of the works abiding by his obligations and shall remove them on completion of the entire work to the satisfaction of the PHRWA.
- f) The Contractor shall at all times keep the site of work in a state of tidiness and cleanliness so as to allow normal progress of the Works and ensure the safety of all personnel, plants, Equipment and materials etc..for the proper execution of the Works.
- g) Garbage, waste and refuse emanating from Contractor's operations at the site shall be removed, transported and disposed-off by the Contractor in locations earmarked by the Faridabad Municipal Corporation or the State Govt. Authorities at his own cost. Due to any violation or irregularities, if any penalty is levied by the State Govt. authorities, the same shall be borne by the contractor and no claims shall be entertained by the PHRWA.
- h) The dumping/disposal of refuse or any other contaminated material into any Nallah or other watercourse is not permitted.
- i) On completion of the works to Employer's (the PHRWA) satisfaction, the Contractor shall remove all Construction Equipment, materials, temporary facilities, remains, waste and

excess excavated spoil from the work site and other areas provided by the PHRWA, public and private roads, streams and ditches and shall also restore all these places to the conditions to the satisfaction.

- j) The cost of keeping the site clean in accordance with this clause including initial and final cleaning to the satisfaction shall be deemed to be included in the prices quoted by the Contractor.
  - k) All the materials to be used in the aforesaid work shall be confirming to BIS Standards / ISI Standards & CPWD Specifications. The bidder shall not be allowed to use other materials which do not conform to aforesaid standards / norms.
  - l) Engineer for carrying out day to day execution, measurements & billing of work may be included in cost of bid.
  - m) Latest gazette notification of minimum wages issued by Labour Commissioner; Haryana shall be binding for making payments for manpower deployed for the work.
- 1.0 Electricity Charges: The contractor shall arrange electricity requirements for carrying out the works wherever required. However, on request of the Contractor, the PHRWA shall provide electric power at one common point in the society @ Rs. 5.50 per unit of grid electric power (recoverable rate). The Contractor shall make his own arrangements for distribution of electric power to the work area. Nothing extra will be paid in this context.
- 2.0 Water Charges: The water for the said repair works is to be arranged by the Contractor at his own cost. However, on availability, water may be supplied by the employer at a fixed point, on chargeable basis @1% of work-done value which shall be deducted from the Bills.
- 3.0 The BOQ shall not be used as basis for ascertaining the materials to be ordered. The Contractor shall use his own resources to access the quantities of materials to be ordered and shall be directly responsible for the same.
- 4.0 The contractor shall provide the proof of deposit of the PF contribution of the employees engaged in the work along with the copies of wage sheets of the period for which the RA bill is being paid. No running payment shall be released if the contractor fails to provide the above details.
- 5.0 Standard Safety Manual of CPWD shall be applicable for this contract
- 6.0 Rates of Extra Items/ Substituted Items will be paid from HSR-2021 with discounts above or below on the overall offered rates by bidder at the time of tender.
- 7.0 The contractor shall provide and maintain all temporary services on or about the site required for satisfactory execution of the works abiding by his obligations shall remove them on completion to the satisfaction of the Employer.
- a) The contractor shall at all times keep the site of work in a state of tidiness and cleanliness so as to allow normal progress of the works and ensure the safety of all personnel, Plant, Equipment and Materials for the proper execution of the works.
  - b) The dumping/disposal of refuse or any other contaminated material into any nallah or other watercourse is not permitted.

- c) Contractor shall also clean the site after completion of work; i.e. removing of spots of paints from the floor, garbage waste and refuse emanating from Contractor's operations at site shall be removed, transported and disposed-off by Contractor in locations that are designated by the Employer for this purpose.
  - d) On completion of the works to Employer's satisfaction, the Contractor shall remove all Construction Equipment, materials, temporary facilities, remains, waste and excess excavated spoil from the work site and other areas provided by the Employer, public and private, roads, streams and ditches and shall also restore all these places to all conditions to the satisfaction of the Employer.
  - e) Labour required for shifting and re-shifting of house hold items after completion of work shall deemed to be included in the rates. Nothing extra shall be payable in this regard. The cost of keeping the site clean in accordance with this clause including initial and final cleaning to the satisfaction of the Employer shall be deemed to be included in the prices quoted by the Contractor.
- 8.0 No unauthorized person shall be allowed on the site. The Contractor shall take to prevent trespass in the site. The entry into the site shall be restricted and shall be governed by the issue of photo gate passes by the Employer. The Contractor shall arrange to obtain through the Employer well in advance, all necessary entry permits/gate passes for his staffs and labourers and entry and exit of his men and materials shall be subject to vigorous checking by the Employer. The Contractor shall not be eligible for any claim or extension of time for completion whatsoever on this ground.
- 9.0 The Contractor's site in-charge shall report daily to the Employer on the status of each activity planned for the period under consideration and to review progress of work and consider matters arising from or having a bearing on the contract.
- 10.0 All materials, goods and workmanship shall be of respective kinds and standards specified.
- 11.0 Contractor shall plan his work in such a way that there will be no discomfort arise to the residents of colony and shall take all safety measures to avoid any mishappening. Contractor shall make all arrangements for the warning, informatory and other signboard required at the time of execution of work.
- 12.0 The contractor shall follow the manufacturer's safety recommendations for the materials being used at site.
- 13.0 Contractor shall observe in addition to CPWD specifications and IS codes specified in respective specifications/BOQ, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work.
- 14.0 Necessary scaffolding arrangement for BOQ items as per requirement shall be carried out by the contractor. Quoted rate shall be considered inclusive of the scaffolding work. Nothing shall be paid extra on this account.
- 15.0 The contractor shall take appropriate Insurance Policy for any loss to assets (Car, Assets kept in Balcony) of residents of the Society. The Policy shall also take adequate cover for any accidental injuries / fatal cases caused by staffs / machinery of the Contractor to residents of the Society. In all cases the contractor shall be fully responsible for settlement of such claims as caused due to negligence of contractor or his men.

16.0 Work-in-Charge:

President (PHRWA) / Secretary (PHRWA), Piyush Heights, Sector-89, Faridabad shall be the Work-in-Charge for the aforesaid contract. All notices, instructions, orders, certificates, approvals and other communications under the contract shall be given by the Work-in-Charge.

17.0 Paying Authority: Treasurer (PHRWA) or Committee of Residents, Piyush Heights, Sector-89, Faridabad.

18.0 List of approved makes/brands/agencies:

The Employer reserves the right to select any of the brands indicated in the list of approved makes. The tenderer/bidder shall quote his rates on the basis of the price of the brand/make stipulated in the item of works as described in BOQ & Specifications as well as in the list of approved make. The contractor cannot claim anything extra if the employer changes the make.

Approved make for materials to be used are as follows:

S. No	Materials	Brand Name
1.	Cement	Ultra Tech / Ambuja / ACC / Dalmiya / Birla
2.	Putty	JK, Birla, Asian Paint, or Superior product
3	Approved Brands	Asian Paint, Berger Paint
3a	Exterior Texture Paint	Apex Advance (Asian), Weather coat anti dust (Berger) or Superior product
3b	Interior Plastic Emulation	Royal Health shield (Asian), Easy Clean (Berger) or Superior product
3c	Enamel Paint	,Apolite Rust Shield Luxol High Gloss or Superior product,
4.	UPVC Pipe/fittings (Heavy Class)	Parkash/Jindal or Superior product
5.	Admixtures & compound	Dr. Fixit, Sika& BASF

Note: The Batch test certificate of product shall be provided on the receipt of material at site

**SECTION-VII**

**SCHEDULE-A**

**SCHEDULE OF QUANTITIES AND PRICES  
(BILL OF QUANTITIES)**

## Schedule of Quantities & Prices

**Name of Work: Repair of surface by plastering, internal & external painting & other ancillary works of Residential Towers at Piyush Heights, Sector-89, Faridabad**

Sr. No	Particulars	Description of Items	Unit	Quantity	Rate (including GST) (Rs.)	Total Amount (Rs.)	Amount in Words (Rs.)
1	External Plaster	Repair to plaster of thickness 12 mm to 20 mm in patches of all sizes , including dismantling, cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self-curing mortar, including double scaffolding system (cup lock type) on the exterior side or any suitable arrangements required to execute work up to Fifteen storey height with disposal of rubbish, malba by manual /mechanical means all complete as per the direction of Engineer-In-Charge.	Sqm	14937.68			
2	External Putty with priming coat	Providing and applying white cement-based putty of average thickness 1 mm, including one coat of water thinnable cement primer of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete for all heights & leads complete as per the direction of Engineer-In-Charge.	Sqm	14937.68			
3	External Painting	Finishing walls with textured exterior paint of required shade: Old work (Two or more coats on existing cement paint surface applied @3.28 litre/10sqm including scrapping, surface preparation etc. complete for all heights and leads with cleaning of site all complete as per the direction of Engineer-In-Charge.	Sqm	99584.53			
4	Internal Plaster with Putty	Repair to plaster of thickness 12 mm to 20 mm in patches of all sizes, including dismantling, cutting the patch in proper shape, raking out joints and preparing plastering the wall	Sqm	4703.08			

		surface with white cement based polymer modified self-curing mortar, including necessary scaffolding work for all heights and leads along with disposal of rubbish/ malba by manual /mechanical means, all complete as per the direction of Engineer-In-Charge.				
5	Internal Priming coat	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface: using White Cement based primer modified with high performance sqm polymers, applied as an undercoat for exterior/interior cementitious surfaces before paint all complete as per the direction of Engineer-In-Charge.	Sqm	47030.83		
6	Internal Painting	Wall painting with plastic emulsion paint of approved brand manufacturer to give an even shade (two or more coats) to give an even surface including scrapping, surface preparation etc. complete for all heights and leads, all complete as per the direction of Engineer-In-Charge.	Sqm	47030.83		
7	Internal Plaster with Putty	12 mm cement plaster of mix 1 :4 (1 cement: 4 fine sand). including white cement-based putty of average thickness 1 mm and dismantling of old plaster & cement slurry etc. complete for all heights and leads with disposal of malba by manual /mechanical means, as per the direction of Engineer-In-Charge.	Sqm	4703.08		
8	Painting steel work	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade One or more coats on old work, as per the direction of Engineer-In-Charge.	Sqm	3904.95		
9	Chicken Mesh	Providing and fixing SS Chicken Mesh below plaster (wherever required) including transportation at site all complete, as per the direction of Engineer-In-Charge.	Sqm	425.00		
10	PVC Pipe	Providing and fixing un plasticized PVC medium class pipe of required dia., conforming to IS: 12818, including required hire and labour charges, scaffolding, clamps, fittings &	RM	4140.00		



		accessories etc. all complete, for all heights complete. 50 mm nominal size dia., as per the direction of Engineer-In-Charge.					
<b>Total Amount</b>							

(Amount in words. Rs. \_\_\_\_\_)

**Note:**

1. No Company / Firm / Agency of legal heirs of Members of the Governing Body, PHRWA or the Renovation Committee are allowed to participate in this bidding process, if found so than such bid shall be summarily rejected and EMD shall be forfeited.
2. The bidder is advised to read carefully the terms & conditions of the Bid Document before quoting item rates. Refer to clause no.- 10 of ITB (Section-II) and Scope of Works before quoting rates.
3. The bidder shall quote his best competitive rates for each item of the BOQ, if the bidder does not quote rate for any item (or items) then it shall be presumed that rates of such items are covered elsewhere in rates of other items. No claim shall be entertained in this regard.
4. The bidder shall quote item-rate in Indian Rupees (INR) only.
5. The rate may be quoted upto two digit after decimal point.

## **TECHNICAL SPECIFICATION**

**(Works shall be carried out in accordance to BOQ, CPWD Specifications and as per directions of Employer)**

1. Unless otherwise specified in the bid document, Technical Specifications of the item / work shall generally conform to the relevant CPWD specifications of the latest edition including amendments as issued from time to time.
2. Works not covered under paras as stated above, shall be carried out as per relevant Indian Standard specifications or Code of practice and/ or as instructed by the Employer or his representative.

## SAFETY MANUAL

(Standard Safety Manual of CPWD / Govt. Authorities shall be applicable for the work)

### TYPE OF SAFETY VIOLATIONS AND PENALTY SYSTEM

<b>PENALTY CLAUSE</b>	<b>SAFETY VIOLATION TYPE</b>	<b>PENALTY</b>	<b>REPORTED BY</b>
1	For not using Personal Protective Equipment, (Helmet, shoes, Safety Belt etc.)	Rs. 100/- per day / item / person	Employer
2	Working at heights without safety belt, using non-standard scaffoldings / suitable arrangements and protection measures / arrangements as required for execution of works in high-rise buildings	Rs. 1,000/-per case per day	Employer
3	In absence of First Aid Box at the site	Rs. 500/-per case per day	Employer

**SECTION-IX**

**DRAWINGS**

**-DELETED-**